

**A G E N D A**  
**WORK SESSION**  
**City of Moberly**  
**June 03, 2019**  
**6:00 PM**

**AMENDED**

**Requests, Ordinances, and Miscellaneous**

1. Request from Melissa White to vacate an alley between 526 and 528 E. Logan.
2. Appointment to the Planning & Zoning Commission
3. An application submitted by Crockett Engineering for the final plat for Cobblestone Subdivision at 1001 Sinnock Ave
4. Aviation Project Consultant Agreement.
5. A resolution authorizing the City Manager of Moberly, Missouri to enter into an agreement with Azavar Government Solutions for auditing services related to various fee and tax revenues.
6. Revision to Fishing Tournament Fees for Sugar Creek Lake
7. Barr Engineering scope and budget for contract addendum to evaluate hydrology, flood potential, develop conceptual alternatives and conceptual level cost estimates for 7 Bridges Road for City of Moberly area runoff
8. Supplemental Agreement #4 with Bartlett and West for design and construction inspection of the Morley Street Sidewalk and Waterline Project STP-4500 (207).

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: Comm. Dev.  
 Date: June 3, 2019

**Agenda Item:** A request to vacate an alley between 526 & 528 E. Logan

**Summary:** Melissa White owns both properties and has requested the alley between the two be vacated. Staff has no objections to vacating the alley with the stipulation that public and private utility easements are retained on tract.

**Recommended Action:** Bring forward to the June 17, 2019 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ <b>Jeffrey</b>	___	___
<input checked="" type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution	<b>Council Member</b>		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ <b>Brubaker</b>	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ <b>Kimmons</b>	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Davis</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Kyser</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice		Passed	Failed
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____			

526 East Logan  
Moberly, MO 65270  
May 2, 2019

Shirley Olney  
101 W Reed St  
Moberly, MO 65270

Dear Shirley Olney,

I Melissa White and my husband Leslie White are home owners of properties 526 and 528 East Logan, am sending you this letter on behalf of my husband and myself to declare an alley abandoned between 526 and 528 East Logan.

In Feb 1990 we purchased 526 East Logan, at that time we shared driveway with 528 East Logan. Both properties had garages that sat at the end of the shared driveway. In 1992 we perched 528 East Logan. In 2006 we received a letter from the City of Moberly declaring the garage on 528 in need of repairs or removed. A few years later we received a letter stating the same for the garage on 526. Over the years my husband has spoken with Code Enforcements on property lines. He was given aerial view of the properties. We do not recall seeing an alley existing between nor do we recall being told by Code Enforcement.

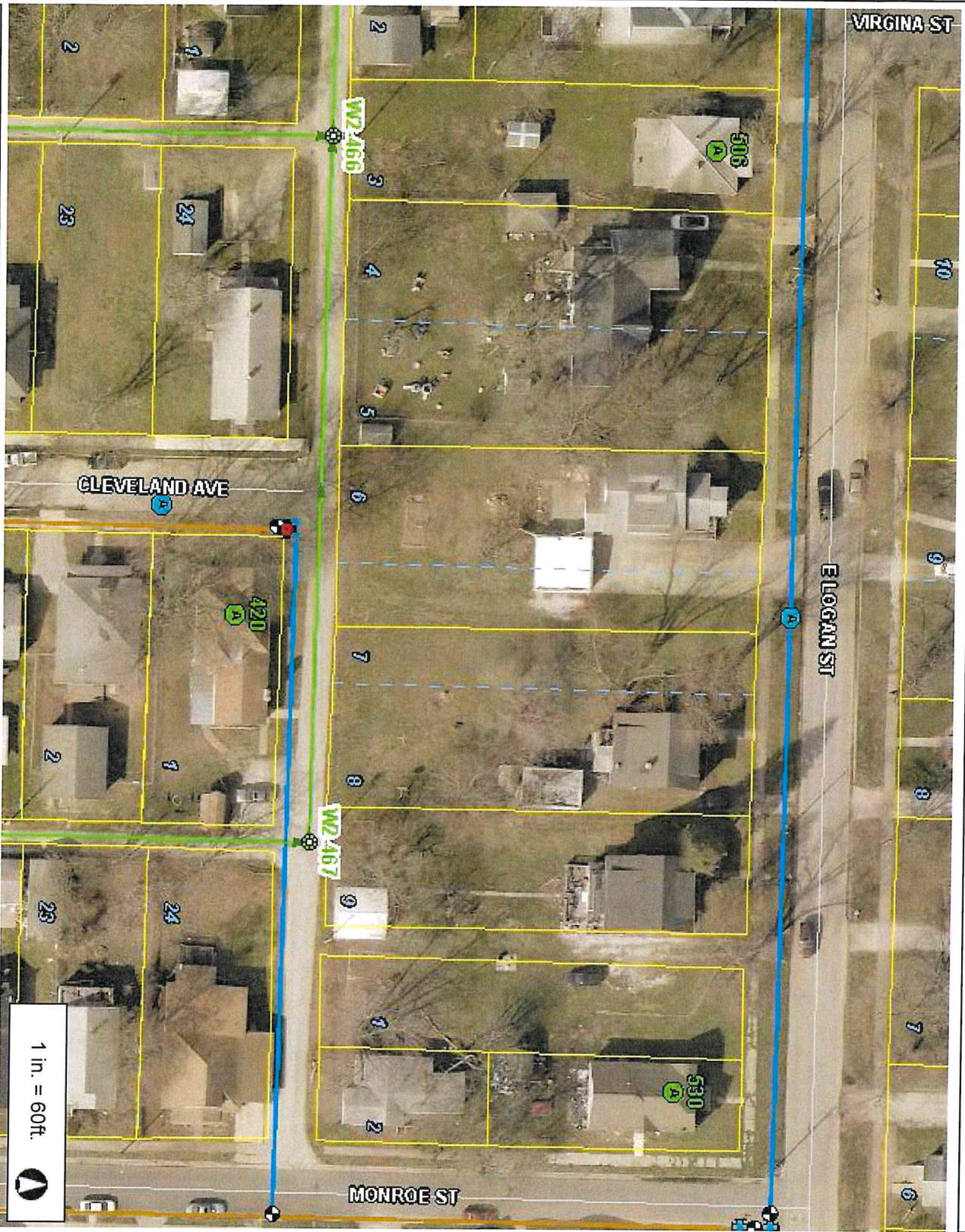
I'm stating all the events in 29 years that has happened and not once did we know that an alley existed adjacent to either of the properties 526 or 528 East Logan until contacted by the city.

We ask you to declare the alley abandoned. Please contact us at 660-651-6081. We thank you for your time.

Thank You,

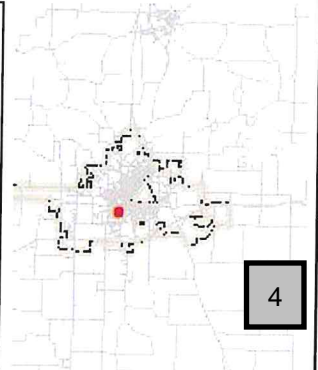
Melissa White

# Moberly, MO



1 in. = 60ft.

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

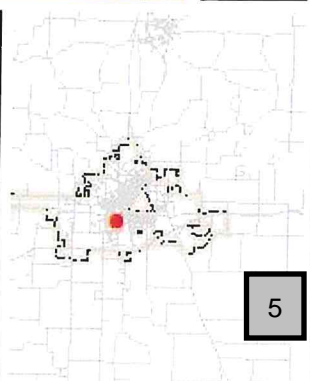
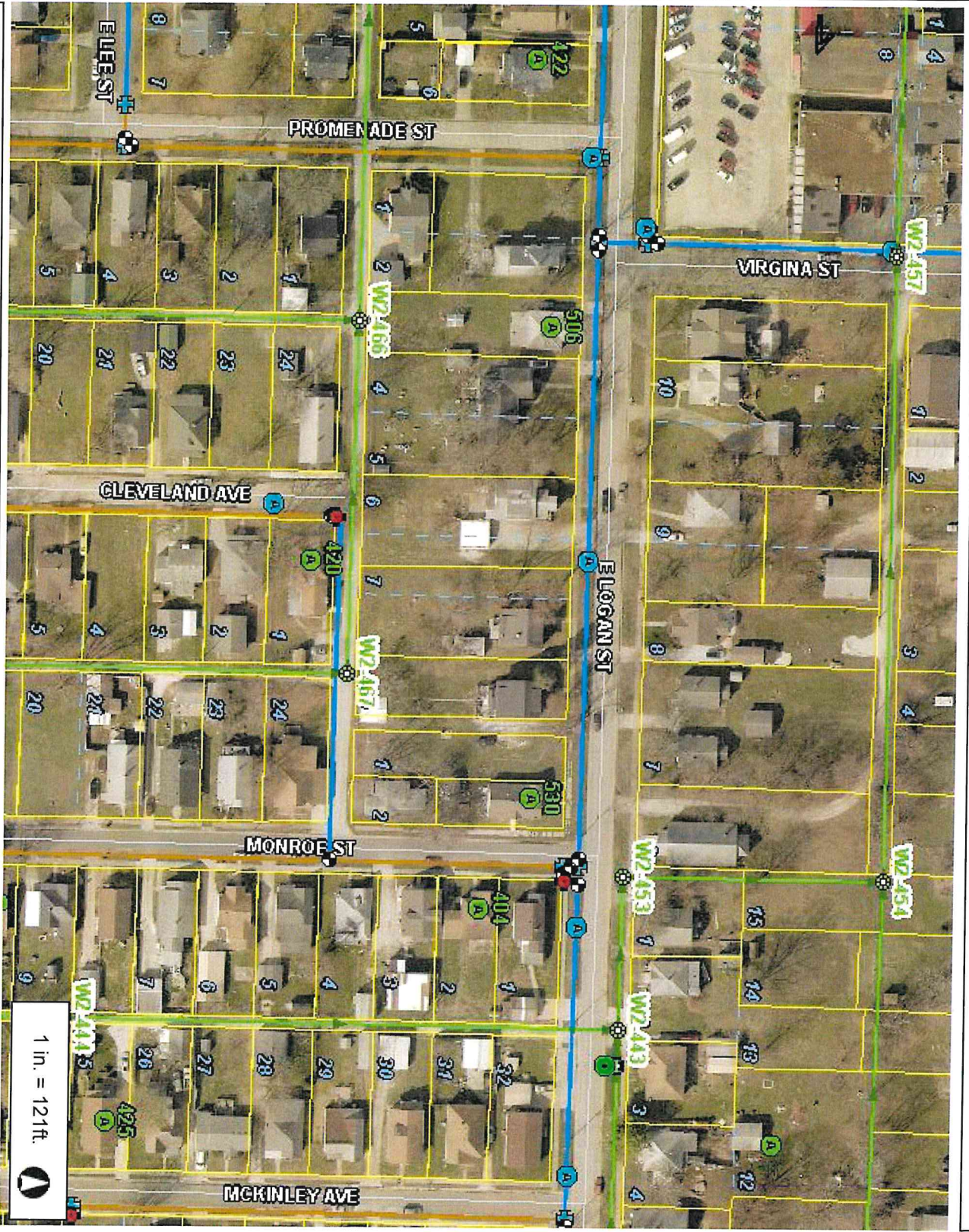


## Legend

- Sewer Line Investigation Local
- Manhole
- Air Release Valve
- Lamphole
- Lift Station
- Other Sewer Feature
- Area Inlet
- Bar Screen
- Curb Inlet
- Grate Inlet
- Grit Chamber
- Storm Drain
- Tee
- Gravity Main
- Force Main
- Water Leak Location
- Fire Hydrant
- Water Valve
- Meter Pit
- Network Structure
- Pump
- Water Plant
- Water Tower
- Fitting
- 1"
- 2"

## Notes

# Moberly, MO



### Legend

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- 1"
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### Notes

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1 in. = 121ft.



241.2 0 120.61 241.2 Feet

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: Public Work  
 Date: June 3, 2019

**Agenda Item:** Appointment to the Planning & Zoning Commission

**Summary:** In July 2019 three (3) terms will expire for the Planning & Zoning Commission. These are for Sam Tadrus, Howard Miedler & Lisa Vanderburg. Contact has been made with these individuals and have all stated they would like to be re-appointed and please find attached their applications.

**Recommended Action:** Bring forward to the June 17, 2019 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ <b>Jeffrey</b>	___	___
<input checked="" type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution	<b>Council Member</b>		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ <b>Brubaker</b>	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ <b>Kimmons</b>	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Davis</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Kyser</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

City of



### Board/Commission Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

**This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.**

Name of Board or Commission: Planning and Zoning Date: 5/20/19  
Your Name: Lisa Vanderburg Street Address: 649 Homestead Dr.  
Phone number(s): (evening) 660-263-2143 (day) 660-263-2143  
Email: vandy649@sbcglobal.net

Do you live within the corporate limits of City of Moberly?  Yes/ No  
How long have you been a resident of City of Moberly? 31 years  
Occupation: Housewife Employer: n/a

**Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

I have served 1 full term and a partial term on Planning and Zoning. I have learned from serving about several city ordinances, rules and regulations. At times, I am able to use the 23 yrs. I have as a local school board member to apply that experience in several ways in running a meeting, following Sunshine Law, following federal laws, treating  
What particular contributions do you feel you can make to this board or commission?

I'm not afraid to ask questions. I feel I represent the sector of our community that is not a business owner, realtor, landlord, etc., but I want to help Moberly grow and prosper.

**I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:**

1. Gena McCluskey Phone: 573-239-0540
2. Shane Adrian Phone: 263-8898
3. Jeff Lawrence Phone: 269-8008

Lisa Vanderburg  
Signature of Applicant

\*Additional Information may be attached to this form.

Q1-cont'd.

people equally and fairly, and by understanding that decisions aren't always fair. Of ten times, to get more satisfaction on a decision, you must express your concerns to state and federal officials to get the laws changed that cause those stumbling blocks at the local level.



City of



Board/Commission Application Form

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Name of Board or Commission: Planning and Zoning Date: May 16, 2019
Your Name: Howard Miedler Street Address: 913 Timberline road
Phone number(s): (evening) 263-0908 (day) 263-0908
Email: howardmiedler@sbcglobal.net

Do you live within the corporate limits of City of Moberly? Yes / No
How long have you been a resident of City of Moberly? 46 years
Occupation: Retired, almost Employer: KWIX/KRES Alpha Media

Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

I have been on P and Z for at least 9 years...before that I was on the Parks Board for 18 years and served 3 years on the Missouri State Parks board.
I feel that have a lot to give back to Moberly that has been kind to my family.

What particular contributions do you feel you can make to this board or commission?

I am very familiar with business practices, especially advertising and marketing in the employ of KWIX/KRES for 46 yeas I am very familiar with
with Moberly and have made this my homre. I am currently President of the 5th Street theatre Board and want the city to move forward.

I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:

- 1. Bob Riley Phone: 263-3367
2. John Davis Phone: 651-0292
3. John Meystrik Phone: 263-1230

Howard Miedler
Signature of Applicant

\*Additional Information may be attached to this form.
Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270

City of



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**This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.**

Name of Board or Commission: P&Z Date: 5/16/19

Your Name: SAM TADRUZ Street Address: 703 S. New & Midges Rd

Phone number(s): (evening) 660-263-6826 (day) 660-998-0461

Email: Sam@Samshealthmart.com

Do you live within the corporate limits of City of Moberly? Yes/No

How long have you been a resident of City of Moberly? 48 years

Occupation: Pharmacist Employer: Sam's Health Mart Pharmacies

**Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

Experience  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What particular contributions do you feel you can make to this board or commission?

I wish to be re-appointed  
\_\_\_\_\_  
\_\_\_\_\_

*I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:*

- 1. \_\_\_\_\_ Phone: \_\_\_\_\_
- 2. \_\_\_\_\_ Phone: \_\_\_\_\_
- 3. \_\_\_\_\_ Phone: \_\_\_\_\_

  
Signature of Applicant

\*Additional Information may be attached to this form.  
Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: Comm. Dev.  
 Date: June 3, 2019

**Agenda Item:** An application submitted by Crockett Engineering for the final plat for Cobblestone Subdivision at 1001 Sinnock Ave

**Summary:** The Planning & Zoning Commission recommended approval for the request of the final plat permit at the meeting on May 28, 2019. Attached is the application submitted by Crockett Engineering, a copy of the staff report and a copy of the final plat permit.

**Recommended Action:** Bring forward to the June 17, 2019 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ <b>Jeffrey</b>	___	___
<input checked="" type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution	<b>Council Member</b>		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ <b>Brubaker</b>	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ <b>Kimmons</b>	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Davis</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Kyser</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

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**To:** *Planning and Zoning Commission*

**From:** *Planning Staff*

**Subject:** *AGENDA ITEM NO. 1*

**Meeting:** *May 28, 2019*

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**Public Hearing to consider:**

Public Hearing for an application submitted by Crockett Engineering Consultants.

**COMMENTS:**

*The applicant is proposing a Final Plat for a property located in the R-2 District as required by Section 38-71 of The Code of the City of Moberly Missouri.*

*The property is located: 1001 Sinnock Ave in Lot 2 of Carl Haynes Survey.*

*The site contains approximately 8.98 acres and is developed as 20 residential lots each exceeding the minimum lot size of 6,500 sq ft for an R-2 development. The plat meets the specifications for the City of Moberly according to the subdivision guidelines.*

Submitted by Aaron Decker



1000 W Nifong Blvd., Bldg. 1  
Columbia, Missouri 65203  
(573) 447-0292

May 20, 2019

Rick Ridgway  
City of Moberly  
101 West Reed Street  
Moberly, MO 65270

Rick Ridgway,

I am writing you on behalf of our client Sanders Construction LLC, that you and your staff will proceed with the re-distribution and review of the attached Cobblestone Creek Subdivision, Plat 2, Final Plat following our first submittal.

To follow up from our phone conversation and to address you two comments on the Final Plat see my following responses. We have revised the language of the plat to include Lot 500 of Plat 1 and the Re-Plat of Lot 2. Secondly, in regards to the utility easement. We looked into adding it at the rear of the yards, however, due to access to that easement, lot lengths, and proximity to the entire parcel we do not feel we can make this work to best serve the development. If this is how the City would like to address utilities going forward, we can start adding these to the Preliminary Plats in the future.

Thank you for your attention in this matter. If you have any questions or need anything further, please feel free to let me know. We look forward to our Planning and Zoning meeting next Tuesday the 28<sup>th</sup>.

Sincerely,

Crockett Engineering Consultants, LLC

A handwritten signature in black ink that reads "Kyle Miller". The signature is written in a cursive, flowing style.

Kyle Miller, P.E.  
573-447-0292  
kmiller@crockettengineering.com

CITY OF MOBERLY, MISSOURI  
PROCEDURES MANUAL

CITY OF MOBERLY, MISSOURI  
FINAL PLAT APPLICATION

Return Form To:

Zoning Administrator  
City of Moberly  
101 West Reed Street  
Moberly, MO 65270-1551  
(660) 263-4420  
(660) 263-9398 (fax)

For Office Use Only

Date Filed: \_\_\_\_\_  
Date of Meeting: \_\_\_\_\_  
Filing Fee: \_\_\_\_\_  
Deposit: \_\_\_\_\_

APPLICANT INFORMATION:

Name of Subdivision: Cobblestone Creek, Plat 2

Applicant: Crockett Engineering Consultants Phone: 573-447-0292  
Address: 1000 W. Nifong Blvd, Building 1, Columbia MO Zip: 65203

Owner: Gary Gross Phone: 660-388-5764  
Address: 401 Patterson Ave, Salisbury MO Zip: 65281

Name of Subdivider: Gary Gross

Name of Person who prepared the Plat: Kyle Miller - Crockett Engineering  
David Borden - Crockett Engineering

**Instructions:**

The following checklist is to be completed by the applicant and shall accompany the Final Plat when it is submitted to the Zoning Administrator. If the answer to any of the questions is "No", a written explanation must accompany this checklist.

- |  | <u>Yes</u> | <u>No</u> |
|--|------------|-----------|
| I. Does the Final Plat show the following information?   |            |           |
| A. Name of subdivision (not to duplicate or too closely resemble the name of any existing subdivision).  | <u>X</u>   | ___       |
| B. Location of section, township, range, county and state, including the description boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct. The allowable error of closing on any portion of the plat shall be one foot in five thousand (5,000). | <u>X</u>   | ___       |
| C. The location of existing monuments or bench marks shall be shown And described on the final plat. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street lines, including the true angles and distances to such reference points or monuments.                 | <u>X</u>   | ___       |
| D. The location of lots, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground.  | <u>X</u>   | ___       |
| E. Lots shall be numbered clearly. Blocks shall be numbered or lettered clearly in the center of the block.  | <u>X</u>   | ___       |
| F. The exact locations, widths and names of all streets and alleys to be dedicated.  | <u>X</u>   | ___       |
| G. Boundary lines and description of the boundary lines of any area other than streets and alleys which are to be dedicated or reserved for public use.  | <u>X</u>   | ___       |

**CITY OF MOBERLY, MISSOURI  
PROCEDURES MANUAL**

	<u>Yes</u>	<u>No</u>
H. Building setback lines on the front and side streets with dimensions.	X	—
I. Name, signature and seal of the licensed land surveyor preparing the plat.	X	—
J. Scale of the plat (scale to be shown graphically and in feet per plat scale inch), date of preparation and north point.	X	—
K. Statement dedicating all easements, streets, alleys, and all other public areas not previously dedicated. See sample final plat for terminology.	X	—
2. Was the original on mylar, tracing cloth, or similar material <del>_____</del>	—	—
3. Have all acknowledgments been signed?	—	—
A. Owner or owners and all mortgager.	—	—
B. Dedications or reservations.	—	—
C. Registered surveyor preparing plat.	—	—
D. City Clerk and County Collector.	—	—
4. Title Opinion:		
A. Submitted (Date) _____	—	—
B. Have all owners and mortgager signed plat?	—	—
5. Has certification been submitted stating that all taxes and special assessments due and payable have been paid?	—	—

*Will submit original/executed following approval*  
↓



**CITY OF MOBERLY, MISSOURI**  
**PROCEDURES MANUAL**

- |   | <u>Yes</u> | <u>No</u> |
|---|------------|-----------|
| 6. Deed Restrictions:   |            |           |
| A. Are any deed restrictions planned for subdivision?                 | —          | X         |
| B. If so, has a copy been submitted?                                  | —          | —         |
| 7. Are additional comments attached?                                  | —          | X         |
| 6. How has installation of the following improvement been guaranteed? |            |           |

	<u>Letter of Credit</u>	<u>Surety Bond</u>	<u>Petition(%)</u>
Streets	_____	_____	_____
Water	_____	_____	_____
Sewer	_____	_____	_____
Other, as required	_____	_____	_____
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

# FINAL PLAT COBBLESTONE CREEK SUBDIVISION, PLAT No. 2

A PLAT OF PART OF LOT 2, CARL HAYNES SURVEY AND A REPLAT OF 500, COBBLESTONE CREEK SUBDIVISION, PLAT 1, LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 54 NORTH, RANGE 13 WEST, MOBERLY, RANDOLPH COUNTY, MISSOURI AND BEING PART OF LOT 2 AS SHOWN BY SURVEY RECORDED IN BOOK 83, PAGE 57 AND LOT 500, COBBLESTONE CREEK SUBDIVISION, PLAT 1, RECORDED IN BOOK 83, PAGE 1 & 2 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

I HEREBY CERTIFY THAT IN AUGUST OF 2019, I COMPLETED A SURVEY AND SUBDIVISION FOR GARY GROSS IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 54 NORTH, RANGE 13 WEST, MOBERLY, RANDOLPH COUNTY, MISSOURI AND BEING PART OF LOT 2 AS SHOWN BY SURVEY RECORDED IN BOOK 83, PAGE 57 AND LOT 500, COBBLESTONE CREEK SUBDIVISION, PLAT 1, RECORDED IN BOOK 83, PAGE 1 & 2 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4 OF SAID COBBLESTONE CREEK SUBDIVISION PLAT 1 AND WITH THE WEST LINE OF SAID SURVEY, N 1°18'20" E, 1007.98 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 31; THENCE WITH SAID NORTH LINE, S 88°17'30" E, 290.81 FEET; THENCE LEAVING SAID LINE TO THE EAST LINE OF SAID LOT 500 (COMMON AREA), 26.74 FEET; THENCE CURVE, S 89°46'00" E, 163.57 FEET TO THE EAST LINE OF SAID LOT 500 (COMMON AREA); THENCE WITH SAID EAST LINE, S 1°17'05" W, 595.02 FEET TO THE SOUTHEAST CORNER OF LOT 500 (COMMON AREA); THENCE LEAVING SAID EAST LINE AND WITH THE SOUTH LINE OF SAID LOT 500 (COMMON AREA), N 88°40'05" W, 165.56 FEET; THENCE LEAVING SAID SOUTH LINE AND WITH THE EAST LINE OF LOT 8 OF SAID COBBLESTONE CREEK SUBDIVISION PLAT 1, N 1°17'35" E, 22.88 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE LEAVING SAID EAST LINE AND WITH THE NORTH LINE OF SAID LOT 8, N 88°38'45" W, 105.06 FEET TO THE EAST RIGHT OF WAY LINE FOR SAID EAST RIGHT OF WAY LINE, 30.00 FEET ALONG SAID EAST RIGHT OF WAY LINE, 30.00 FEET ALONG SAID EAST RIGHT OF WAY LINE, 30.00 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N 2°00'10" E, 30.00 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY LINE, N 88°38'45" W, 80.00 FEET TO THE WEST RIGHT OF WAY LINE, 26.00 FEET ALONG A 970.13-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S 1°55'30" W, 26.00 FEET TO THE EAST LINE OF SAID LOT 8 OF SAID COBBLESTONE CREEK SUBDIVISION PLAT 1; THENCE LEAVING SAID EAST LINE AND WITH THE NORTH LINE OF SAID LOT 4, N 88°38'45" W, 126.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.98 ACRES.

I FURTHER CERTIFY THAT I SURVEYED THE ABOVE DESCRIBED PROPERTY AND SUBDIVIDED IT AS SHOWN ON THE PLAT IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

SURVEY AND PLAT BY:

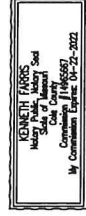
CROCKETT ENGINEERING CONSULTANTS, LLC  
 1000 W. WIFONG BLVD. BUILDING 1  
 COLUMBIA, MO 65203  
 CORPORATE NUMBER: 2000151304

DAVID W. BORDEN, PLS.-2002000244  
 DATE

STATE OF MISSOURI }  
 COUNTY OF BOONE }

SUBSCRIBED AND AFFIRMED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019.

KENNETH FARRIS, NOTARY PUBLIC  
 MY COMMISSION EXPIRES APRIL 22, 2022  
 COMMISSION NUMBER 14865867



KNOW ALL MEN BY THESE PRESENTS:

THAT GARY G. GROSS IS THE SOLE OWNER OF THE HEREON DESCRIBED TRACT AND THAT THEY HAVE CAUSED SAID TRACT TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN ON THE ABOVE DRAWING. THE STREET RIGHT-OF-WAY SHOWN BY THE ABOVE DRAWING IS HEREBY DEDICATED TO THE CITY OF MOBERLY, MISSOURI AND BEING PART OF LOT 2 AS SHOWN BY SURVEY RECORDED IN BOOK 83, PAGE 57 AND LOT 500, COBBLESTONE CREEK SUBDIVISION, PLAT 1, RECORDED IN BOOK 83, PAGE 1 & 2 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IN WITNESS WHEREOF, GARY G. GROSS HAS CAUSED THESE PRESENTS TO BE SIGNED.

GARY G. GROSS

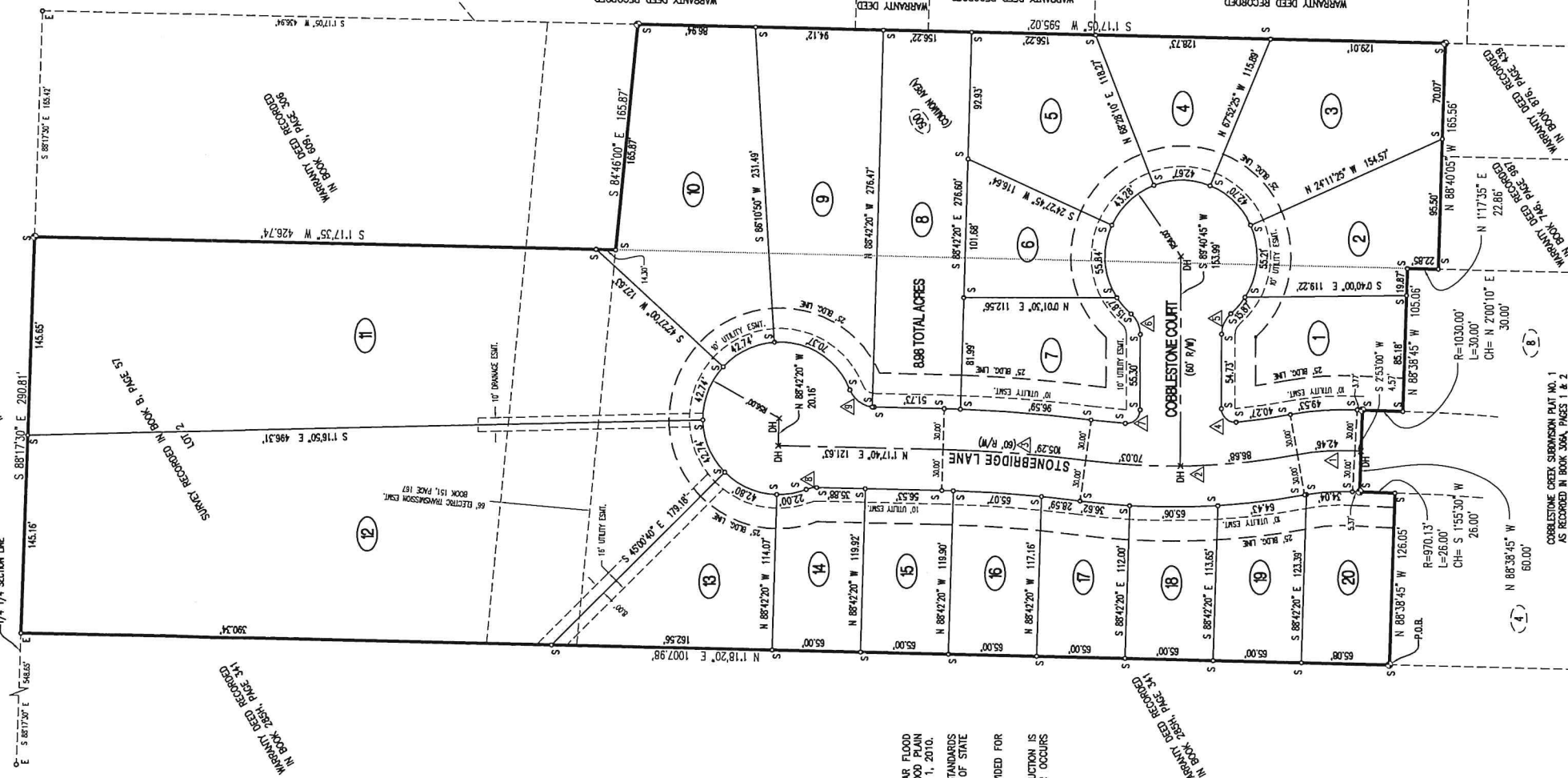
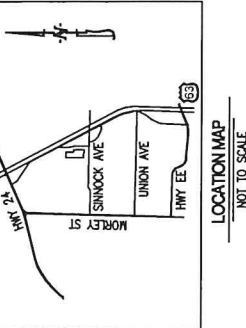
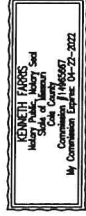
STATE OF MISSOURI }  
 COUNTY OF BOONE }

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019, BEFORE ME PERSONALLY APPEARED GARY G. GROSS, TO ME KNOWN, WHO BY ME DULY SWORN, DID ACKNOWLEDGE THIS INSTRUMENT TO BE HIS FREE ACT.

STATE OF MISSOURI }  
 COUNTY OF BOONE }

SUBSCRIBED AND AFFIRMED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019.

KENNETH FARRIS, NOTARY PUBLIC  
 MY COMMISSION EXPIRES APRIL 22, 2022  
 COMMISSION NUMBER 14865867



LEGEND:  
 E EXISTING  
 S SET  
 ○ 1/2" IRON PIPE (UNLESS NOTED OTHERWISE)  
 ○ PERMANENT MONUMENT  
 (M) MEASURED DISTANCE  
 (REC) RECORDED DISTANCE  
 DH X DRILL HOLE  
 W/ CHISELED X  
 P.O.B. POINT OF BEGINNING

- NOTES:
1. THIS TRACT IS NOT LOCATED IN THE 100-YEAR FLOOD PLAIN AS SHOWN BY THE 2015 FLOOD PLAIN MAPS, PANEL NO. 20082801068, DATED APRIL 1, 2010.
  2. THIS SURVEY CONFORMS TO THE ACCURACY STANDARDS FOR URBAN PROPERTY AS DEFINED BY CODE OF STATE REGULATIONS 2 CSR 90-60.040(2).
  3. A CURRENT TITLE COMMITMENT WAS NOT PROVIDED FOR THIS SURVEY.
  4. ALL MONUMENTS WILL BE SET AFTER CONSTRUCTION IS COMPLETE OR WITHIN 12 MONTHS WHICHEVER OCCURS FIRST.

CURVE	L	R	CHORD	CHORD
1	42.46'	180.00'	N 3°2'25" W	42.36'
2	156.71'	500.00'	N 1°39'05" W	156.07'
3	105.29'	1000.00'	N 4°18'40" E	105.24'
4	16.66'	10.00'	S 41°58'50" W	14.79'
5	17.05'	20.00'	N 85°53'35" W	16.54'
6	17.05'	20.00'	S 85°14'50" W	16.54'
7	16.51'	10.00'	N 43°02'05" W	14.70'
8	7.89'	20.00'	N 10°00'40" W	7.84'
9	21.94'	20.00'	N 36°45'05" E	20.85'

APPROVED BY THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019.

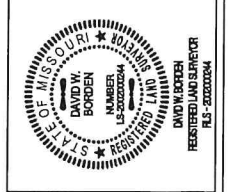
CHAIRPERSON

CITY CLERK OF MOBERLY, RANDOLPH COUNTY,  
 MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF COBBLESTONE CREEK SUBDIVISION, PLAT 2 WAS PRESENTED TO, ACCEPTED AND APPROVED BY THE COUNCIL OF THE CITY OF MOBERLY, MISSOURI AND APPROVED PURSUANT TO ORDINANCE # \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019.

COBBLESTONE CREEK SUBDIVISION, PLAT NO. 2

A PLAT OF PART OF LOT 2, CARL HAYNES SURVEY AND A REPLAT OF LOT 500, COBBLESTONE CREEK SUBDIVISION, PLAT 1, LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 54 NORTH, RANGE 13 WEST, MOBERLY, RANDOLPH COUNTY, MISSOURI

CROCKETT ENGINEERING CONSULTANTS, INC.  
 1000 W. WIFONG BLVD. BUILDING 1  
 COLUMBIA, MISSOURI 65203  
 (620) 441-5992  
 www.crockettengineering.com



**CITY OF MOBERLY, MISSOURI  
FINAL PLAT PERMIT  
REASONS FOR DETERMINATION**

Submit Questions To:  
Zoning Administrator  
City of Moberly  
101 West Reed Street  
Moberly, MO 65270-1551  
(660) 263-4420  
(660) 263-9398 (fax)

For Office Use Only:

Date of Action: May 28, 2019  
Action: APPROVAL

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ON MAY 28, 20 19, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, DENIAL) OF A REQUEST OF A CERTIFICATE OF SURVEY FOR COBBLESTONE SUBDIVISION FINAL PLAT FOR PHASE #2

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE JUNE 3, 20 19 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS SUBDIVISION REQUEST, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS.

CONDITIONS (IF ANY): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
CHAIRPERSON CONNIE ASBURY

  
\_\_\_\_\_  
ZONING ADMINISTRATOR

# City of Moberly City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Public Works  
**Date:** June 3, 2019

**Agenda Item:** Aviation Project Consultant Agreement.

**Summary:** The attached contract is for Lochner Engineering who is our approved on-call engineer for the airport. The total contract amount is \$230,000. Portions of the work will be completed by outside groups. Trekk Design group will be completing Exhibit A, property map preparation (\$30,916.57), and this will cover the DBE goal for the project. Woolpert INC will be completing the Geospatial and Aeronautical Surveying (AGIS) (\$70,645.48). Lochner will complete project formulation, complete the ALP update plan, which includes alternatives analysis for Runway Dimensions, Taxiway Locations, incorporating third party data, Runway safety area determination, ALP Narrative report, Public Involvement and Airspace analysis.

Once this work is all completed, we will have another contract with Lochner for the runway design and construction services. All of these costs are 90/10 matching, with our 10% match coming from the Transportation Trust fund.

**Recommended Action:** Bring forward to the June 17, 2019 regular City Council meeting for final approval.

**Fund Name:** Airport Contractual Services

**Account Number:** 120.000.5408

**Available Budget \$:** \$5,389.38

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ <b>Jeffrey</b>	___	___
<input checked="" type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution	<b>Council Member</b>		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ <b>Brubaker</b>	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ <b>Kimmons</b>	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Davis</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Kyser</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other_____		Passed	Failed

Airport: Omar N. Bradley (MBY)  
MoDOT Project No.: 18-034A-1

Airport Name: Omar N. Bradley (MBY)  
Project No.: 18-034A-1  
County: Randolph

**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 Moberly, MO (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Omar N. Bradley 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 Omar N. Bradley Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

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

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

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

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

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

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

the Sponsor as a party to this Agreement.

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

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

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

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

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

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

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

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

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

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

(2) SCOPE OF SERVICES:

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

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

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

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

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

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

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of

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

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

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

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

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

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the



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

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

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 9.0% of the total Agreement dollar value.

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

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

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

include, but is not limited to: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Consultant from future bidding as non-responsible.

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

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

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

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

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

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

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

desired product.

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

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

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

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

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

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

B. Advertised in general circulation trade association and

socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

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

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

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

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

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

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

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

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 9.0% 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)
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TREKK Design Group, LLC	Exhibit "A" Property Map Prep.	\$30,916.57	100.00%	\$30,916.57	13.44%
TOTAL DBE PARTICIPATION				\$30,916.57	13.44%

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
Woolpert, Inc.	343 Fountains Pkwy Suite 100 Fairview Heights, IL 62208-2170	Geospatial and aeronautical surveying	\$70,645.48

(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 **\$230,000.00**, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Planning 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, "Planning 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 AutoDesk ACAD 2017 (specify CADD version) and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

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

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

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

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

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

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

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

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

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

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

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

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

(15) INDEMNIFICATION RESPONSIBILITY:

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

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

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

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and

Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

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

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

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

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

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

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

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

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

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

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.



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

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

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

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

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

(C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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

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

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

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

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid

programs and projects);

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

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

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

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

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

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

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

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

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

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

(20) AVIATION FEDERAL AND STATE CLAUSES:

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

(B) Trade Restriction Certification – 49 U.S.C. § 50104, 49 CFR Part 30:  
1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. The Consultant shall include the above-provision concerning

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

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

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

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

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

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

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

Administration.

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

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

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

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

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

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

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

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

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

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any

Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages: The



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

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

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

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

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

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

(N) Seismic Safety – 49 CFR Part 41: N/A

(O) Right to Inventions - 2 CFR §200 Appendix II(F), 37 CFR § 401: N/A

(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 Randolph County, Missouri. The parties agree that this Agreement is entered into at Moberly, Missouri and substantial elements of its performance will take place or be delivered at Moberly, Missouri, by reason of which the Consultant consents to venue of any action against it in Randolph 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	Tom Sanders, Director of Public Works
--	---------------------------------------

Airport: Omar N. Bradley (MBY)  
 MoDOT Project No.: 18-034A-1

SPONSOR'S NAME	City of Moberly, MO		
SPONSOR'S ADDRESS	101 W Reed Street Moberly, MO 65270		
PHONE	660.269.9450	FAX	660.269.8171
E-MAIL ADDRESS	tsanders@cityofmoberly.com		

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	Chris Flageolle, PE		
CONSULTANT'S NAME	H.W. Lochner, Inc.		
CONSULTANT'S ADDRESS	16105 W 113 <sup>th</sup> Street Suite 107 Lenexa, KS 66219		
PHONE	816.945.5840	FAX	816.945.5841
E-MAIL ADDRESS	cflageolle@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.

Airport: Omar N. Bradley (MBY)  
MoDOT Project No.: 18-034A-1

- (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: Planning Services - Cost Breakdown.
- (G) Exhibit VI: Performance Schedule

Airport: Omar N. Bradley (MBY)  
MoDOT Project No.: 18-034A-1

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

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

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

Consultant:  
**H.W. LOCHNER, INC.**

Sponsor:  
**CITY OF MOBERLY, MISSOURI**

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

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

Title: Vice President, Aviation

Title: Director of Public Works

ATTEST:

ATTEST:

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

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

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

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

Airport: Omar N. Bradley (MBY)  
MoDOT Project No.: 18-034A-1

## **EXHIBIT I**

### **PROJECT DESCRIPTION**

1. Airport Layout Plan (ALP) Update with Narrative Report.
2. Airports GIS (AGIS) Aeronautical Survey.
3. Update Exhibit 'A' Property Map.

## 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:

#### **A. PROJECT FORMULATION**

The Consultant will attend/schedule a project scoping meeting to review the project scope and tasks and to confirm the specific requirements of the Project. Based on this discussion the Consultant will refine the Project scope of services to ensure completion of the defined tasks for submission to the Sponsor and MoDOT. Additionally, the Consultant will prepare a grant application for Federal assistance. The Consultant will attend one city meeting, as necessary, to address questions and issues concerning the proposed Project Agreement. Finally, the Consultant will assist the Sponsor with grant administration which will involve supporting documentation associated with reimbursement for work completed.

#### **B. ALP UPDATE WITH NARRATIVE REPORT**

1. Alternatives Analysis for Runway Dimensions (e.g., length, width, and pavement strength)

The existing runway has non-standard dimensions based on existing FAA planning guidance compared to current operational activity by turbine aircraft. In addition, the runway and taxiway system contain non-standard geometry (displaced threshold and taxiway locations near the Runway 13 approach end and aircraft apron). The purpose of the analysis will be to:

- Determine the runway design standards to meet existing and long-term facility needs
- Resolve non-standard runway and taxiway conditions
- Document options for airfield and taxiway system improvements

Tasks to be performed in the runway and taxiway design analysis:

- a. Determine runway dimensional standards
  - i. Research existing aircraft operations (type of aircraft and number of operations), including FAA Traffic Flow Management System Counts (TFMSC) data analysis.
  - ii. Determine the existing critical aircraft.
  - iii. Determine runway length requirements for the critical aircraft, using FAA Advisory Circular (AC) 150/5325-4B.



- iv. Determine Airport Reference Code (ARC), Runway Design Code (RDC), Taxiway Design Group (TDG), pavement strength and FAR Part 77 Approach Category based on the critical aircraft.
- v. Determine runway, taxiway, and other airport dimensional standards based on this information.
- vi. Acquire new wind rose data.
- vii. Evaluate runway threshold locations that keep the Runway Safety Area (RSA)/Object Free Area (OFA) on existing airport property.
- viii. Evaluate roads within the existing and potential Runway Protection Zone (RPZ). Per FAA's *Interim Guidance on Land Uses Within a Runway Protection Zone*, dated September 27, 2012, public roads within an RPZ require coordination with FAA APP-400.
  - 1) Avoid introducing the land use issue within the RPZ.
  - 2) Minimize the impact of the land use in the RPZ (i.e. routing a new roadway through the controlled activity area, move farther away from the runway end, etc.).
  - 3) Mitigate risk to people and property on the ground (i.e. protecting the roadway through the RPZ, implement operational measures to mitigate risks, etc.).
- ix. Document alternatives, per FAA's 9-27-12 RPZ memo. Documentation will include:
  - 1) Description of each alternative, including a narrative discussion and exhibits or figures depicting the alternative.
  - 2) Full cost estimates associated with each alternative regardless of potential funding sources.
  - 3) A practicability assessment based on the feasibility of the alternative in terms of cost, constructability, and other factors.
  - 4) Identification of the preferred alternative that would meet the project purpose and need while minimizing risk associated with the location within the RPZ.
  - 5) Identification of federal, state, and local transportation agencies involved or interested in the issue.
  - 6) Analysis of the specific portion(s) and percentages of the RPZ affected, drawing a clear distinction between the Central Portion of the RPZ versus the Controlled Activity Area, and clearly delineating the distance from the runway end and runway landing threshold.
- x. Analysis of (and issues affecting) sponsor control of the land within the RPZ.
- xi. Meet with city representatives and airport tenants to discuss the alternatives. Conduct a conference call with MoDOT and/or FAA officials to discuss alternatives.

- xii. Prepare findings and recommendations that support runway and taxiway improvements which comply with FAA guidance and accommodate demand.

## 2. Taxiway Locations

- The airport has two non-standard taxiway configurations.
- Direct access. The airport has a taxiway that leads directly from the apron to Runway 13-31 without requiring a right-angle turn. Such configurations can result in confusion and loss of situational awareness when a pilot expects to encounter a parallel taxiway but instead accidentally enters a runway. (FAA AC 150/5300-13A, Section 401(b)(5)(g)).
- Direct access. A second taxiway leads from the southern hangar area directly to Runway 5-23 without requiring a right-angle turn, which could result in a loss of situational awareness.

Tasks to be performed in the analysis of taxiway locations:

- a. Develop alternatives for taxiway configurations that meet the dimensional standards identified in Task 2, avoid direct access, and allow for the future improvements to the existing taxiway system.
- b. Document alternatives. Documentation will include:
  - i. Description of each alternative, including a narrative discussion and exhibits or figures depicting the alternative.
  - ii. Full cost estimates associated with each alternative.
  - iii. A practicability assessment based on the feasibility of the alternative in terms of cost, constructability, and other factors.
  - iv. Identification of the preferred alternative.
- c. Meet with city representatives and airport tenants to discuss the alternatives. Conduct a conference call with MoDOT and/or FAA officials to discuss alternatives.
- d. Prepare findings and recommendations that support taxiway improvements which comply with FAA guidance.

## 3. AGIS Aeronautical Survey

- a. The AGIS survey will include aerial imagery, field surveys, and ALP basemapping to obtain the data necessary to update the ALP drawings and to establish new and/or improve current instrument approach procedures. The survey will comply with FAA AC's 150/5300-16A, -17C and -18B.
- b. Aerial photography will be conducted to include all approach areas for potential runway alternatives. The photography must take place when leaves are on the trees, and thus the photography will likely be completed before the preferred runway alternative is finalized.

- c. Field survey will include data necessary to comply with FAA AC 150/5300-18B, Table 2-1, and will include a topographic survey of the airport.
  - d. Upon selection of the preferred runway alternative, data will be submitted through the FAA's AGIS website. Data submittal requirements include the future runway ends' latitude, longitude and elevation. Thus, the data submittal must wait for the final runway determination.
4. Exhibit 'A' Property Map Update
- a. Complete in accordance with FAA ARP SOP 3.00, *SOP for FAA Review of Exhibit 'A' Airport Property Inventory Maps*.
  - b. Survey boundary of each parcel of land comprising the airport.
  - c. Prepare exhibit with property description and parcel information for each parcel as outlined in Appendix B of FAA ARP SOP 3.00.
  - d. Indicate location of Runway Protection Zones (RPZ), runways, Runway Safety Areas/Object Free Areas (RSA/OFA), taxiways, other airport design surfaces, and road and/or railroad rights-of-way.
  - e. File reference report for each section corner identified as part of the field survey.
  - f. Obtain 50-Year Chain-of-Title Report for each parcel of property owned by the Sponsor.
5. Runway Safety Area (RSA) Determination
- a. Complete the following forms from the FAA's SOP No. 8.00, *Runway Safety Area Determination*. The forms will be included in the report's appendices.
    - i. Appendix A: Runway Safety Area Inventory for Non-Certificated Airports
    - ii. Appendix B: RSA Determination Form
6. Update Airport Layout Plan Drawings
- a. Update ALP per FAA AC 150/ 5070-6B, *Airport Master Plans*, and *FAA ARP SOP 2.00, Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs)*.
  - b. The ALP drawings will include the following sheets:
    - i. Title Sheet
    - ii. Airport Layout Drawing
    - iii. Airspace Drawing
    - iv. Inner Portion of the Approach Surface Drawing(s)
    - v. Runway Centerline Profile Drawing
    - vi. Terminal Area Drawing
    - vii. Land Use Drawing
    - viii. Departure Surface Drawing

## 7. ALP Narrative Report

A report will be prepared in accordance with the following outline and will be limited to the items within this scope of work.

- a. Introduction
  - i. Reason for the update
  - ii. Short history of the airport, including a list of past projects (to be provided by MoDOT)
  - iii. Economic Impact (utilizing data from MoDOT study)
- b. Inventory and Data Collection. Inventory the airport's physical facilities (e.g., pavement, lighting, navigational aids, buildings, roads, and fuel storage); the facilities age, type and condition will be noted and photographs will be taken; the inventory will be conducted only on airport property.
- c. Existing Facilities, Development Recommendations and Alternatives Analysis, including Environmental Overview (which will follow provisions set forth in AC 150/5070-6B, *Airport Master Plans*, Chapter 5). This section will describe the existing and ultimate development of each of the following items. .
  - i. Runways – length, width, pavement condition, and wind coverage
  - ii. Taxiways – width, pavement condition, and location
  - iii. Aircraft Aprons – tiedowns, pavement condition
  - iv. Lighting & signs – edge lights and beacon, including age and/or condition
  - v. Visual Aids – PAPI, etc., including ownership, age/condition
  - vi. Navigational Aids – NDB, GPS, AWOS, etc., including ownership
  - vii. Instrument Approaches – MDA and visibility, known obstructions if available from AVN
  - viii. Hangars – sizes, doors, condition, ownership
  - ix. Fuel Storage – size, condition, ownership
  - x. Landside Facilities
    - 1) Terminal Building – size, condition
    - 2) Other Buildings – size, condition, use
    - 3) Roads – width, condition
    - 4) Parking – size, condition
  - xi. Land – fee, easement, land not needed for aviation uses
  - xii. Coordination with other agencies and governmental units
  - xiii. Environmental Overview
  - xiv. Summary table
- d. Capital Improvement Program. This section will consist of cost estimates for the runway improvements only.
- e. Appendix: Half size (11" x 17") ALP drawings

## 8. Public Involvement

- a. Stakeholder Meetings. The Consultant shall assist the Sponsor with communications and outreach for airport users and tenants to involve them in the planned improvements and obtain data and ideas from relevant stakeholders.
- b. Public Meetings. In the event that any items in this Scope of Services result in impacts to properties outside of the airport, public meetings will be held including affected property owners. A summary report of concerns with responses to each concern will be provided to those present at the meeting.

## 9. Airspace Analysis

- a. Preliminary Obstruction Analysis Narrative: The narrative will include analysis regarding the potential obstructions within the approach areas and transitional surfaces utilizing information obtained through the AGIS Aeronautical Survey as described in Task 3.
- b. FAA Form 7460: At the conclusion of the AGIS Aeronautical Survey and alternatives analysis provided in the ALP Narrative Report, Form 7460 will be filed within the FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) database for further analysis and recommendations for mitigation.

## 10. Project Management and Deliverables

- c. Project Management
- d. Meetings
- e. Narrative Report
  - i. Draft chapters to be provided as they are completed, for preliminary review. Electronic copies only will be emailed to MoDOT and the airport
  - ii. Final report – One printed copy and one electronic copy to MoDOT and the airport.
- f. Updated ALP Drawings
  - i. Draft plans – one full-size printed copy each to MoDOT and the airport
  - ii. Final plans – one full-size printed copy and one electronic copy (pdf) each to MoDOT and the airport

Typical project elements which are not expected to be included within this sample SOW include the following:

- RSA Risk Analysis (from ACRP Report No. 50)
- Geotechnical exploration. This will be done when the ultimate runway dimensions are established
- US Army Corps of Engineers (Section 404) permit application
- Flood plain permit, storm water permit or any other local, state or federal permits.

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

**Updated January 24, 2017**

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

<b>NUMBER</b>	<b>TITLE</b>
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Progress
150/5100-13B	Development of State Standards for Non Primary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30D	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities

Airport: Omar N. Bradley (MBY)

MoDOT Project No.: 18-034A-1

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
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
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
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities

150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	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
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)



Airport: Omar N. Bradley (MBY)

MoDOT Project No.: 18-034A-1

150/5360-12F	Airport Signing & Graphics
150/5360-13 Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports by Individuals with Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 – 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
MoDOT	MoDOT DBE Program- <a href="http://www.modot.org/ecr/index.htm">http://www.modot.org/ecr/index.htm</a>

### EXHIBIT III

#### SERVICES PROVIDED BY THE SPONSOR

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

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

**EXHIBIT IV**  
**DERIVATION OF CONSULTANT PROJECT COST**  
**AGREEMENT FOR AVIATION PLANNING SERVICES**

**AIRPORT LAYOUT PLAN UPDATE WITH NARRATIVE REPORT; CONDUCT AIRPORTS GIS  
 AERONAUTICAL SURVEY; AND UPDATE EXHIBIT 'A' PROPERTY MAP**

**OMAR N. BRADLEY AIRPORT (MBY)  
 CITY OF MOBERLY, MO**

5/9/2019

**1. DIRECT SALARY COSTS**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal in Charge	18	\$60.00	\$ 1,080
Project Manager	198	\$50.00	\$ 9,900
Airport Planner	492	\$40.00	\$ 19,680
Airport Engineer	112	\$38.00	\$ 4,256
Environmental Planner	48	\$35.00	\$ 1,680
Technician	221	\$25.00	<u>\$ 5,525</u>

Total Direct Salary Costs= **\$ 42,121.00**

**2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD**

Percentage of Direct Salary Costs @ 161.89% **\$ 68,189.69**

**3. SUBTOTAL**

Items 1 and 2 **\$ 110,310.69**

**4. PROFIT**

15% of Item 3 Subtotal **\$ 16,546.60**

Subtotal = **\$ 126,857.29 Lump Sum Fee**

**5. OUT-OF-POCKET EXPENSES**

a. Mileage	1,500	miles @\$0.58/mile = \$	870.00
b. Meals	4	days @ \$55.00/day = \$	220.00
c. Printing, Shipping & Misc. Expenses		= \$	<u>490.66</u>

Total Out-of-Pocket Expenses = **\$ 1,580.66 Not to Exceed**

**6. SUBCONTRACT COSTS**

a. Woolpert, Inc. (AGIS Aeronautical Survey)	<b>\$ 70,645.48</b>
b. TREKK Design Group, LLC (Exhibit 'A' Property Map)	<b>\$ 30,916.57</b>

Total Subcontract Costs = **\$ 101,562.05 Not to Exceed**

**7. MAXIMUM TOTAL FEE**

Items 3, 4, 5 and 6 **\$ 230,000.00 Not to Exceed**

**EXHIBIT V  
 PLANNING SERVICES-COST BREAKDOWN**

**AIRPORT LAYOUT PLAN UPDATE WITH NARRATIVE REPORT; CONDUCT AIRPORTS GIS AERONAUTICAL SURVEY; AND UPDATE EXHIBIT 'A' PROPERTY MAP**

**OMAR N. BRADLEY AIRPORT (MBY)  
 CITY OF MOBERLY, MO**

5/9/2019

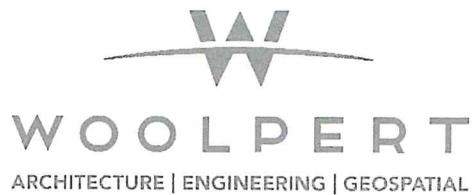
Classification: Hourly Rate:	Principal in Charge \$180.70	Project Manager \$150.59	Airport Planner \$120.47	Airport Engineer \$114.45	Environmental Planner \$105.41	Technician \$75.29	Other Costs
<b>A. PRELIMINARY SERVICES</b>							
1. Project Formulation	2	28	0	0	0	0	
Labor Subtotal =	\$4,577.84	\$361.41	\$4,216.43	\$0.00	\$0.00	\$0.00	
Expense Subtotal =	\$22.16						\$22.16
Subconsultant Subtotal =	\$0.00						\$0.00
<b>Total Fee =</b>	<b>\$4,600.00</b>						
<b>Preliminary Services Subtotal =</b>	<b>\$4,600.00</b>						
<b>B. ALP UPDATE WITH NARRATIVE REPORT</b>							
1. Alternatives Analysis for Runway Dimensions	2	16	80	0	0	20	
Labor Subtotal =	\$13,914.22	\$361.41	\$2,409.39	\$9,637.55	\$0.00	\$0.00	\$1,505.87
Expense Subtotal =	\$85.78						\$85.78
Subconsultant Subtotal =	\$0.00						\$0.00
<b>Total Fee =</b>	<b>\$14,000.00</b>						
2. Taxiway Locations	2	4	16	0	0	8	
Labor Subtotal =	\$3,493.61	\$361.41	\$602.35	\$1,927.51	\$0.00	\$0.00	\$602.35
Expense Subtotal =	\$6.39						\$6.39
Subconsultant Subtotal =	\$0.00						\$0.00
<b>Total Fee =</b>	<b>\$3,500.00</b>						
3. AGIS Aeronautical Survey	0	4	8	0	0	2	
Labor Subtotal =	\$1,716.69	\$0.00	\$602.35	\$963.76	\$0.00	\$0.00	\$150.59
Expense Subtotal =	\$37.83						\$37.83
Subconsultant Subtotal =	\$70,645.48						\$70,645.48
<b>Total Fee =</b>	<b>\$72,400.00</b>						
4. Exhibit 'A' Property Map Update	0	8	20	0	0	5	
Labor Subtotal =	\$3,990.55	\$0.00	\$1,204.69	\$2,409.39	\$0.00	\$0.00	\$376.47
Expense Subtotal =	\$92.88						\$92.88
Subconsultant Subtotal =	\$30,916.57						\$30,916.57
<b>Total Fee =</b>	<b>\$35,000.00</b>						
5. Runway Safety Area (RSA) Determination	2	2	4	32	0	8	
Labor Subtotal =	\$5,409.08	\$361.41	\$301.17	\$481.88	\$3,662.27	\$0.00	\$602.35
Expense Subtotal =	\$90.92						\$90.92
Subconsultant Subtotal =	\$0.00						\$0.00
<b>Total Fee =</b>	<b>\$5,500.00</b>						
6. Update Airport Layout Plan Drawings	2	20	160	40	0	60	
Labor Subtotal =	\$31,743.69	\$361.41	\$3,011.74	\$19,275.10	\$4,577.84	\$0.00	\$4,517.60
Expense Subtotal =	\$56.31						\$56.31
Subconsultant Subtotal =	\$0.00						\$0.00
<b>Total Fee =</b>	<b>\$31,800.00</b>						
7. ALP Narrative Report	2	24	120	0	48	65	
Labor Subtotal =	\$28,385.60	\$361.41	\$3,614.08	\$14,456.33	\$0.00	\$5,059.71	\$4,894.07
Expense Subtotal =	\$64.40						\$64.40
Subconsultant Subtotal =	\$0.00						\$0.00
<b>Total Fee =</b>	<b>\$28,450.00</b>						
8. Public Involvement	2	24	36	0	0	8	
Labor Subtotal =	\$8,914.74	\$361.41	\$3,614.08	\$4,336.90	\$0.00	\$0.00	\$602.35
Expense Subtotal =	\$35.26						\$35.26
Subconsultant Subtotal =	\$0.00						\$0.00
<b>Total Fee =</b>	<b>\$8,950.00</b>						
9. Airspace Analysis	2	8	16	40	0	25	
Labor Subtotal =	\$9,953.78	\$361.41	\$1,204.69	\$1,927.51	\$4,577.84	\$0.00	\$1,882.33
Expense Subtotal =	\$46.22						\$46.22
Subconsultant Subtotal =	\$0.00						\$0.00
<b>Total Fee =</b>	<b>\$10,000.00</b>						
10. Project Management and Deliverables	2	60	32	0	0	20	
Labor Subtotal =	\$14,757.50	\$361.41	\$9,035.21	\$3,855.02	\$0.00	\$0.00	\$1,505.87
Expense Subtotal =	\$1,042.50						\$1,042.50
Subconsultant Subtotal =	\$0.00						\$0.00
<b>Total Fee =</b>	<b>\$15,800.00</b>						
<b>ALP Update Narrative Report Subtotal =</b>	<b>\$225,400.00</b>						
<b>GRAND TOTAL =</b>	<b>\$230,000.00</b>						

## EXHIBIT VI

### PERFORMANCE SCHEDULE

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

- |    |  |   |
|----|--|---|
| A. | Preliminary Services / Project Formulation             | As Required                               |
| B. | Airport Layout Plan (ALP) Update With Narrative Report |   |
|    | Items. 1., 2., 5., 6.,7., 8., and 9.                   | 270 Calendar Days<br>after receipt of NTP |
|    | 3. AGIS Aeronautical Survey                            | 180 Calendar Days<br>After receipt of NTP |
|    | 4. Exhibit 'A' Property Map                            | 90 Calendar Days<br>after receipt of NTP  |
|    | 10. Project Management and Deliverables                | As Required                               |



April 8, 2019

Matt Jacobs, PE  
Vice President, Aviation  
Lochner  
16105 W. 113<sup>th</sup> Street  
Lenexa, KS 66219

**RE: Proposal: Aeronautical Survey at Omar N. Bradley (MBY) Airport**

Dear Mr. Jacobs:

We appreciate the opportunity to provide a proposal for supporting Lochner with geospatial services at the Omar N. Bradley Airport (MBY) in Moberly, MO. The fee and bulleted list of scope functions is understood to be completed in accordance with the FAA Advisory Circulars 150/5300-16A, -17C, change 1 and -18B, change 1.

**Project Understanding**

Woolpert understands that this project is focused on the update of an Airport Layout Plan. Woolpert's role will be focused on meeting the requirements of AC-18B, Table 2-1, Survey Requirements Matrix, for the Airport Layout Plan (ALP) column and performing these three main tasks

- 1) Obstruction analysis for AC 150/5300-18B, Vertically Guided Approach Obstruction Identification Surfaces as shown in Attachment "A" for Existing Runways 05/23 and 13/31.
- 2) Planimetric/topographic mapping of Mapping Limits as shown in Attachment "B."
- 3) Obstruction analysis for FAR Part 77, Non-Precision Type "C" for Existing Runway 13/31 and Visual Type "A" for Existing Runway 05/23 and airspace analysis for Runway Type 4, 6 and 7 for Existing Runway 13/31 and Runway Type 2 and 7 for Existing Runway 05/23, pursuant to Table 3-2, Engineering Brief (EB) 99

**Task 01 - Obstruction analysis for AC 150/5300-18B, Vertically Guided Approach Obstruction Identification Surfaces as shown in Attachment "A" for Existing Runways 05/23 and 13/31.**

- Initiate and complete the AGIS Project process on the AGIS web portal as an Airport Layout Plan – Periodic Update.
  - Develop SOW and plans as required.
- Preliminary research shows that MBY does currently have SACS but no PACS. The SACS will be utilized as the basis for control of this project. If the SACS are disturbed or are unable to be found, Temporary Survey Marks (TSMs) will be established for the basis of control in accordance with AC-16A.
- Establish photogrammetric control and collect stereo imagery covering the surface area defined by the Vertically Guided Runway standards.
  - Estimated 23 control points and 5 check points.
  - Collect imagery at a ground sample distance of 0.50', flight layout will be provided.
  - Collected with leaf-on conditions.
- Geo-referencing of aerial photography.
- Runway critical point survey on all usable runways.
- Runway profile survey on all usable runways.



- Navigational aid inventory for NAVAIDs associated to the airport (within 10 NM of ARP) including the associated perpendicular points.
- Obstruction analysis for objects penetrating the Vertically Guided surfaces.
  - Woolpert has requested existing obstruction data for MBY from the FAA for review of the OIS. There are currently 321 existing obstacles within a 5-mile radius of MBY that will be validated. This is a value-added service where the airspace around MBY and the existing obstacles would be updated, rather than new obstacles being created in the FAA's database, on top of what already resides there.
  - Woolpert will collect objects penetrating the OIS using the Object Density Selection Criteria (ODSC) as specified in Section 2.7.1.6 of AC 150/5300-18B.
- Development of new ortho-photography of the entire mapping limits as shown in Exhibit B.
  - Pixel resolution of 0.5-feet over the entire mapping limits.
- Collect major landmark features within imagery coverage.
- Conversion of Runway Helipad Design Surface data to be provided by Lochner for the RSA, RPZ and ROFA limits.
- Population of calculable and required attributes.
- Develop an AGIS compliant data file containing the safety critical data required to achieve instrument approach procedure development.
- Develop the final reports to AGIS.
  - Imagery Acquisition Report
  - Final Project Report

#### **Task 02 - Planimetric/Topographic mapping of Mapping Limits as shown in Attachment "B."**

- Field collection of airfield lights and airport signs for feature attribution.
- Utilize imagery collected for airspace analysis and AC-17C deliverables for development of planimetric and topographic mapping.
- Develop mapping features to generate 1"=100' scale mapping at 2' contour intervals.
- Mapping will include features required for standard Airport Layout Plan (ALP) base mapping as shown in Attachment "C."
- Conversion of Runway Helipad Design Surface data to be provided by Lochner for the RSA, RPZ and ROFA limits.
- Submit data to the Airport Layout Plan – Periodic Update AGIS project created in Task 01.

#### **Task 03 - Obstruction analysis for FAR Part 77, Non-Precision Type "C" for Existing Runway 13/31 and Visual Type "A" for Existing Runway 05/23 and airspace analysis for Runway Type 4, 6 and 7 for Existing Runway 13/31 and Runway Type 2 and 7 for Existing Runway 05/23, pursuant to Table 3-2, Engineering Brief (EB) 99.**

- Obstruction analysis for surface penetrations of the FAR Part 77 surfaces.
  - Existing 13/31 Runway is a Non-Precision Type "C" surface.
  - Existing 05/23 Runway is a Visual Type "A" surface.
- Airspace analysis of Table 3-2 surfaces in EB 99 for Existing Runways 13/31.
  - Runway Type 4 – Instrument approaches having visibility  $\geq 3/4$  statute mile.
  - Runway Type 6 – Glidepath Qualification Surface (GQS)
  - Runway Type 7 – Runway Departure Surface (RDS)
- Airspace analysis of Table 3-2 surfaces in EB 99 for Existing Runways 05/23.
  - Runway Type 2 – Instrument approaches serving small airplanes with approach speeds of 50 knots or more
  - Runway Type 7 – Runway Departure Surface (RDS)
- Woolpert will collect objects penetrating the above-specified OIS using the object density selection criteria as specified in Section 2.7.1.6 of AC 150/5300-18B.
- Develop and deliver to Lochner a Microsoft Excel file containing information to all Obstacles that were collected within the Obstruction Identification Surfaces:



- This spreadsheet will contain Northing, Easting, Elevation, Penetration Depth, Station, and Offset information.
- Develop and deliver to Lochner an AutoCAD file containing information to any obstacles penetrating the above specified FAR Part 77 and Table 3-2 surfaces.

**Fee Estimate Breakdown**

The survey fee estimate has been separated into individual breakdowns for each task.

Project Fee Estimate	
Task 01: AC-18B Obstruction Analysis	\$47,289.90
Task 02: Topographic and Planimetric Mapping (2')	\$ 19,261.20
Task 03: FAR Part 77 and Table 3-2 Obstruction Analysis (following ODSC requirements)	\$ 4,094.38
<b>Project Total =</b>	<b>\$70,645.48</b>

**Option – Development of new 0.5' pixel resolution orthophotography over the entire 18B OIS limits as shown in Exhibit A.**

Option Fee Estimate	
<b>Additional to Task 01: Full 18B Surface Orthos</b>	<b>\$2,632.00</b>

Woolpert estimates the entire project to take 6 months from the date of imagery acquisition to the delivery of the final data file and report to the Airports GIS website, contingent on timely AGIS approvals. The proposed fee estimates are valid for ninety (90) days from proposal date.

Please don't hesitate to contact me to discuss any comments or questions you may have (618.632.2813).

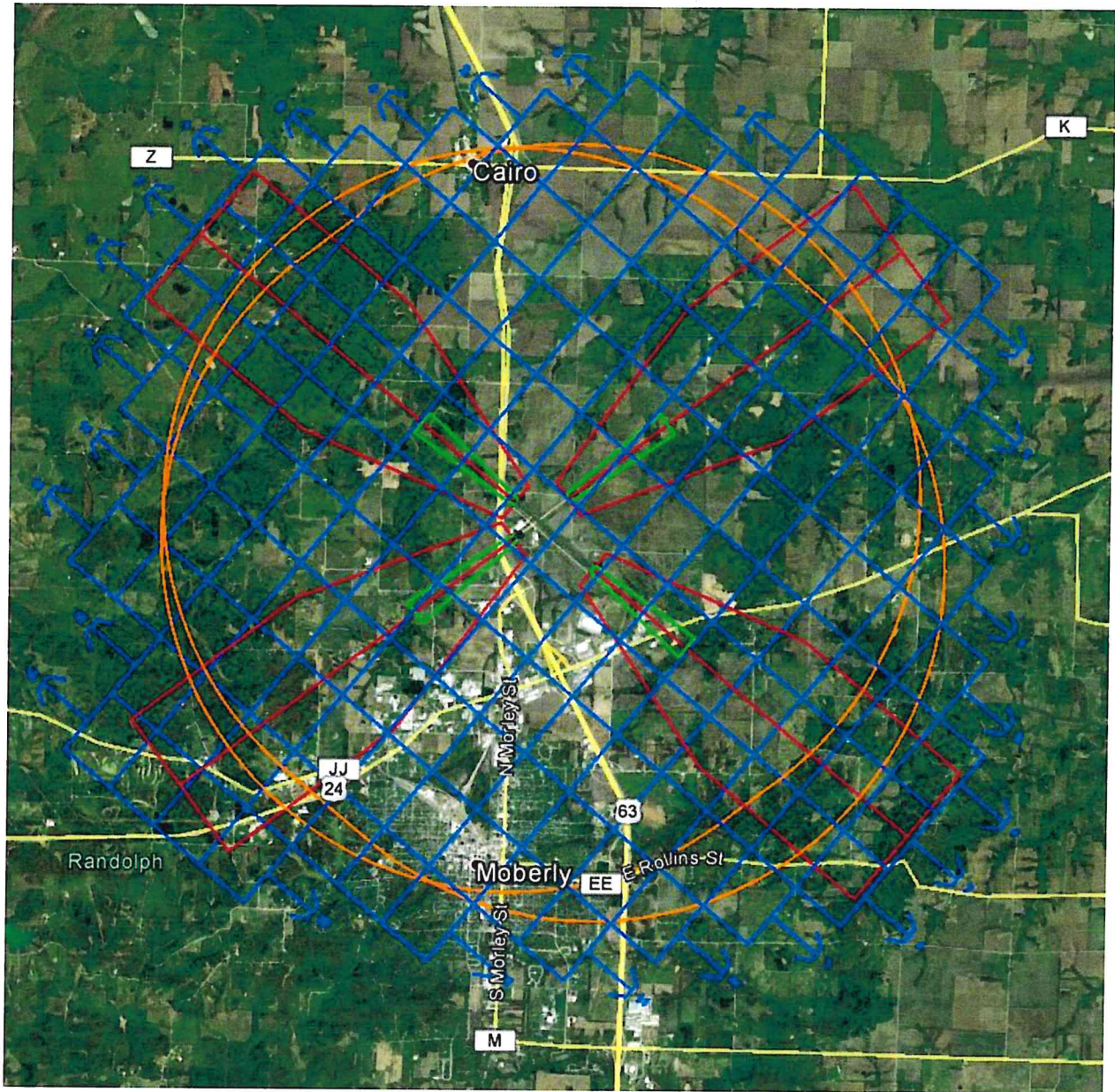
Sincerely,

Woolpert, Inc.  
Melissa M Rank, PLS  
Aviation Project Manager

Woolpert, Inc.  
Thomas E Mackie, PS  
Aviation Practice Leader  
Vice President

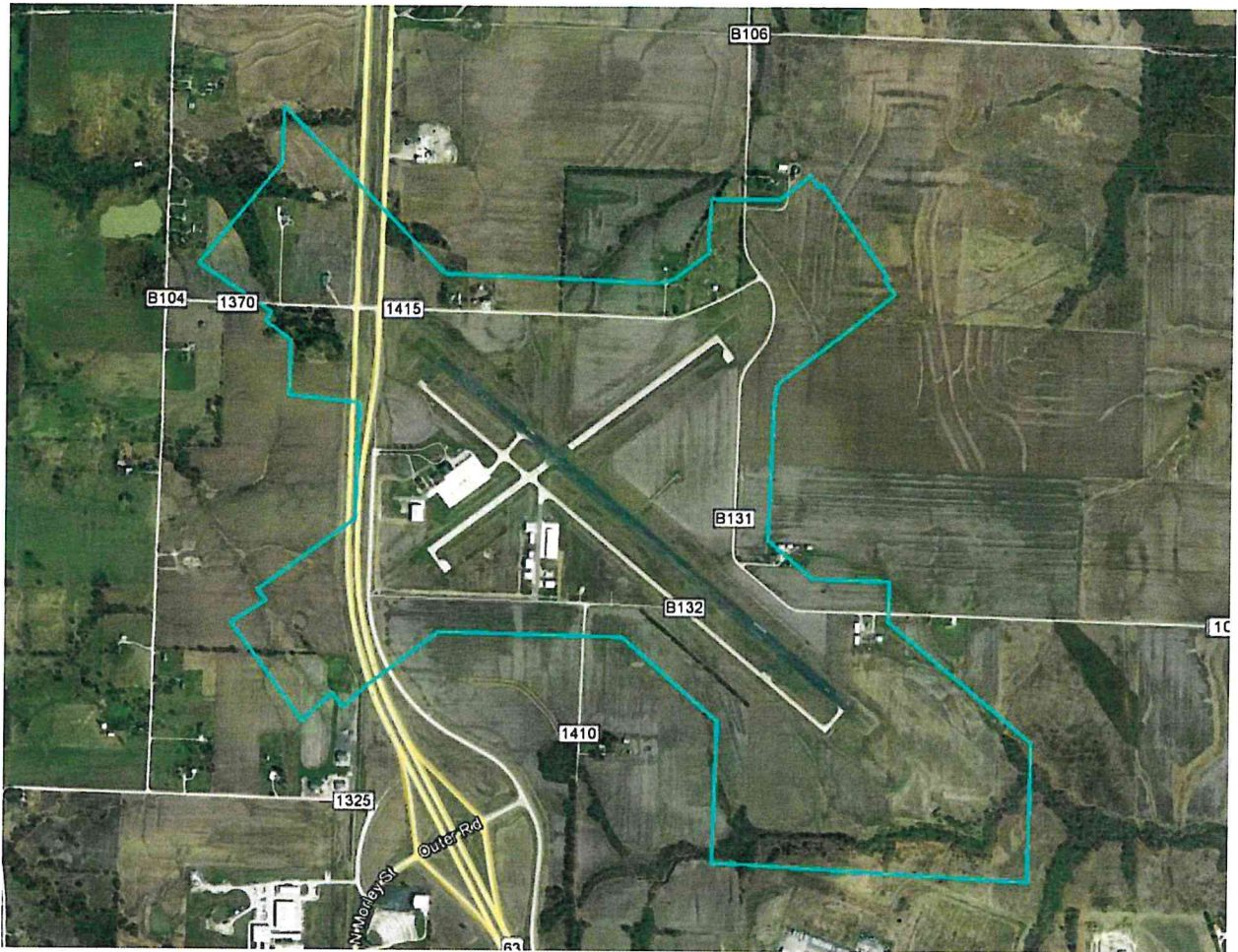


Attachment A: Imagery Limits





Attachment B: Mapping Limits





Attachment C: Feature Collection (where applicable)

Non-Safety Critical				
	Ac 150/5300-18b Section Number	Features	On Airport	Off Airport
1	5.4.4.	AirfieldLight	X	
2	5.4.15.	AirportSign	X	
3	5.4.1.	AircraftGateStand	X	
4	5.4.2.	AircraftNonMovementArea	X	
5	5.4.16.	Apron	X	
6	5.4.5.	ArrestingGear	X	
7	5.13.1.	Bridge	X	X
8	5.9.1.	Building	X	X
9	5.13.2.	DrivewayArea	X	
10	5.13.3.	DrivewayCenterline	X	
11	5.8.10.	ElevationContour	X	X
12	5.9.4.	Fence	X	
13	5.9.5.	Gate	X	
14	5.8.11.	ImageArea	X	X
15	5.5.1.	LandmarkSegment	X	X
16	5.4.19.	MarkingArea (Off Runway)	X	
17	5.4.20.	MarkingLine (Off Runway)	X	
18	5.4.21.	MovementArea	X	
19	5.13.4.	ParkingLot	X	X
20	5.4.7.	PassengerLoadingBridge	X	
21	5.13.5.	RailroadCenterline	X	X
22	5.13.6.	RailroadYard	X	X
23	5.13.7.	RoadCenterline	X	X
24	5.13.8.	RoadPoint	X	X
25	5.13.9.	RoadSegment	X	X
26	5.4.24.	RunwayArrestingArea	X	
27	5.7.11.	Shoreline	X	X
28	5.4.29.	Shoulder	X	
29	5.6.10.	State	X	X
30	5.14.1.	TankSite	X	
31	5.4.31.	TaxiwayElement	X	
32	5.4.14.	Taxiwayholdingposition	X	
33	5.4.30.	TaxiwayIntersection	X	
34	5.9.6.	Tower	X	X
35	5.7.12.	Wetland (no official delineation)	X	
36	5.7.5.	Forest Stand Area	X	X



Safety Critical				
	Ac 150/5300- 18b Section Number	Features	On Airport	Off Airport
1	5.8.	AirportControlPoints	X	X
2	5.8.9.	CoordinateGridArea	X	X
3	5.4.19.	MarkingArea (Runway only)	X	
4	5.4.20.	MarkingLine (Runway only)	X	
5	5.10.	Navaidequipment	X	X
6	5.5.2.	Obstacle	X	X
7	5.5.3.	ObstructionArea	X	X
8	5.5.4.	ObstructionIDSurface	X	X
9	5.4.22.	Runway	X	
10	5.4.25.	RunwayBlastPad	X	
11	5.4.8.	RunwayCenterline	X	
12	5.4.12.	RunwayElement	X	
13	5.4.26.	RunwayEnd	X	
14	5.4.9.	RunwayHelipadDesignSurfaces *	X	X
15	5.4.10.	RunwayIntersection	X	
16	5.4.27.	RunwayLabel	X	
17	5.4.11.	RunwayLAHSO	X	
18	5.4.18.	TouchDownLiftOff	X	

\* Shape only for RSA, OFA, OFZ and RPZ



## Attachment D: Survey Requirements

Table 2-1. Survey Requirements Matrix

Intended End Use of the Data ▶	AC Reference	Airport Layout Plan (ALP)
<b>Required Tasks ▼</b>		
Provide a Survey and Quality Control Plan	150/5300-16/17/18	•
Establish or validate Airport Geodetic Control	150/5300-16	•
Perform, document and report the tie to National Spatial Reference System (NSRS)	150/5300-16	•
Survey runway end(s)/threshold(s)	150/5300-18	•
Monument runway end(s)/threshold(s)	150/5300-18	•
Document runway end(s)/threshold location(s)	150/5300-18	•
Identify and survey any displaced threshold(s)	150/5300-18	•
Monument displaced threshold(s)	150/5300-18	• <sup>1</sup>
Document displaced threshold(s) location	150/5300-18	•
Determine or validate runway length	150/5300-18	•
Determine or validate runway width	150/5300-18	•
Determine runway profile using 50 foot stations	150/5300-18	• <sup>2</sup>
Determine runway profile using 10 foot stations	150/5300-18	• <sup>2</sup>
Determine the touchdown zone elevation (TDZE)	150/5300-18	•
Determine and document the intersection point of all specially prepared hard surface (SPHS) runways	150/5300-18	•
Determine and document the horizontal extents of any Stopways	150/5300-18	•
Determine any Stopway profiles	150/5300-18	•
Determine if the runway has an associated clearway	150/5300-18	•
Survey clearway to determine objects penetrating the slope	150/5300-18	•
Determine and document the taxiway intersection to threshold distance	150/5300-18	•
Determine runway true azimuth	150/5300-18	•
Determine or validate and document the position of navigational aids	150/5300-18	•
Determine or validate and document the position of runway abeam points of navigational aids	150/5300-18	
Determine potential navigational aid screening objects	150/5300-18	
Collect and document VOR receiver checkpoint location and associated data	150/5300-18	
Perform or validate and document an airport airspace analysis	150/5300-18	•
Collect and document helicopter touchdown lift off area (TLOF)	150/5300-18	•
Collect and document helicopter final approach and takeoff area (FATO)	150/5300-18	•
Collect or validate and document airport planimetric data	150/5300-18	•
Determine or validate the elevation of the Air Traffic Control Tower Cab Floor (if one is on the airport)	150/5300-18	•
Perform or validate a topographic survey	150/5300-18	•
Collect and document runway and taxiway lighting	150/5300-18	•
Collect and document parking stand coordinates	150/5300-18	
Collect cultural and natural features of landmark value	150/5300-18	•
Determine elevation of roadways at the intersecting point of the Runway Protection Zone (RPZ) or the runway centerline extended	150/5300-18	•
Determine all Land Use to 65 DNL contour	150/5300-18	•
Document features requiring digital photographs	150/5300-18	•
Document features requiring sketches	150/5300-18	•
Collect position and type of runway markings	150/5300-18	•
Collect position and type taxiway markings	150/5300-18	
Locate, collect, and document photo ID points	150/5300-17	
Identify collect, and document wetlands or environmentally sensitive areas	150/5300-18	•
Collect imagery	150/5300-17	
Provide a final Project Report	150/5300-16/17/18	•

**Notes**

<sup>1</sup>Only when runway construction is involved.

<sup>2</sup>All 14 CFR Part 139 airports require 10 foot stations. At all other airports the distance between stations is between 10 and 50 feet to meet local requirements

<sup>3</sup>Only required for the identified Category II and III special topographic survey<sup>3</sup>

<sup>4</sup>For Cat II and III radar altimeter area or if specifically requested



Attachment E: Woolpert Fee Forms

DERIVATION OF CONSULTANT PROJECT COSTS

OMAR N. BRADLEY (MBY)
MOBERLY, MO

AERONAUTICAL GEOSPATIAL SERVICES

April 8, 2019

1 DIRECT SALARY COSTS:

Table with 4 columns: TITLE, HOURS, RATE/HOUR, COST (\$). Rows include Project Director, Project Manager, Project Surveyor, Photogrammetrist, Sr Photogrammetric Technician, Jr Photogrammetric Technician, Survey Crew Chief, Survey Technician, Drafter, and Administrative.

Total Direct Salary Costs = \$19,128.92

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @ 183.22 % = \$35,048.01

3 SUBTOTAL:

Items 1 and 2 = \$54,176.93

4 PROFIT:

10 % of Item 3 Subtotal = \$5,417.55

Subtotal \$59,594.48 Lump Sum Fee

5 OUT-OF-POCKET EXPENSES:

Table with 4 columns: Item, Hours/Days/Nights/Units, Rate, Total Cost. Items include Equipment, Vehicle, Meals, Motel, and Hard Drives.

Total Out-of-Pocket Expenses = \$4,369.00 Not to Exceed

6 SUBCONTRACT COSTS:

Table with 3 columns: Description, Rate, Total Cost. Row: Imagery Acquisition Firm n/a = \$6,682.00

= \$6,682.00 Not to Exceed

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$70,645.48



OMAR K. BRADLEY (MBY)  
MOBERLY, MO

AERONAUTICAL SURVEY SERVICES

April 8, 2019

Classification:	Project Director	Project Manager	Project Surveyor	Photogrammetrist	Sr. Photogrammetrist	Jr. Photogrammetrist	Survey Crew Chief	Survey Technician	Drafter	Administrative	Other Costs
Gross Hourly Rate:	\$193.42	\$125.00	\$97.02	\$103.76	\$54.51	\$66.02	\$79.38	\$64.52			
<b>A. BASIC SERVICES</b>											
1. Preliminary Phase:											
Total =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Design Phase:											
Total =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Building Phase:											
Total =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>PART A SUBTOTAL =</b>	<b>\$0.00</b>										
<b>B. SPECIAL SERVICES</b>											
1. AGIS Design Approach Survey:											
Total =	\$399.84	\$2,268.54	\$2,522.52	\$3,450.32	\$3,393.20	\$12,863.56	\$3,957.12	\$4,127.76	\$259.08	\$11,051.00	
2. Update ALP Base Mapping:											
Total =	\$399.84	\$1,512.36	\$1,358.28	\$3,045.28	\$1,696.60	\$5,461.00	\$524.40	\$3,175.20	\$129.04	\$9,000.00	
3. AGIS As-Built Survey											
Total =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. FAR Part 77 Obstruction Analysis:											
Total =	\$199.42	\$524.12	\$395.08	\$217.52	\$339.32	\$0.00	\$0.00	\$2,351.40	\$64.52	\$0.00	\$0.00
5. Geosynthetic:											
Total =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>PART B SUBTOTAL =</b>	<b>\$170,645.48</b>										
<b>GRAND TOTAL =</b>	<b>\$170,645.48</b>										

Overhead Rate	Employee Classification	Project Director	Project Manager	Project Surveyor	Photogrammetrist	Sr. Photogrammetrist	Jr. Photogrammetrist	Survey Crew Chief	Survey Technician	Drafter	Administrative
		\$193.42	\$125.00	\$97.02	\$103.76	\$54.51	\$66.02	\$79.38	\$64.52		
	Hourly Rate	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	Total Hours	5	34	44	62	64	256	58	58	122	7
	Per Classification										

- (1) Mileage, Tools and Maps
- (2) Equipment, Materials and Supplies
- (3) Computer Services
- (4) Vendor Services
- (5) Other (Identify)



A D/WBE, SBA 8(A), WOSB Certified  
Civil Engineering Firm

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April 2, 2019

Matt Jacobs, PE  
Vice President, Aviation  
LOCHNER  
16105 W. 113st suite 107  
Lenexa, KS 66219

**RE: Fee and Scope for Moberly, Mo. Airport Exhibit "A"**

Dear Matt,

Thank you for the request for surveying services. We understand this would be to complete the update on the Exhibit "A" at Omar N. Bradley Airport MBY in Moberly, MO. We also understand that the existing Exhibit "A" drawing and other information as needed will be available from the Airport/FAA. We have the following scope for these services:

**SCOPE:**

*The Consultant will update the airport's Exhibit 'A' Property Map in accordance with FAA ARP SOP 3.00, Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps, Appendix B. Exhibit 'A' Review Checklist. Project tasks include the following:*

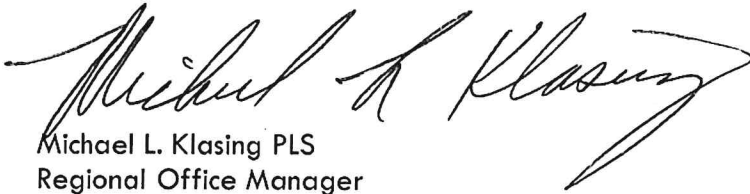
1. *Survey boundary of each parcel of land comprising the airport.*
2. *Prepare exhibit with property description and parcel information for each parcel as outlined in Appendix B of FAA ARP SOP 3.00.*
3. *Indicate location of Runway Protection Zones (RPZ), runways, Runway Safety Areas/Object Free Areas (RSA/OFA), taxiways, other airport design surfaces, and road and/or railroad rights-of-way.*
4. *File reference report for each section corner identified as part of the field survey.*
5. *Obtain Title Report for each parcel of property owned by the Sponsor.*
6. *Project deliverables shall include the following:*
  - *One (1) CD-ROM containing electronic files (pdf and ACAD) of the updated property map.*
  - *Three (3) 34" x 22" signed and sealed hardcopies of the updated property map.*



FEE:

Our fee would be as shown on the attached spreadsheet and totals \$26,070.57 Lump Sum and \$4,846 NTE for a total of \$30,916.57 On behalf of TREKK, I appreciate the opportunity to work with you on this project. Please review and let me know of any comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael L. Klasing". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Michael L. Klasing PLS  
Regional Office Manager  
TREKK Design Group, LLC

**DERIVATION OF SUBCONSULTANT PROJECT COST  
FOR SURVEYING SERVICES**

**UPDATE EXHIBIT 'A' PROPERTY MAP**

**OMAR N. BRADLEY AIRPORT (MBY)**

[4-2-2019]

**1. DIRECT SALARY COSTS**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Project Manager	6	\$40.51	\$ 243
Project Surveyor	55	\$40.51	\$ 2,228
Survey Crew	68	\$51.89	\$ 3,529
Survey Technician	50	\$30.37	\$ 1,519
Drafter	40	\$30.37	<u>\$ 1,215</u>
Total Direct Salary Costs=			<b>\$ 8,732.93</b>

**2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD**

Percentage of Direct Salary Costs @ 161.87% = \$ 14,135.99

**3. SUBTOTAL**

Items 1 and 2 **\$ 22,868.92**

**4. PROFIT**

14% of Item 3 Subtotal = \$ 3,201.65

**Subtotal of Items 3 and 4 = \$ 26,070.57** Lump Sum Fee

**5. OUT-OF-POCKET EXPENSES**

a. Mileage	700	miles @\$0.58/mile = \$	406.00
b. Meals	8	days @ \$55.00/day = \$	440.00
c. Motel	0	days @ \$94.00/day = \$	-
d. title work 10 X 400			<u>\$ 4,000.00</u>

**Total Out-of-Pocket Expenses = \$ 4,846.00** Not-To-Exceed

**6. SUBCONTRACT COSTS**

a. None **\$ -**

**7. MAXIMUM TOTAL FEE**

Items 4, 5 and 6 **\$ 30,916.57** Not-To-Exceed

Missouri Department of Transportation  
*Patrick K. McKenna, Director*

1.888.ASK MODOT (275.6636)

January 24, 2018

Ms. Kimberly Robinett  
TREKK Design Group, LLC  
1411 E. 1045<sup>th</sup> Street, Suite 105  
Kansas City, MO 64131

Dear Ms. Robinett:

Thank you for submitting your company's annual financial pre-qualification documents. MoDOT's Audits and Investigations Division has completed the review. TREKK Design Group, LLC will be added to the Approved Consultant Pre-qualification List. To view this list, go to [www.modot.gov](http://www.modot.gov) scroll down the page to Consultant Services under the More Links – select Consultant Pre-qualification Requirements – select Approved Consultant Pre-qualification List.

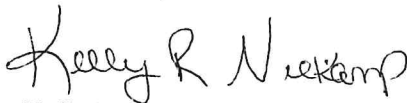
The rate(s) shown in the following table represent the rate(s) as presented in the financial pre-qualification documents for the year ended December 31, 2016. The acceptance of this rate(s) is for MoDOT only and is not intended to imply cognizant approval.

Home Office Rate	161.87%
------------------	---------

All companies must submit the required pre-qualification information annually using the most current forms found on the Consultant Pre-qualification Requirements webpage. Failure to comply may result in loss of MoDOT pre-qualification. Financial information should reflect the most recent complete fiscal year and must be submitted no later than six months after the close of that fiscal year. Please remember to review the expiration dates to ensure your company remains in approved status.

If you have any questions, please call (573) 751-7446.

Respectfully,



Kelly R. Niekamp  
Audit Manager  
Audits and Investigations

cc: Mary Ann Jacobs-de

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_

Department: Finance

Date: June 3, 2019

**Agenda Item:** A resolution authorizing the City Manager of Moberly, Missouri to enter into an agreement with Azavar Government Solutions for auditing services related to various fee and tax revenues.

**Summary:** Azavar Government Solutions provides industry-specific auditing services to governmental entities. Under this agreement they will audit various fee and tax revenues for proper calculation of the amounts due to the City and proper and complete remittance of those amounts. For any new amounts due found or any amounts that were underpaid, the City will pay Azavar 40% of these amounts for a 36-month period. For example, if Azavar finds new revenue of \$1,000 per month, the City would pay Azavar \$14,400 for those findings (\$1,000 x 36 months x 40%). While it may appear that the City is losing money here, remember the 60% gain in new revenue which is \$21,600, plus after 36 months the City will receive the full amount of the new revenue.

These revenue sources have never been audited to this degree, so we are confident that this will find additional revenue for the City and at the least will put these sources on notice that they are being monitored.

**Recommended**

**Action:** Direct staff to draft a resolution for the June 17 meeting.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ <b>Jeffrey</b>	___	___
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution	<b>Council Member</b>		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ <b>Brubaker</b>	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ <b>Kimmons</b>	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Davis</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Kyser</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice		Passed	Failed
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____			

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered into by and between Azavar Audit Solutions, Incorporated, (D.B.A. Azavar Government Solutions) an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 (“Azavar”), and the City of Moberly, a Missouri municipal corporation having its principal place of business at 101 West Reed Street, Moberly, MO 65270 (“Customer”).

### 1. SCOPE OF SERVICES

- 1.1 Subject to the following terms and conditions, Azavar shall provide professional computer, data audit, compliance management, and management consulting services (“Services”) in accordance with the below statement of work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards. The Services and work provided shall be provided in substantial accordance with the below Statement of Work:
- (a) Azavar shall undertake a Local Government Audit Program on behalf of the Customer. As part of the Local Government Audit Program Azavar shall, on behalf of the Customer, separately review and audit each fee, ordinance, contract, franchise agreement, utility tax, locally administered taxes or fees, locally imposed occupation tax, ad valorem tax, excise tax, taxpayer, franchise fee, utility service fee, intergovernmental or other remittances to the Customer, and expense imposed by or upon the Customer within the Customer’s corporate boundaries (“Audits”) including, but not limited to local businesses, electric, gas, cable, telecommunications, refuse, and water providers (“Providers”) on behalf of the Customer. Azavar shall review during the course of its work for the Customer, Customer ordinances, contracts, receipts, addresses and databases, including any of the aforementioned items, whether administered locally, by the state or federal government, by any other government or non-government organization, or by any other third-party, revenues relating to state and local sales/use/occupation taxes, including business license/registration databases and revenue, and any other locally authorized fees and/or licenses, including liquor licenses. Azavar shall review and audit, amusement, food, beverage, and/or liquor taxes and/or fees and hotel, motel, bed, and/or transient occupancy taxes where applicable to the Customer. Azavar shall review and consult Customer on areas to enhance, increase, or maximize Customer revenues including, but not limited to, previous, existing, or new ordinances, agreements, or third-party contracts. Should the Customer own or operate its own utilities including electric, natural gas, water or other utilities, Azavar shall also review and audit the revenues and expenses of those Customer owned or operated utilities.
  - (b) The purpose of each audit is to determine past, present, and future taxes, franchise fees, service fees, or any other recoveries, refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and Missouri state law, the Customer’s own local ordinances and databases, and the franchise agreements, contracts or bills between Customer and Providers are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits findings of monies paid, due, or potentially due to the Customer for review by the Customer (“Findings”). Where already allowable by existing Customer contracts or agreements or Federal, State, or local laws or ordinances, this Agreement authorizes Azavar to correct any prospective errors and make a reasonable effort to collect monies due to the Customer under such applicable laws, local ordinances, or contracts. Azavar shall review Customer ordinances and shall present Findings to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 3 of this Agreement, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days.
  - (c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Agreement and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees that it shall not initiate or engage in any Audits, changes to any ordinances related to any Audits, or execution or renewal of any contracts or franchise agreements related to any Audits as contemplated under this Agreement without Azavar’s prior written consent.
  - (d) In order to perform the Audits, Azavar shall require full access to Customer records and Provider records. Customer shall use its authority as necessary to assist in acquiring information and procure data from Providers. Customer agrees that it shall cooperate with Azavar, provide any documentation and records requested by Azavar, and provide continued access (prior to, during, and following any Audits) to documentation and records, and shall engage in meetings with Providers when requested by Azavar. Customer shall notify Azavar of any Provider requested meetings with Customer and shall include Azavar in said meetings.
  - (e) During the course of each audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its participation for that specific Provider audit at no cost to the Customer and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar’s or Customer’s knowledge thereof.
  - (f) Customer acknowledges that each Provider is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that a Provider will take to limit its responsibility or liability during the Audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay all Azavar expenses and fees on a time and materials basis for that audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits;
  - (g) The first audit start date is expected to be within no later than thirty (30) days from the date of this Agreement unless changed and approved by the Customer’s Audit Primary Contact and Liaison;
  - (h) Each audit is expected to last at least six (6) months. Each subsequent audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping audit work may take place at the discretion of Azavar. Audit timelines are set at the sole discretion of Azavar;
  - (i) Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer’s Primary Contact and Liaison and will occur approximately every quarter;

- (j) Jason Perry, Local Government Audit Program Manager, and Azavar specialists will be auditors under this Agreement. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

12 Customer agrees to provide reasonable access to facilities for Consultants working on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto. Customer will assign and designate an employee to be the Audit Primary Contact and Liaison. The Customer's Audit Primary Contact and Liaison will be the final decision maker for the Customer as it relates to this audit and will meet with Azavar staff on a regular basis as necessary. Lack of participation of Customer staff, especially at critical milestones during an audit, will adversely affect the audit timeline and successful recovery of funds. Customer's staff shall be available for meetings and participation with Providers to properly verify records and recover funds.

2. **INDEPENDENT CONTRACTOR.** Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever. Customer shall designate Azavar as Power of Attorney with the Missouri Department of Revenue solely for the purpose of reviewing data provided by the Missouri Department of Revenue.

3. **PAYMENT TERMS.**

31 Customer shall compensate Azavar the fees set forth in this agreement on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement. Any invoice not disputed in writing by Customer within thirty (30) days after the receipt of such invoice shall be considered approved by the Customer. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within thirty (30) days after the receipt of such invoice, Azavar, at its sole discretion, may accelerate all payments due under this Agreement and seek recovery of all estimated fees due to Azavar based on Findings. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney's fees, court costs, and collection service fees and costs for any efforts to collect fees from the customer. Contingency payment terms are outlined below. If Customer negotiates, abates, cancels, amends, delays, or waives, without Azavar's written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below and for the following thirty-six (36) months. If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-six (36) months at the contingency fee rates set forth below.

32 Customer shall pay Azavar an amount equal to forty (40) percent of any new revenues or prospective funds recovered per account or per Provider for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to forty (40) percent of any savings and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Provider. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Provider data and regulatory filings. All revenue after the subsequent thirty-six (36) month period for each account individually will accrue to the sole benefit of the Customer.

33 As it pertains to Customer expenses, utility service bill and cost Audits, Customer shall pay Azavar an amount equal to forty (40) percent of prospective savings approved by Customer for thirty-six (36) months following the date savings per Provider is implemented by Azavar or Customer. In the event Azavar is able to recover any refunds or any credits at any time, Customer will pay Azavar an amount equal to forty (40) percent of said refunds or credits recovered for or received by Customer from any Provider. All contingency fees paid to Azavar are based on determinations of savings by Azavar including Provider data and regulatory filings. All savings after the subsequent thirty-six (36) month period for each service provider individually will accrue to the sole benefit of the Customer.

4. **CONFIDENTIAL INFORMATION**

41 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include:

- (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties where such third parties have no confidentiality obligations to the disclosing party; and (iv) information subject to disclosure under any Missouri state or federal laws.

42 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under any Statement of Work hereto.

5. **INTELLECTUAL PROPERTY**

51 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefor shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

- 52 Under no circumstance shall Customer have the right to distribute any software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.
- 53 Azavar agrees to provide and Customer agrees that it shall use, upon execution of this Agreement, Azavar developed, hosted, managed, and supported software pertaining to local government expense management, tax location management, compliance monitoring, and tax filing and payment applications for locally authorized and/or administered taxes or fees, and revenue monitoring, management, and reporting software (“Azavar Software”). Customer agrees that the Azavar Software shall be available on Customer’s official website and accessible to users of Customer’s website in a live and secure production environment. All Azavar Software is provided in accordance with the terms of the then applicable End User License Agreement(s). Azavar shall provide Customer access and use of any Azavar provided software at no charge to Customer for a period of no less than four (4) months and not to exceed six (6) months (“Trial Discount Period”). Azavar shall retain all rights, at its sole discretion, to recover service fees or cost(s) at any time from Customer and/or End Users for transaction costs. Azavar agrees to set reasonable prices for Azavar Software provided to Customer and/or End Users after any initial Trial Discount Period.

6. **DISCLAIMER**

**EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR’S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT AZAVAR’S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.**

7. **TERMINATION**

- 71 Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall be effective from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar.
- 72 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.
- 73 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), and Section 10 (Use of Customer Name) shall survive termination of this Agreement.

8. **NOTICES.** Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

<u>If to Azavar</u>	<u>If to Customer</u>
General Counsel	City Attorney
Azavar Audit Solutions, Inc.	Moberly City Hall
55 East Jackson Boulevard, Suite 2100	101 W Reed Street
Chicago, Illinois 60604	Moberly, MO 65270

9. **ASSIGNMENT.** Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar’s assets.
10. **USE OF CUSTOMER NAME.** Customer hereby consents to Azavar’s use of Customer’s name in Azavar’s marketing materials; provided, however, that Customer’s name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar unless such an endorsement is provided by customer.
11. **COMPLETE AGREEMENT.** This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Missouri and the parties hereby consent to the jurisdiction of the courts of the State of Missouri.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

AZAVAR AUDIT SOLUTIONS, INC.

CUSTOMER \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_





May 6, 2018

**Jonathan M. Grossman**  
Direct Phone 202-912-4866  
jgrossman@cozen.com

Name: \_\_\_\_\_

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

Community: \_\_\_\_\_

Address: \_\_\_\_\_

Community, MO Zip: \_\_\_\_\_

**Re: Municipal Taxes and Fees**

Dear \_\_\_\_\_:

We are pleased that the [Community Full Name] City of Moberly, MO (“Moberly”) is engaging Cozen O’Connor, P.C. (“Cozen”) to assist in the collection of municipal taxes and fees from certain taxpayers. This letter is intended to formalize our retention, as required by applicable Rules of Professional Conduct. Before engaging in any specific representation of Moberly, we will need to run a conflict check and agree to the scope of work.

Cozen’s fee will be an amount equal to 40% of any retroactive funds, savings, and fair market value for any other special consideration or compensation recovered for and/or by Moberly from any audited taxpayer. All contingency fees paid to Cozen are based on determinations of recovery by Cozen and agreed to by Moberly. Cozen and Moberly \_\_\_\_\_ will each be responsible for paying their own costs such as travel expenses for their personnel and routine overhead expenses (e.g., copying, telephone and express mail). Direct litigation costs, such as filing fees, deposition transcripts, expert witness expenses, and outside copying fees, shall be paid by Moberly.

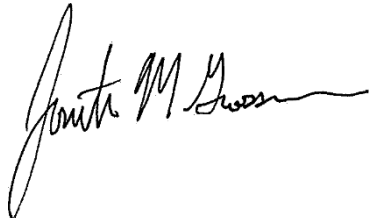
If Moberly \_\_\_\_\_ is awarded costs or legal fees in addition to taxes, penalties and interest, those costs or fees shall first be used to reimburse Moberly \_\_\_\_\_ for any direct litigation costs it paid. Any amount in excess would be paid to Cozen.

If the arrangement outlined above is satisfactory, please acknowledge this by signing below and returning it to me at your earliest convenience. If you have any questions concerning the terms of this engagement, please do not hesitate to call me.

LEGAL\35902666\1

Sincerely,

COZEN O'CONNOR



BY: JONATHAN M. GROSSMAN

JMG

ACCEPTED ON BEHALF OF (Community)

---

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

# City of Moberly City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Public Utilities  
**Date:** June 3, 2019

**Agenda Item:** Revision to Fishing Tournament Fees for Sugar Creek Lake

**Summary:** This is before the Council at the request of a local fishing tournament organizer who has asked that the City change the City Ordinance and stop charging the \$10 per boat fee for tournaments. The tournament fee requirement is not a new practice. There are an average of 3 – 6 tournaments per year, depending on whether the fishing clubs have a spring and fall tournament. We have not had complaints about the fee from other organizations. The funds raised help offset the overtime for the lake ranger to be onsite to monitor activities including idle only speeds while on the lake, since we no longer have a horsepower limit on the boats. The tournaments typically take up all the parking at the boat ramp, eliminating the use of the boat ramp by other boaters who might want to use the lake that day. Maintenance of the Lake and the surrounding areas are supported by water rates and the ½ cent capital improvement sales tax. We appreciate the potential of additional revenue that the tournaments bring to the area and increased use of a beautiful resource. Attached is the email from the organizer.

**Recommended Action:** Approve or deny the request

**Fund Name:** N/A

**Account Number:** EnterTextHere

**Available Budget \$:** EnterTextHere

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ <b>Jeffrey</b>	___	___
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution	<b>Council Member</b>		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ <b>Brubaker</b>	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ <b>Kimmons</b>	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Davis</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Kyser</b>	___	___
<input checked="" type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

## Brian Crane

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**From:** Gregory.Sander@mutualofomaha.com  
**Sent:** Thursday, May 23, 2019 3:06 PM  
**To:** Brian Crane  
**Subject:** Sugar Creek Parking Fee for Tournaments

To Whom it May Concern,

I am writing this in regards to a City Ordinance that states that there will be a \$10 per boat parking fee for all tournaments held on Sugar Creek Lake. No such fee is charged to anyone else using this lake. My concern is that tournaments, such as the one I help organize, are the type of events that are going to bring revenue to the city. The local fisherman that come out and fish are not bringing in any extra revenue, as they already live here. The club that I help organize has members from Macon County, St. Louis County, Chariton County, Monroe County and Boone County. Any tournament that we have on Sugar Creek is guaranteed to bring in some sort of extra revenue to the city, whether it be from food, gas, etc. Is the point of all the new renovations at our lakes not to attract more people in order to bring this type of revenue to the city? I was told that the \$10 dollars was to help pay for the ranger to be there on the weekend to help clean up after the tournaments but every time I have fished there on a Saturday, he has been present working on the appearance of the ramp area. I have to give him A LOT of credit because it has never looked better!!! I will tell you that people who tournament fish are all about the conservation of our lakes. We release every fish we catch after the weigh-in. It is stated in our rules that all fish must be released back into the lake after they have been weighed. We are very conscious of our trash and either keep it with us or put it in the trash cans. I have seen numerous times where people that come to fish off of the docks leave their worm containers or liver containers or drinks sitting on the dock when they leave.

I am asking that you reconsider this particular ordinance. We are running tournaments and extra revenue for the city away by having the \$10 per boat. That can add up to \$150 to \$200 for a single tournament. Not many guys are willing to pay the extra \$10 fee after driving from 30+ miles away.

Thanks for your consideration and please feel free to contact me at this email or my cell (573)489-0006 for any questions you may have.

Thanks again,

*Greg Sander*



**MUTUAL of OMAHA**

Cell : 573-489-0006

<http://www.mutualofomaha.com/agent/gregorysander>

Sec. 30-101. - Fishing.

- (a) No city fishing permit is required; however, a valid and signed state issued permit is required.
- (b) No one over 65 years of age or under 15 years of age is required to have a permit to fish.
- (c) No person can have more than three poles in water at one time.
- (d) No limb, jug, bank, trout lines or traps will be permitted.
- (e) It is unlawful for anyone to use carp or goldfish minnows for bait.
- (f) At no time shall Christmas trees or other trees, brush etc., be thrown into the lake for fish attraction.
- (g) All persons fishing must follow all state conservation department regulations.
- ~~(h) Access to fish at Cooksey Quarry (East Sugar Creek Recreational Area) is available by checking out a key from the water filtration plant with a valid driver's license and a valid state fishing license~~

**Deleted:** (h) Any fishing tournaments will be charged a fee as provided in the city fee schedule per boat involved in the tournament. ¶

**Deleted:** i

(Ord. No. 9357, § 19-81, 7-17-2017)

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_

Department: Public Utilities

Date: June 3, 2019

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**Agenda Item:** Barr Engineering scope and budget for contract addendum to evaluate hydrology, flood potential, develop conceptual alternatives and conceptual level cost estimates for 7 Bridges Road for City of Moberly area runoff

**Summary:** The City Staff have met with the Special Road District for Randolph County regarding concerns about extreme flooding on 7 Bridges Road that is causing damage to the road, culverts and bridges. The stormwater concerns in the area of the Moberly Area Community College near Holman Road and other area residents are upstream of this area. Due to the necessity to evaluate stormwater in the four-square mile watershed which includes the City of Moberly, the City would like to partner with the Special Road District to develop stormwater detention or retention to reduce flooding in the City of Moberly as well as the 7 Bridges Road area. Barr Engineering has reviewed the area and is willing to partner with the two entities and contribute \$10,000 in in-kind services for this project. This leaves the City's cost of the study at \$38,200.

**Recommended Action:** Direct staff to develop a resolution for adoption at the next meeting to allow the City Manager to execute the contract amendment.

**Fund Name:** Capital Improvement Trust Fund

**Account Number:** 304.000.5415

**Available Budget \$:** \$76,550

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M__ S__ <b>Jeffrey</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	<b>Council Member</b>		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M__ S__ <b>Brubaker</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M__ S__ <b>Kimmons</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ <b>Davis</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M__ S__ <b>Kyser</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		<input type="checkbox"/>	<input type="checkbox"/>
			Passed	Failed

May 17, 2019

Ms. Mary West-Calcagno  
Director of Public Utilities  
City of Moberly  
101 West Reed Street  
Moberly, MO 65270

**Re: Scope and Budget for Professional Services**

Dear Ms. West-Calcagno:

Thank you for the opportunity to provide this scope and budget for the professional services needed to complete the work identified below for the City of Moberly. We are grateful for the opportunity to work with you on this project. We consider our Barr team members to be an extension of your staff and we look forward to serving you.

### **Scope and Budget**

This letter sets forth changes to the contract dated February 13, 2013 between the City and Barr. Barr's scope of services is outlined in the following tasks:

#### **Evaluate Hydrology, Flood Potential, Develop Conceptual Alternatives, and Conceptual Level Cost Estimates for the 7 Bridges Road Watershed**

##### **Task 1 – Review Available Information**

We will receive and utilize available data provided by the city/Randolph County, including LiDAR and other topographic data, storm sewer data (size, location, make, pipe inverts, catch basins, and catch-basin inverts of all relevant pipes and surface drainage-ways, etc.), and street GIS overlay. If additional pipe or topographic information needs to be obtained, we understand that the city may perform that work internally for cost savings. Barr will gather other additional, publically available field or resource data such as soils data, Atlas 14 rain data, recorded rain events data, etc.

##### **Task 2 – Watershed and Subwatershed Delineation**

Major watershed and subwatershed delineations will be developed electronically through special software Barr has developed, and then will be field verified. This methodology has been found to be very accurate and efficient, with watershed delineation being completed at a significantly lower cost than performing the detailed delineations in the field. Subwatersheds will be delineated to single discharge points into the city's storm sewer system, which is typically found to be isolated catch basins or catch-basin clusters.

##### **Task 3 – Hydrology and Hydraulics Modeling**



Barr will create a detailed existing-conditions PC-SWMM model of the entire watershed impacting the site. This includes modeling the downstream system to a logical end location, such as the storm sewer outfall at a stream or flowage downstream of the flooding, or where there is a significant drop (15 to 20 feet vertically) to a manhole. The goal will be to choose an end location where it can be reasonably assumed that downstream hydraulics will not impact flows from the upstream system. The model(s) will be built to the following specifications:

- One runoff node per group of catch basins (catch-basin cluster) draining to a single manhole connection to the storm sewer system; we assume that that hydraulic capacity of catch basins does not need to be accounted for in the model.
- Basin storage will be defined using depth/area curves at low points based on LiDAR elevation data and at stormwater storage facilities.
- All pipe segments (except catch-basin connections) will be included in the PC-SWMM model, recognizing that in some cases, the pipes may need to be manually entered based on survey, record drawings, or plans not reflected in GIS.
- Overland flow paths will be defined so that high water elevations do not exceed spill-crest elevations for the 100-year event, and so that street/road overflows are reasonably defined.
- Drainage-area (subwatershed) delineations will be performed to a high level of detail using Spatial Analyst features of ArcMap or similar ArcMap tools in conjunction with LiDAR data. LiDAR LAS (LAS = "LASer" file, or LiDAR data exchange file) data and building outline data files will be downloaded and used in conjunction with storm-sewer pipe data to develop a hydrologically corrected elevation surface. The hydrologically corrected elevation surface will then be used to develop the "first-cut" subwatershed areas. Please note that some manual delineation efforts are often needed in urban areas where rooftops, curb and gutter, and street crowns are not captured in the LiDAR data. LAS datasets are described by Esri in more detail here: <http://desktop.arcgis.com/en/arcmap/10.3/manage-data/las-dataset/what-is-a-las-dataset-.htm>
- Development of infiltration parameters will be based on estimates of impervious land cover.

Stormwater BMPs such as ponds, infiltration basins, filtration basins, and underground storage facilities will be included in the PC-SWMM model when they might have an influence on projected high water elevations for design events (if data is available for these).

Boundary conditions will be defined. In areas where incoming overland flows may occur from an adjacent watershed outside of the city, modeling beyond the area of interest may be necessary to establish a reasonable estimate of inflows.

If possible, we will attempt to calibrate or verify the accuracy of the existing-conditions model using information the city may be able provide, such as surveyed drift lines after a flooding event has subsided, or aerial photos or other photos taken during events that show extent of flooding at a moment in time, and rainfall information.

Once the existing-conditions models have been developed and calibrated, we will use those models to evaluate several alternatives to improve the stormwater issues at this site.

#### **Task 4 – Conceptual Improvement Design**

Barr will develop up to 3 conceptual flood improvement options for the site. These conceptual improvement options will be developed using modeling results and input from city staff. These conceptual improvement options will be summarized in a draft technical memorandum described in Task 5.

#### **Task 5 – Draft Technical Memorandum**

A draft technical memorandum will be developed to document the modeling results for each conceptual improvement option described in Task 4. A summary of the benefits and considerations for each conceptual improvement option will also be included in this draft technical memorandum. The memorandum will be provided to City staff for their use in determining what further actions to take at the site.

#### **Task 6 –Final Model Revisions and Design Basis Memorandum Development**

- Barr will run any agreed-upon model refinements that result from communications regarding the conceptual improvements. A Design Basis Memorandum will be developed to document the design computations and assumptions incorporated into the models for each conceptual improvement option.

#### **Budget and Schedule**

Moberly will be invoiced on a time-and-materials basis for the scope listed above. The total amount to conduct the work is \$48,200. However, Barr has agreed to offer Moberly a \$10,000 discount on the project as a demonstration of our commitment to Moberly and Randolph County on this important project. This brings the revised total for the project to \$38,200. This revised total amount will not be exceeded, without prior approval from the city.

### Cost Breakdown Table

Tasks	Estimated Labor and Expenses Subtotal
Task 1: Review Available Information	\$1,800
Task 2: Watershed/Subwatershed Delineation	\$2,400
Task 3: H&H Modeling	\$13,600
Task 4: Conceptual Improvement Design	\$15,300
Task 5: Draft Technical Memorandum	\$10,900
Task 6: Final Model Revisions and Design Basis Memorandum	\$4,200
<b>Total</b>	<b>\$48,200</b>
Discount (Barr investment in Moberly and Randolph County)	\$10,000
<b>Revised Total Cost</b>	<b>\$38,200</b>

### Schedule

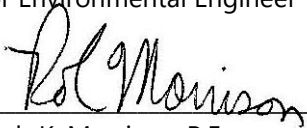
Barr will complete these review tasks in accordance with the schedule developed with city for the 7 Bridges Road Flood Control project.

We appreciate the opportunity to continue to work with you. If you have any questions about this proposal please contact Andrea Collier at 573-638-6013 (office) or 573-356-4423 (cell).

Sincerely,



Andrea D. Collier, P.E.  
Senior Environmental Engineer

By  \_\_\_\_\_

Rob K. Morrison, P.E.  
Its Vice President

Accepted this \_\_\_ day of \_\_\_\_\_, 2019  
Mary West-Calcagno, City of Moberly, Missouri

By \_\_\_\_\_  
Mary West-Calcagno  
Its Director of Public Utilities

# City of Moberly City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Public Works  
**Date:** June 3, 2019

**Agenda Item:** Supplemental Agreement #4 with Bartlett and West for design and construction inspection of the Morley Street Sidewalk and Waterline Project STP-4500 (207).

**Summary:** This is for the part-time construction observation of the Morley Street sidewalk and waterline project. The additional services shall be in an amount not to exceed eight-two thousand, two hundred and seventy-one dollars and thirty-five cents (\$82,271.35) without further authorization. The total contract amounts not to exceed of two hundred forty-six thousand one hundred dollars and ninety-six cents (\$246,100.96). Attachment A outlines the cost breakdown for this Supplement Agreement.

**Recommended Action:** Bring forward to the June 17, 2019 regular City Council meeting for final approval.

**Fund Name:** Transportation Trust/Morley Street Project

**Account Number:** 600.167.5408

**Available Budget \$:** -\$101,880.98 (this negative amount is due to the fact that we have added another section to this project and the design line item had been taken out of the budget)

ATTACHMENTS:		Roll Call	Aye	Nay
___ Memo	___ Council Minutes	<b>Mayor</b>		
___ Staff Report	___ Proposed Ordinance	M___ S___ <b>Jeffrey</b>	___	___
___ Correspondence	___ Proposed Resolution			
___ Bid Tabulation	___ Attorney's Report	<b>Council Member</b>		
___ P/C Recommendation	___ Petition	M___ S___ <b>Brubaker</b>	___	___
___ P/C Minutes	___ Contract	M___ S___ <b>Kimmons</b>	___	___
___ Application	___ Budget Amendment	M___ S___ <b>Davis</b>	___	___
___ Citizen	___ Legal Notice	M___ S___ <b>Kyser</b>	___	___
___ Consultant Report	___ Other_____		Passed	Failed

**SUPPLEMENTAL AGREEMENT NO. 4  
TO ENGINEERING SERVICES CONTRACT**

This Supplemental Agreement is made part of an agreement dated January 8th, 2016 between the City of Moberly and Bartlett & West, Inc. for design and construction inspection of project STP-4500 (207). The purpose of this Supplemental Agreement is to set the timeframe for CE services and to provide additional services as described below:

1. Provide part-time construction observation (24 hours per week for the construction observer including drive time for a maximum of 26 weeks) and construction administration for the improvements project along Business 63 and Highway 24 as described in previous submittals as Business 63 from Coats to Highway 24 on the west side of the road and Highway 24 from Business 63 to the east outer road of Highway 63 on the south side of the road.
2. The final Construction closeout shall be completed by **December 31, 2020**.

Article V, Section A, shall be replaced in its entirety with Section 2 above.

These additional services shall be in an amount not to exceed eighty-two thousand, two hundred and seventy-one dollars and thirty-five cents (\$82,271.35) without further authorization. The total contract amount not to exceed of two hundred forty-six thousand one hundred dollars and ninety-six cents (\$246,100.96). Attachment A outlines the cost breakdown for this Supplemental Agreement.

Supplement Agreement No. 4 accepted as defined herein:

OWNER: CITY OF MOBERLY, MO

ENGINEER: BARTLETT & WEST, INC.

BY: \_\_\_\_\_

BY:  \_\_\_\_\_  
Bob Gilbert

TITLE: \_\_\_\_\_

TITLE: COO

DATE: \_\_\_\_\_

DATE: 5/22/2019

ATTEST:

BY: \_\_\_\_\_

BY:  \_\_\_\_\_  
Austin Johnson

TITLE: \_\_\_\_\_

TITLE: Project Manager I

DATE: \_\_\_\_\_

DATE: 5/22/2019

**ENGINEERING FEE ESTIMATE  
MOBERLY, RANDOLPH COUNTY, MISSOURI  
STP-4500(207) CONSTRUCTION PHASE SERVICES  
MORLEY STREET & HWY 24 SIDEWALK IMPROVEMENTS**

**TASK 1 - Construction Phase Services**

Labor:	A	E-VII	24	@	\$50.00		\$1,200.00
	B	E-IV	83	@	\$37.00		\$3,071.00
	C	E-II	30	@	\$30.00		\$900.00
	D	ET-IV	678	@	\$25.00		\$16,950.00
	E	S-VI	0	@	\$40.00		\$0.00
	F	ST-VII	0	@	\$28.00		\$0.00
	G	A-II	8	@	\$20.00		\$160.00
		Sub-Total Labor	823				\$22,281.00
		Overhead	187.70%				\$41,821.44
		Fixed Fee	14.75%				\$9,455.11
						Total Labor	\$73,557.55
		<b>Expenses</b>					
		Printing and Plotting	1	@	\$125.00	lump sum	\$125.00
		Mileage	11,360.00	@	\$0.580	per mile	\$6,588.80
		Subconsultant (testing)	1	@	\$2,000.000	lump sum	\$2,000.00
						Total Expenses	\$8,713.80
						<b>TOTAL TASK 1</b>	<b>\$82,271.35</b>

ENGINEERING FEE ESTIMATE								
MOBERLY, RANDOLPH COUNTY, MISSOURI								
STP-4500(207) CONSTRUCTION PHASE SERVICES								
MORLEY STREET & HWY 24 SIDEWALK IMPROVEMENTS								
	A	B	C	D	E	F	G	Total
TASK 1 - Construction Phase Services	E-VII	E-IV	E-II	ET-IV	S-VI	ST-VII	A-II	Hours
Assist the City in obtaining and processing contracts with the contractor.	2	4						6
Conduct preconstruction conference.		6		4				10
Review schedule submitted by contractor.		1						1
Review shop drawings and material certifications.		2	24					26
Review material allowances, sample materials, arrange lab tests as necessary				12				12
Perform partial construction observation, review wage rates, maintain progress diary, measure & document quantities and other records.(assumes 24 hours per week for 26 weeks).	24			624				648
Coordinate with subconsultant for materials testing during construction.		4						4
Prepare and process partial pay estimates (assumes 6).				6				6
Prepare change orders for issuance by Local Agency (total of 2).		8						8
Attend monthly progress meetings with City during the course of construction (assumes 6).		24						24
Conduct phase 1 walkthrough with the County, MoDOT and the contractor at the end of 2019 construction.		6		4				10
Conduct final walkthrough with the County, MoDOT and the contractor.		6		4				10
Conduct project closeout paperwork to be submitted to MoDOT.		8		24				32
No staking or survey are included in this scope of services.								0
No as built data will be included in this scope of services								0
Prepare GIS shapefiles for final waterline location and deliver to City.			2					2
Project administration and invoicing.		16					8	24
<b>Subtotal Task 1</b>	<b>24</b>	<b>83</b>	<b>30</b>	<b>678</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>823</b>