Open Citizen Comment Procedure

1) Public Hearings – Any citizen is allowed to ask questions and/or make comments during any public hearing scheduled for a particular issue.
2) “Citizen Communication” – Public comment can be provided on any item on the agenda or on issues affecting the City not on the agenda. Public comments should generally be limited to 3-5 minutes. Citizens are encouraged (but not required) to contact City Administration one week prior to the meeting, preferably in writing, to be placed on the agenda. Doing so provides Council an opportunity to give consideration to the issue/comment.

COUNCIL PRAYER
Ministerial Alliance

Rolla City Council Meeting
Monday, April 15, 2019
City Hall Council Chambers
901 North Elm Street
6:30 p.m.

PLEDGE OF ALLEGIANCE
Councilman Jacob Rohter

I. OLD BUSINESS
A) Ordinance Vacating an Existing Storm Sewer Easement in Lot 24, Silverleaf Subdivision – (Public Works Director Steve Hargis) – Final Reading
B) Ordinance Authorizing the Mayor to Enter into an Agreement with JViation, Inc., for Consulting Services- (Public Works Director Steve Hargis) – Motion/Final Reading
C) Ordinance Authorizing the Mayor to Enter into a Contract with Lehman Construction, LLC for Project #479 - McCutchen Roundabout – (City Engineer Darin Pryor) – Final Reading
D) Ordinance Authorizing the Mayor to Enter into a Contract with Capital Paving & Construction, LLC for Project #490 – Phase III Asphalt Improvements – (City Engineer Darin Pryor) – Final Reading

II. CONSENT AGENDA
A) Motion Accepting the April 2, 2019, Certified Election Results - (City Administrator John Butz) – Motion

III. ELECTED OFFICIALS SWEARING-IN CEREMONY

A) Comments/Recognitions of Outgoing Councilmembers:
   1) Councilman Jonathan Hines
   2) Councilman Brian Woolley
   3) Councilman Steven Jung

B) Swearing-In of Newly Elected Officials- (City Clerk Carol Daniels)

COUNCILMEMBERS
Ward 1 – Rachel Schneider
Ward 2 – Matthew Crowell
Ward 3 – David Schott
Ward 4 – John Meusch
Ward 5 – Marie Allen
Ward 6 – Christine Ruder
IV. PUBLIC HEARINGS
None.

V. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS

VI. NEW BUSINESS

VII. CLAIMS and/or FISCAL TRANSACTIONS
None.

VIII. MAYOR/CITY COUNCIL COMMENTS
A) Motion Reappointing Dr. Delbert Day to the Airport Advisory Board (July 2020) –
B) Motion Appointing Ms. Linda Goff to the Health & Recreation Center Advisory Board (April 2021) - Motion
C) Council Appointment of Mayor Pro-Tempore
D) Nomination of City Council Planning & Zoning Commission Representative
E) Local Government Week Proclamation

IX. CITIZEN COMMUNICATION
A) Open Citizen Communication

X. COMMENTS FOR THE GOOD OF THE ORDER

XI. CLOSED SESSION
Pursuant to RSMo. 510.021 the City Council will discuss the following issues in Closed Session:
Real Estate

XII. ADJOURNMENT
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Storm Sewer Easement Vacation

BUDGET APPROPRIATION: DATE: 04/15/19

COMMENETARY:

The attached ordinance vacates a small triangle shape piece from a ten foot wide storm drainage easement in Lot 24 of the Silverleaf Subdivision. The existing house and lot has a real estate contract for sale pending vacation. When the lot was surveyed it was discovered the house protrudes one foot into the easement. In order for the buyer to receive full title insurance this small area needs to be vacated. We are not utilizing the easement at this time.

Attached is a request from the prospective buyer, a survey prepared by Lortz Surveying and a legal description of the triangle.

Staff recommends approval of the vacation ordinance.
ORDINANCE NO. ____________

AN ORDINANCE VACATING A PORTION OF AN EXISTING STORM SEWER EASEMENT IN LOT 24 OF THE SILVERLEAF SUBDIVISION.

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

SECTION 1: That the storm sewer easement more particularly described as follows:

All that part of Lot 24 of the Silverleaf Subdivision, an addition to the City of Rolla, Missouri described as follows: Commencing at the Northwest corner of said Lot 24; thence North 45°44'00" East, 39.74 feet along the North of said Lot 24; thence South 44°16'00" East, 3.98 feet to the Point of Beginning; thence South 18°31'16" East, 1.14 feet; thence North 45°44'00" East, 2.62 feet; thence South 71°28'44" West, 2.36 feet to the Point of Beginning.

SECTION 2: This Ordinance shall be in full force and effect from and after the date of its passage and approval.


APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor
Mr Hargis,

I am in the process of buying the house at 1409 Timberlane Court on Lot 24 and have a signed contract. I would like to request a vacation of storm sewer easement per the description provided by my surveyor, Jason Lortz and provided to you by my realtor Amy Davis. If this problem is corrected I will be able to close on the house April 26.

Thank you,
Gayle Bodenhamer
gbodenhamer@hotmail.com
417-766-4068
BEARINGS 845W UPON PEAT Of RECORD
0' 30' 60 90' Wa'
no SET l/2 RON ROD • round t/2 iron rod
$ FOUND, 5/8 iron rod

SURVEYORS NOTES
1. Surveyor has made no investigation or independent
   measurement of any property other than that
   described in Document.
   2. No record of survey notes were
   found or recorded by anyone other than
   the Surveyor.
   3. Only the record documents noted hereinafter will
   be used to determine the property line.
   4. There may be structures or improvements located
   upon the tract and not known.
   5. This survey meets the current Missouri
   Standards for Property Boundary Survey and is
   executed in accordance therewith.

LOTZ SURVEYING
Surveyor: Lotz Surveying
Rolla, Missouri

LOT 24
0.37 acre,
Timberland
COURT

LOT 22
0.21 acre

LOT 23
0.20 acre

EASEMENT

GROWTH OF CREEK

 atlas

TJ. A.4.
STORM SEWER EASEMENT TO BE VACATED

All that part of Lot 24 of the Silverleaf Subdivision, an addition to the City of Rolla, Missouri described as follows: Commencing at the Northwest corner of said Lot 24; thence North 45°44'00" East, 39.74 feet along the North of said Lot 24; thence South 44°16'00" East, 3.98 feet to the Point of Beginning; thence South 18°31'16" East, 1.14 feet; thence North 45°44'00" East, 2.62 feet; thence South 71°28'44" West, 2.36 feet to the Point of Beginning.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis Final Reading

ACTION REQUESTED: Motion

ITEM/SUBJECT: Rolla National Airport Planning/Environmental Consultant and Engineering Consultant

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 04/15/2019

COMMENTARY: The City asked for and received RFQ's (Request for Qualifications) for both Airport Planning/Environmental Consultant and Airport Engineering Consultants.

The Airport Planning/Environmental Consultant would be involved with projects that may include:

1. Development of an Airport Layout Plan (ALP) and Narrative or Master Plan.
2. Preparation of a Certificate of Title, including an Exhibit "A" Property Map.
3. Perform Aeronautical Surveys for instrument approach procedure development and AGIS requirements.
4. Assistance with required environmental actions and documentation.
5. Assistance with land acquisition for airport development.

The Airport Engineering Consultant would be involved with projects that may include:

1. Overlay and Remark Runway 4/22. Estimated cost $2,000,000.
2. Overlay and Remark Runway 13/31. Estimated cost $1,600,000.
5. Hangar Taxi lanes. Estimated cost $500,000.

We talked with three firms who expressed an interest in one or both of the requests. Jviation and Coffman Associates submitted statements. CMT declined to submit as this time but asked to be included in future request.

John Butz and Steve Hargis scored the submittal and Jviation received the highest scores. We have been working with Jviation for several years and have been very satisfied with their performance. We recommend selection of Jviation for both Airport Planning/Environmental Consultant and Airport Engineering Consultants.

Attached is an ordinance which approves both Base Agreement and the first task to perform Aviation Project Consultant services Project Number 19-05642 Update Exhibit "A" Property Map.

Staff recommends approval of the ordinance.
ORDINANCE NO. __________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND JViation, INC. FOR PLANNING, ENVIRONMENTAL AND CONSULTING SERVICES.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a base agreement between the City of Rolla, Missouri and JViation, Inc, for Planning, Environmental and Consulting Services, a copy of said agreement being attached hereto and marked Exhibit "A".

Section 2: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a certain aviation project consultant agreement for Task Project 19-056A-2 Update Exhibit "A" Property Map between the City of Rolla, Missouri and JViation, Inc, for Planning, Environmental and Consulting Services, a copy of said agreement being attached hereto and marked Exhibit "B".


APPROVED:

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR

I. B. a.
BASE AGREEMENT
BETWEEN
JVIATION, INC.
AND
CITY OF ROLLA
ROLLA, MO

The City of Rolla, Missouri (the “Sponsor”), agrees to retain the firm of Jviation, Inc. (the “Engineer”) to perform the scope of engineering services as outlined below at the Rolla National Airport (the “Site”). The term of this Base Agreement (the “Agreement”) shall become effective upon execution by the parties and will remain in effect for five (5) years from contract execution or as terminated in accordance with the terms below.

SECTION 1. PROJECT LIST

1.1 This Agreement is for engineering services at the Site, which may include the following items (collectively, the “Project”):

**Airport Planning/Environmental**

1. Development of an Airport Layout Plan (ALP) and Narrative or Master Plan
2. Preparation of a Certificate of Title, including an Exhibit “A” Property Map
3. Perform Aeronautical Surveys for instrument approach procedure development and AGIS requirements
4. Assistance with required environmental actions and documentation
5. Assistance with land acquisition for airport development

**Airport Engineering**

1. Overlay and remark Runway 4/22
2. Overlay and remark Runway 13/31
3. Taxiways and taxilanes pavement maintenance
4. Hangar taxilanes
5. Construction new t-hangars

SECTION 2. SCOPE OF SERVICES

The engineering services to be provided in connection with any Project will be specified in a separate Agreement, accompanied by a Statement of Work (an “SOW”).

2.1 Basic Services. Engineer shall:

2.1.1 Assist the Sponsor in the preparation of the pre-application, program sketch, program narrative, and engineer’s estimate, required statements and notifications, the environmental documentation, and state and regional reviews as required.

2.1.2 Consult/coordinate with the airport authority, airport staff, the Federal Aviation Administration (“FAA”), Missouri Department of Transportation (“MoDOT”), users, city, county, and other interested parties;
2.1.3 Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations;

2.1.4 Review, and revise as necessary, the airport drawings which provide the basis for the project design;

2.1.5 Prepare preliminary Plans and Specifications and cost estimates for the design and construction;

2.1.6 Provide an acceptable airport layout plan, including exhibits and associated drawings, as required;

2.1.7 Prepare and submit final Plans and Specifications and other contract documents for approval by the Sponsor and (as required) to the FAA prior to advertising for bids;

2.1.8 Prepare a design engineer's report, including estimates of final quantities and opinion of probable construction costs. The report will be submitted with the final Plans and Specifications to the Sponsor and when applicable to the FAA and/or MoDOT;

2.1.9 Prepare or assist in the preparation of an application for federal funds and a property map;

2.1.10 Prepare Construction Safety and Phasing Plan (CSPP);

2.1.11 Coordinate the establishment of bid proposals into schedules to allow flexibility of award to match the funds available;

2.1.12 Provide complete sets of approved Plans and Specifications and other contract documents for bidding the project;

2.1.13 Arrange for and conduct a pre-bid conference and job showing;

2.1.14 Assist with the bid opening and processing of bid documents and make recommendations to the Sponsor for award of contract schedules;

2.1.15 Perform miscellaneous engineering services, e.g. hydrology studies, as requested by airport management.

2.2 Special Services. The Engineer may also provide the following special Services:

2.2.1 Soils and pavement investigations (for design), including performing soils and/or pavement testing and investigation of proposed construction areas as required for design.

2.2.2 Topographic surveys (for design), including performing topographic surveys of proposed construction areas as required for design.

2.2.3 Construction administration, including administering proposed construction activity.

2.3 Field Engineering Services. This Section 2.3 shall apply only if engineering coordination services are included within an Amendment. In such case, Engineer shall arrange for and conduct a pre-construction conference, and shall provide complete resident engineering coordination of the
construction work on the Project, with sufficient qualified inspectors, who shall be present during all construction operations, to observe that construction is accomplished in accordance with the Plans and Specifications. It is expressly understood that the term "engineering coordination" does not mean that the Engineer will assume any responsibility that replaces in any way the duties and authority of a construction superintendent or other contractor charged with responsibility for the construction operation, including ways or means of construction or job site safety.

2.3.1 The Engineer, in carrying out his or her responsibilities for engineer coordination, shall endeavor to guard the Sponsor against defects and deficiencies in the permanent work constructed by the contractor, but does not in any way guarantee the performance of the contractor. The provisions of this Section 2.3 do not limit or modify Engineer's duty to act in accordance with the professional standards set forth in Section 7 below.

2.3.2 Whenever the Engineer considers it necessary or advisable in endeavoring to guard the Sponsor against defects and deficiencies in the work constructed by the contractor, the Engineer shall have the authority to provide surveys and to observe and check surveys conducted by the contractor.

2.3.3 The Engineer shall conduct materials tests required by the FAA and observe and evaluate all such tests made by the contractor in the field and in the laboratory as necessary in accordance with the Plans and Specifications. Copies of all test reports will be furnished to the Sponsor and the FAA and/or MoDOT. Test results will be available within 24 hours of receipt.

2.3.4 The Engineer shall act as the Sponsor's agent during construction to protect the Sponsor's interest and shall have the authority to recommend to the Sponsor that the construction be stopped if not in accordance with the Plans and Specifications. The Engineer will furnish the Sponsor and the FAA and/or MoDOT a weekly construction progress and inspection report if requested.

2.3.5 The Engineer shall prepare all addition and deletion change orders and supplemental agreements as required. After acceptance of a construction contract by the contractor, copies will be submitted to the Sponsor and the FAA and/or MoDOT for approval and signature before proceeding with the work.

2.3.6 The Engineer shall prepare periodic estimates during the construction of the Project and shall prepare the final estimate when the work is completed. Periodic estimates shall be submitted regularly to the Sponsor for the concurrence and submittal to the FAA and/or MoDOT for Federal participation payment requests.

2.3.7 The Engineer shall review the submitted weekly contractor's payrolls, check shop drawings, and construction submittal; and prepare and maintain necessary records of construction progress.

2.3.8 When the Project has been completed and is ready for final acceptance, the Engineer shall arrange for inspection of the finished work by the FAA and/or MoDOT, the Sponsor, the contractor, and the Engineer, following which the final estimate for the work will be considered by the Sponsor.

2.3.9 Upon acceptance of the Project, the Engineer shall prepare record drawings, including any field surveying required to compute final quantities, and a construction engineering report, and shall provide the Sponsor and the FAA and/or MoDOT with one (1) set of reproducible record drawings.
drawings, one electronic copy and one (1) copy of the construction report. These documents shall be provided in both hard copy and in an acceptable electronic format to the Sponsor.

SECTION 3. COMPENSATION AND PAYMENT

The Sponsor shall pay Engineer the consideration set forth in each Agreement; which consideration shall constitute complete payment for all Services furnished in connection with the work required to be performed under the Agreement.

3.1 Method of Compensation. Each Agreement shall specifically identify the Services, the type of compensation, the applicable rates, and the reimbursable expenses.

3.1.1 For performance of Services included in each “Lump Sum” Agreement, which shall be defined and delineated in advance, payment to the Engineer will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct non-salary expenses as hereinafter described. The lump sum will neither increase nor decrease unless there is a Change in Scope (as defined below). In that event, the lump sum would be subject to re-negotiation, and Engineer will prepare and submit a supplemental Amendment for Sponsor’s approval.

3.1.2 For performance of Services described in each “Cost-Plus-a-Fixed-Fee” Amendment, the Sponsor shall reimburse the Engineer for allowable costs such as salary, overhead, and direct non-salary expenses, plus a fixed fee.

(A) The rates are identified on Exhibit A, Established Hourly Rate Schedule, and hereby incorporated. The rates set forth in Exhibit A are subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

(B) The overhead rate is 180.54%, and is subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

(C) The fixed fee is 15% of labor costs, and is subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

Amendments with a cost-plus-a-fixed-fee payment may be renegotiated for both the contract upper limit, defined as the not-to-exceed contract value, and the fixed fee. In order for renegotiation to occur, the following must take place:

1) The Engineer must alert the Sponsor when the Engineer’s cumulative costs approach the upper limit.

2) The Sponsor and Engineer should assess whether the remaining work effort can be completed within the remaining contract limits.

3) The Engineer must obtain Sponsor approval before exceeding the upper limit.

An increase in costs over the original contract value can occur for several reasons including, but not limited to, poor performance of construction contractor that results in additional inspection and oversight efforts; increase in construction contract time due to weather events that exceed the norm for the location; and added scope of work or services.

[Signature]

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On occasion, the Engineer is called upon to continue technical inspection services on construction contracts overrunning the program schedule contemplated at the time of negotiation. In most instances, the time element is beyond the control of the Engineer. In this instance the Engineer must be reimbursed for services in excess of the specified period of time agreed upon in each Amendment at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known. The cost of additional Engineer technical inspection services that result from contractor caused construction delays will be included in the liquidated damages established for construction contracts.

3.2 Expenses. Sponsor shall pay all publishing costs for advertisements of notices, public hearings, requests for bids, and other similar items; 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 rights-of-way required for the Project.

3.3 Payment Schedule.

3.3.1 For performance of the Services described in each Agreement, Sponsor shall pay the compensation set forth in such Agreement in monthly increments over the period of performance of the Services, based on percentage completed unless other specific payment schedules are mutually agreed to and set forth in the Agreement.

3.3.2 Payments for all Services performed pursuant to executed Agreements shall be due within thirty (30) days after the receipt of invoices. If the Sponsor disputes any portion of an invoice, it shall not be relieved of the responsibility of paying the undisputed portion thereof.

3.4 Changes in Scope.

3.4.1 It is mutually understood and agreed that the Sponsor will compensate Engineer for Services resulting from significant changes in general scope of the Project or its design, including changes in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents for contract documents and for preparation of documents for separate bids (collectively, "Changes in Scope"), only when:

(A) Such revisions are due to causes beyond the Engineer's control,

(B) The Sponsor has authorized the additional work in an executed Amendment.

3.4.2 Compensation for such extra work when authorized by the Sponsor shall be established in each Amendment.

SECTION 4. CONTRACT DOCUMENTS

4.1 For purposes of this Agreement, the “Plans and Specifications” means all engineering designs, plans, drawings, specifications, and other reports that the Engineer delivers to the Sponsor in connection with the Project.

4.2 Technical Information. The Sponsor shall make available to the Engineer all technical data that is in the Sponsor's possession including maps, surveys, property descriptions, borings, and other information required by the Engineer and relating to the Site, the Project, and the Services.

4.3 Approval of Plans and Specifications. The Sponsor shall cooperate with the Engineer in the approval of the Plans and Specifications, or should any part of such Plans and Specifications be
disapproved, shall make a timely decision in order that no undue expense will be caused the Engineer because of lack of decisions. If the Engineer is caused to incur other expenses such as extra drafting, due to changes ordered by the Sponsor after completion and approval of the plans and specifications, the Engineer shall be equitably paid for such extra expenses and services involved.

4.4 Construction Cost Opinion. Upon request by Sponsor, the Engineer shall prepare an opinion of probable construction costs, representing Engineer's reasonable judgment as a design professional (a "Cost Report"). Such Cost Report shall be provided for Sponsor's internal use and guidance only, and under no circumstances does Engineer guarantee the accuracy of the Cost Report as compared to contractor bids or actual cost to the Sponsor. Sponsor acknowledges that Engineer has no control over the actual costs of labor or materials, or over competitive bidding or market conditions.

4.5 Ownership of Plans. The original Plans and Specifications shall remain the property of the Engineer. However, reproducible copies of drawings and copies of other pertinent data will be made available to the Sponsor upon request. The Sponsor may not reuse the Plans and Specifications for any purpose other than the Project except upon (A) prior written consent of Engineer, and (B) Sponsor's agreement to indemnify, defend and hold Engineer harmless for any liability resulting from such reuse.

4.6 Delivery of Plan. The Engineer shall deliver to the Sponsor: (A) one (1) hard-copy of the final Plans and Specifications, and (B) the final Plans and Specifications in electronic form, in a reproducible and modifiable format as reasonably requested by the Sponsor (such as, for example, AutoCAD, MicroStation or other computer aided design files).

SECTION 5. FEDERAL COMPLIANCE

Engineer represents and covenants to Sponsor as follows:

5.1 The Sponsor, the FAA, MoDOT, and the Comptroller General of the United States or any of their designated representatives shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to the grant program for the purpose of audit examination, excerpts, and transcriptions.

5.2 The Engineer has formulated, adopted, and actively maintains an affirmative action plan in compliance with Executive Order No. 11246 entitled, “Equal Employment Opportunity.” The Engineer does not discriminate on the basis of race, color, religion, creed, national origin, sex or age. Goals and targets are specified in the affirmative action plan to assure its implementation.

5.3 All services performed shall be in conformance with any and all applicable rules and regulations of the FAA.

5.4 It is the policy of the DOT that "Disadvantaged Business Enterprises" (as defined in 49 CFR Part 26) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds, and the requirements of 49 CFR Part 6 shall apply to this Agreement.

5.5 The Engineer shall ensure that Disadvantaged Business Enterprises have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have
the maximum opportunity to compete for and perform in the award and performance of DOT assisted contracts.

SECTION 6. INSURANCE

6.1 The Engineer shall procure and maintain at its expense during the term of this Agreement the following insurance from insurance companies authorized to do business in the State in which the Site is located, covering all operations and services under this Agreement performed by Engineer.

6.1.1 Worker's compensation and Employer's Liability insurance in accordance with the provisions of applicable law.

6.1.2 Commercial general liability in amounts not less than $500,000 per person and up to $3,000,000 per occurrence for bodily injury, personal injury, and property damage with endorsements to include contractual liability. Engineer shall name Sponsor as Additional Insured for ongoing operations, to the extent permitted by law. Coverage shall be primary.

6.1.3 Automobile liability, bodily injury and property damage with a limit of $500,000 per person and up to $3,000,000 per occurrence, combined single limit including owned, hired and non-owned autos.

6.1.4 Professional liability insurance in amounts not less than $1 million per claim and annual aggregate.

6.2 The Engineer shall furnish to the Sponsor a certificate or certificates of insurance showing compliance with this Section 6.

6.2.1 To the extent commercially available to Jviation from its current insurance company, insurance policies required under subsection shall contain a provision that the insurance company or its designee must give the Sponsor written notice transmitted in paper or electronic format: (a) 30 Days before coverage is non-renewed by the insurance company and (b) within 10 Business Days after cancellation of coverage by the insurance company.

SECTION 7. STANDARD OF CARE

7.1 The Services shall be performed in accordance with that degree of care and skill ordinarily exercised by members of the engineering profession, performing similar services in the same locality, and under the same or similar circumstances and conditions as of the date that such Services are performed. Engineer's sole liability to Sponsor for any non-conforming Services or work shall be to correct the defective item.

7.2 The remedies provided above are the Sponsor's sole remedies for any failure of Engineer to comply with its obligations. Correction of any nonconformity or reimbursement to Sponsor in the manner and for the period of time provided above shall constitute complete fulfillment of all the liabilities of the Engineer for defective or nonconforming Services, whether the claims of the Sponsor are based in contract, in tort (including negligence and strict liability), or otherwise with respect to or arising out of work performed hereunder.

SECTION 8. FORCE MAJEURE

Any delay or failure of engineer in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm,
discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of
the Engineer, provided that prompt written notice of such delay or suspension given by the Engineer
to the Sponsor. Upon receipt of said notice, if necessary, the time for performing shall be extended
for a period of time reasonably necessary to overcome the effect of such delays and Engineer shall
be reimbursed for the cost of such delays.

SECTION 9. TERMINATION

9.1 **Termination by Sponsor.** Upon five (5) business days written notice to Engineer, Sponsor
may terminate the Engineer's right to proceed further with the Project and Services under this
Agreement or any Amendment. In the event of such termination, Sponsor may take possession of
the Project in such manner as Sponsor may deem expedient, but Engineer shall not be liable to the
Sponsor for any excess cost of completion of any Services, Sponsor shall reimburse the Engineer
for all costs associated with the cessation of Services, plus that portion of the Services performed
prior to the date of such termination, and Sponsor shall thereafter assume all obligations,
commitments, or other liabilities that the Engineer shall have theretofore incurred or made in
connection with its performance of the Services and for which Engineer has not been paid and
released.

9.2 **Termination by Engineer.** If work on the Project shall be delayed for more than 30 calendar
days of account of one or more of the occurrences set forth in Section 8, or if Sponsor shall fail to
pay the Engineer in accordance with the terms of Section 3, the Engineer may, at its option, upon
five (5) business days written notice to Sponsor, terminate this Agreement. In the event of any such
termination, Sponsor shall reimburse the Engineer for all costs of performance of the Services as
the Engineer may have incurred on account of such delays. Sponsor shall thereafter assume all
obligations, commitments, or other liabilities that Engineer shall have previously incurred or made
in connection with its performance of the Services and for which the Engineer has not been paid and
released.

9.3 **Termination Without Cause.** Either party may terminate this Agreement upon thirty (30) days
prior written notice to the other party. In the case of such termination, Engineer shall be paid for
all Services performed prior to the termination date.

SECTION 10. INDEMNIFICATION

10.1 **General Liability Indemnification.** Each party (the "Indemnifying Party") to the fullest extent
permitted by law, shall indemnify, defend, and hold harmless the other party (the "Indemnified
Party") their consultants and agents and employees of any of them from and against claims,
damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting
from performance of the Work, provided that such claim, damage, loss or expense is attributable to
bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other
than the Work itself), but only to the extent caused by the negligent acts or omissions of the
Indemnifying Party, a subcontractor, anyone directly or indirectly employed by them or anyone for
whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is
caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate,
abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party
or person described in this paragraph.

10.2 **Professional Liability Indemnification.** To the fullest extent permitted by applicable law, the
Engineer agrees to indemnify and hold the Sponsor harmless from and against any liabilities, claims,
damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of
the Engineer in performance of professional services under this Agreement. In no event shall the
indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

10.3 **Damages Waiver.** Neither party to this Agreement shall be liable to the other for any indirect, incidental, consequential, exemplary, punitive or special damages or loss of income, profit or savings of any party, including third parties, arising directly or indirectly from the parties' relationship under this Agreement or applicable law, including claims based on contract, equity, negligence, intended conduct, tort, or otherwise (including breach of warranty, negligence, and strict liability in tort).

**SECTION 11. MISCELLANEOUS**

11.1 **Interpretation.** In this Agreement, unless a clear contrary intention appears, (a) words used with initial-capitalized letters shall have the definitions set forth herein, (b) the term “or” shall not be used in an exclusive manner, (c) reference to any gender includes each other gender; (d) reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (e) “including” (with any correlative meaning “include”) means including without limitation the generality of any description preceding such term; and (f) the headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

11.2 **Notices.** All notices, reports, records, or other communications which are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by facsimile, by electronic mail (return receipt requested), overnight courier, or by certified mail, to the receiving party at the following address:

If to Sponsor: City of Rolla  
901 North Elm  
P.O. Box 979  
Rolla, MO 65402  
Attention: Steve Hargis, P.E.  
Telephone: 573.364.8659  
Email: shargis@rollacity.org

If to Engineer: Jviation, Inc.  
931 Wildwood Drive, Suite 101  
Jefferson City, MO 65109  
Attention: Joe Pestka  
Telephone: 573.636.3200  
Email: joc.peastka@jvation.com

or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery.

11.3 **Disputes.** This Agreement is made under and shall be governed by and construed in accordance with the internal laws of the State of Missouri. Any controversy or claim arising out of or related to this Agreement shall be resolved by binding arbitration in accordance with the then-effective rules of the American Arbitration Association ("AAA") and limited discovery shall be permitted. Upon notice by a party of such party's intention to arbitrate a dispute (the "Notice Date"), each party shall select one arbitrator, and the two arbitrators so chosen shall select one arbitrator. Each of the arbitrators chosen shall be impartial and independent of the parties. If a party fails to select an arbitrator within twenty days after delivery of the Notice Date, or if the
arbitrators chosen fail to select a third arbitrator within twenty days after being chosen, then any party may in writing request the judge of the United States District Court closest to St. Louis, Missouri senior in term of service to appoint the arbitrator or arbitrators. Each arbitration hearing shall be held at a place in St. Louis, Missouri acceptable to a majority of the arbitrators. The decision of a majority of the arbitrators shall be binding to writing and shall be binding on the parties. Judgment upon the award rendered by a majority of the arbitrators may be entered and execution had in any court of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement. The charges and expenses of the arbitrators shall be allocated as determined by the arbitrators.

11.4 Severability. The provisions of the Agreement are severable, and, if any provision shall be determined to be illegal or unenforceable, such determination shall in no manner affect any other provision hereof, and the remainder of this Agreement shall remain in full force and effect, provided however, that the intention and essence of this contract may still be accomplished and satisfied. In the event that any provision of the Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, Engineer and Sponsor shall negotiate an equitable adjustment in the provisions of this Agreement to preserve the purpose of this contract and maintain the allocation or risk, liabilities and obligations originally agreed upon.

11.5 Governing Law. The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Missouri.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and the terms and conditions hereof were negotiated between the parties on an arms-length basis and no obligation or covenant of good faith or fair dealing shall be implied or interpreted as conferring upon either party any right, duty, obligation or benefit other than expressly set forth herein. No modifications or amendments to this Agreement shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

11.7 Warranties – Exclusion or Limitation. Except as specifically provided in this Agreement, Engineer does not make, give or extend, and the Sponsor waives, any warranties, representations or guarantees of any kind or nature, express or implied, arising by law, statute, in contract, civil liability or tort, or otherwise, concerning the transaction which is the subject of the Plans and Specifications or the Services, including any performance guaranty and any implied warranty as to merchantability or fitness for a particular purpose or arising from a course of dealing or usage of trade as to any equipment, materials, or work furnished under this Agreement.

11.8 Successors; Assignment. This Agreement shall be binding upon each party and its successors and assigns. Neither the Sponsor nor the Engineer shall assign, sublet, or transfer its interest in this contract without the written consent of the other.

11.9 Counterparts and Facsimile or Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile or other electronically delivered signature to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.
SECTION 12. FAA PROVISIONS

The parties recognize that these Federal Provisions may be revised from time to time by the Federal Government.

I. CIVIL RIGHTS ACT OF 1964, TITLE VI - CONTRACTOR CONTRACTUAL REQUIREMENTS (Reference: 49 CFR Part 21)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

• Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

• Nondiscrimination. The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

• Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

• Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

• Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

  a) Withholding of payments to the Engineer under the contract until the Engineer complies, and/or
  b) Cancellation, termination, or suspension of the contract, in whole or in part.

• Incorporation of Provisions. The Engineer shall include the provisions of paragraphs one through five (Compliance with Regulations, Nondiscrimination, Solicitations for Subcontracts, Information and Reports, and Sanctions for Noncompliance) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct.
as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

II. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 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);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 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);
- 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);
- 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 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination 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;
- 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);
• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

III. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS (Reference: Airport and Airway Improvement Act of 1982, Section 520; Title 49 47123; AC 150/5100-15, Para. 10.c.)

The Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure 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 Engineer and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

IV. DISADVANTAGED BUSINESS ENTERPRISES (Reference: 49 CFR Part 26)

• Contract Assurance ($26.13) - The Engineer or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

• Prompt Payment ($26.29) - The prime Engineer agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than Fifteen (15) days from the receipt of each payment the prime Engineer receives from Sponsor. The prime Engineer agrees further to return retainage payments to each subcontractor within Fifteen (15) days after the subcontractor’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 Board. This clause applies to both DBE and non-DBE subcontractors.

V. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (Reference: 49 CFR Part 20, Appendix A)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an 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.

2) 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 undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3) The undersigned shall require that the language of this certification 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.

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, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

VI. ACCESS TO RECORDS AND REPORTS (Reference: 49 CFR Part 18.36(j); FAA Order 5100.38)

The Engineer shall maintain an acceptable cost accounting system. The Engineer agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative’s access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

VII. BREACH OF CONTRACT TERMS (Reference: 49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Sponsor will provide Engineer written notice that describes the nature of the breach and corrective actions the Engineer must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Engineer until such time the Engineer corrects the breach or the Sponsor elects to terminate the contract. The Sponsor’s notice will identify a specific date by which the Engineer must correct the breach. Sponsor may proceed with termination of the contract if the Engineer fails to correct the breach by deadline indicated in the Sponsor’s notice.

The duties and obligations imposed by the Contract Documents 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.

VIII. RIGHTS TO INVENTIONS (Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38)

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Sponsor in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within the 37 CFR §401.4. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.
IX. TRADE RESTRICTION CLAUSE (Reference: 49 CFR Part 30.13; FAA Order 5100.38)

By submission of an offer, the Engineer certifies that with respect to this solicitation and any resultant contract, the Engineer —

- 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 (U.S.T.R.);

- 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 U.S.T.R. and

- has not entered into any subcontract for any product to be used on the Federal 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 U.S.T.R.

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.

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

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 an Engineer or subcontractor: Required Contact Provisions Issued on January 29, 2016 Page 64 AIP Grants and Obligated Sponsors Airports (ARP)

1) 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 U.S.T.R. or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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 contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontractors. The contractor may rely on the certification of a prospective subcontractor 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 U.S.T.R., unless the Engineer has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Engineer or subcontractor knowingly rendered an erroneous certification, the
Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Sponsor or the FAA.

X. TERMINATION OF CONTRACT (Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.3)

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

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

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

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

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.

The terminating party must provide the breaching party [7] 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.

Termination by Sponsor: The Sponsor may terminate this Agreement in whole or in part, for the failure of the Engineer to:

1) Perform the services within the time specified in this contract or by the Sponsor approved extension;
2) Make adequate progress so as to endanger satisfactory performance of the Project;
3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

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

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

If, after finalization of the termination action, the Sponsor determines the Engineer 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.
Termination by Engineer: The Engineer may terminate this Agreement in whole or in part, if the Sponsor:

1) Defaults on its obligations under this Agreement;
2) Fails to make payment to the Engineer in accordance with the terms of this Agreement;
3) Suspends the Project for more than [180] days due to reasons beyond the control of the Engineer.

Upon receipt of a notice of termination from the Engineer, Sponsor agrees to cooperate with Engineer for the purpose of terminating the agreement or portion thereof, by mutual consent. If Sponsor and Engineer cannot reach mutual agreement on the termination settlement, the Engineer 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 contract.

In the event of termination due to Sponsor breach, the Engineer is entitled to invoice 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 Engineer through the effective date of termination action. Sponsor agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (Reference: 49 CFR Part 29; FAA Order 5100.38)

The Engineer certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/Engineer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.


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

XIII. CLEAN AIR AND WATER POLLUTION CONTROL (Reference: 2 CFR § 200 Appendix II(G))

Engineer agrees 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). The Engineer agrees to report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Engineer must include this requirement in all subcontracts that exceeds $150,000.
XIV. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS
(Reference: 2 CFR § 200 Appendix II (E))

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract
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 paragraph (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
United States (in the case of work done under contract for the District of Columbia or a territory, to
such District or to such territory), 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 paragraph 1 above, in the sum of $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 paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration
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 paragraph 2 above.

4. Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth
in paragraphs 1 through 4 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 paragraphs 1 through 4 of this
section.

XV. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (Reference: 29
USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation 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 Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The
Engineer must address any claims or disputes that arise from this requirement directly with the U.S. Department
of Labor – Wage and Hour Division.

XVI. TEXTING WHEN DRIVING (Reference: Executive Order 13513, DOT Order 3902.10)

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), the 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.

In support of this initiative, the Sponsor encourages the Engineer 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 Engineer must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

XVII. ENERGY CONSERVATION REQUIREMENTS (Reference: 2 CFR § 200 Appendix II(H))

Engineer and Subcontractor 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).

XVIII. VETERAN'S PREFERENCE (Reference: 49 USC § 47112(c))

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 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.

XIX. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS (Reference: Section 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 and DOT Order 4200.6)

By signing this Agreement, the Consultant agrees:

1. It is not a corporation that 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.

2. It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

3. The undersigned shall require that the language of this certification 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.

[Signature Page Follows]
The parties executed this Base Agreement as of this _day of ______________________, 2019.

SPONSOR:
City of Rolla, Missouri

ATTEST:

By: __________________________________________
Name: ________________________________________
Title: _________________________________________

ENGINEER:
Jvision, Inc.

By: __________________________________________
Name: Joe Pestka
Title: Office Manager

I.B.22.
## Exhibit A
### to
### Base Agreement
### Rates

<table>
<thead>
<tr>
<th>TITLE</th>
<th>Rate</th>
</tr>
</thead>
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<tr>
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AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 04/11/2018)

THIS AGREEMENT is entered into by Jviation, Inc. (hereinafter the "Consultant"), and the City of Rolla, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Rolla National 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 Rolla National 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.

I. B. 24.
(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 $42,705.42, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

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

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

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

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

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

5. The Consultant shall provide a detailed man hour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This
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 25th day of March, 2019.

Executed by the Sponsor the _____ day of __________________, 2019.

Consultant: Jviation, Inc. City of Rolla, Missouri

By: ___________________________ By: ___________________________
   Signature                     Signature

Title: Office Manager           Title: Mayor

ATTEST:

By: ___________________________ By: ___________________________
   Signature                     Signature

Title: Project Coordinator      Title: _________________________
EXHIBIT II

SCOPE OF WORK
FOR
ROLLA NATIONAL AIRPORT
Vichy, MO
Project No. 19-056A-2
Update Exhibit “A” Airport Property Map

This project will consist of updating the Exhibit ‘A’ Airport Property Inventory Map based on research, analysis, and relevant legal survey work to more accurately depict the Rolla National Airport’s property interests. For the purpose of this scope, Rolla National Airport is indicated as “Sponsor” and Jviation, Inc. is indicated as “Engineer”. This scope of work is for the survey and planning services provided by the Engineer for the Sponsor.

DESCRIPTION

Analysis of Exhibit ‘A’ Documents
The airport has acquired land and easements since the last Exhibit “A” was completed and is required to update their Exhibit “A” in conjunction with their current federally funded project. This project will involve updating the Exhibit ‘A’ Airport Property Inventory Map, based upon analysis of property records, and other County, Sponsor, MoDOT and FAA records, as well as relevant legal survey work necessary to validate discrepancies.

The engineering fees for this project will be broken into two parts, Part A-Basic Services; 1) Project Management and Part B-Special Services; 2) Survey Phase and Reimbursable Costs during Survey. Additional planning services that will be completed by sub-consultants to the Engineer may include a title company and will be included in Part B-Special Services.

PART A - BASIC SERVICES will consist of the two phases of work described in more detail below, all invoiced on a Lump Sum Basis.

1.0 Project Management

1.1 Prepare Project Scope of Work. This task includes establishing the scope of work through coordination with the Sponsor and MoDOT. This also includes drafting the contract for the work to be completed by the Engineer for the Sponsor.

1.2 Provide Project Coordination. The Consultant shall provide support and coordinate services to ensure the completion of the Exhibit “A” Property Inventory Map.

1.3 Provide In-House Quality Control. The Consultant has an established quality control program that will provide both experienced and thorough reviews of all project submittals from an experienced senior-level Planning Manager.

Prior to the 90% review set of the Exhibit ‘A’ Airport Property Inventory Map being submitted to the Sponsor and MoDOT, a thorough in-house quality control review of the documents will be conducted. This process will include an independent review of the Exhibit ‘A’ Airport Property Inventory Map, by a senior-level Planning Manager to ensure compliance will all applicable FAA requirements.

Page 1 of 3
REV 2019.01
EXHIBIT II

**EX Reimbursable Costs during Project Management**

This section includes reimbursable items such as auto rental, mileage, and per diem, travel and other miscellaneous costs incurred in order to complete Part A – Basic Services.

**PART B - SPECIAL SERVICES** will consist of the survey phase ( invoiced on a not-to-exceed basis). Also included are direct subcontract costs for any title research required.

### 2.0 Survey Phase

2.1 Obtain Title Research of Airport Property. The Consultant may coordinate with a Title Company to obtain title research for all parcels held by the Sponsor. The research will contain all documents that have been recorded for airport property back to the first parcel of land. The title research will also provide any documented easements on the airport properties. The cost of the title commitment will be included under this line item.

2.2 Review of Title Documents. The Consultant will review the title research obtained under Item 2.1 and make recommendations to move forward with analysis of Exhibit ‘A’ Airport Property Inventory Map. A list of discrepancies will be prepared, and recommendations will be provided.

2.3 Conduct Survey Research. The Consultant shall research any additional documents deemed necessary to properly determine boundary lines of parcels identified in the title commitment. This may require research of deeds for property surrounding the airport to establish actual boundary lines. The Consultant shall coordinate with jurisdictions as appropriate to gather any additional information necessary.

2.4 Perform Survey Field Work. The Consultant shall coordinate and perform survey work as necessary to locate existing monuments, property lines, easements, and rights-of-way to accurately define the parcels identified in the title commitment.

2.5 Prepare Draft and Final Exhibit ‘A’. The Consultant shall prepare the appropriate Exhibit ‘A’ document in accordance with the FAA Standard Operating Procedure (SOP) 3.00, Standard Operating Procedure for FAA Review of Exhibit ‘A’ Airport Property Inventory Maps for MoDOT and FAA Review. Using information provided by the Sponsor, the FAA, the State, and other entities, the Exhibit ‘A’ Property Map will be updated to visually portray all land interests, easements, or other encumbrances presently owned and controlled within the airport influence zone. Specifically, the drawing will document the date the property was acquired, the Federal Aid project under which it was acquired (if applicable) and the type of ownership (fee, easement, etc.). Additionally, all land interests to be acquired will also be delineated. To be consistent with SOP 3.00, a boundary survey will be conducted within this task in order to show all of the bearings on the property line.

This phase will include reviews of all project submittals and will also provide surveying guidance to the project team throughout development from an experienced senior-level Professional Land Surveyor. Prior to the final review set of the Exhibit ‘A’ Airport Property Inventory Map being submitted to the Sponsor and MoDOT, a licensed Professional Land Surveyor will perform an independent review of the Exhibit ‘A’ Airport Property Inventory Map.

### TASK 2 DELIVERABLES:

<table>
<thead>
<tr>
<th>TASK 2 DELIVERABLES</th>
<th>TO MoDOT</th>
<th>TO SPONSOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 Title Research</td>
<td></td>
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<tr>
<td>2.2 Draft Exhibit ‘A’ Airport Property Inventory Map</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>2.3 Project Review Meeting Minutes</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>2.4 Final Exhibit ‘A’ Airport Property Inventory Map</td>
<td>✔</td>
<td>✔</td>
</tr>
</tbody>
</table>
EXHIBIT II

EX Reimbursable Costs during Design

This section includes reimbursable items such as auto rental, mileage, lodging and per diem, travel, and other miscellaneous costs incurred in order to complete Part B – Basic Services.

Title Work. A title company may be required to assist the Consultant in order to complete the scope of work for this project. These components shall include the following:

Prepare a title research of all property currently owned by the Sponsor, as indicated on the existing Exhibit ‘A’ Airport Property Inventory Map.

Assumptions

The scope of services described in the foregoing is based on several assumptions of responsibilities by the Engineer and Sponsor.

1. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The length of each survey trip is anticipated to vary, and the number of trips for each phase are as follows:
   - Project Management Phase: One (1) Trip
   - Survey Phase: Two (2) Trips total combined days anticipated to be eight (8)

2. All engineering and survey work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Criteria will be in accordance with FAA Standard Operating Procedure (SOP) 3.00 for MoDOT Review of Exhibit ‘A’ Airport Property Inventory Maps. Project planning and design will further conform to all applicable standards including all applicable current FAA Advisory Circulars and Orders required for use in AIP funded and PFC approved projects, and other national, state, or local regulations and standards as identified and relevant to an airfield design and planning project.

3. The Engineer will utilize the following computer software for the project:
   - AutoCAD Civil 3D
   - Microsoft Office Suite

4. The Engineer will utilize the following plan standards for the project:
   - Plan will be prepared using the Engineer’s standards unless the Sponsor provides its own standards upon Notice to Proceed.
   - Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
   - Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.

5. The Engineer may reasonably rely upon the accuracy of data furnished by the Sponsor, or any other project participant not under contractual responsibility to the Engineer pursuant to the project and upon which the Engineer will base the services provided hereunder.

6. The Consultant will maintain records of survey field notes and calculations consistent with typical industry standards for a period of three years as required by FAA.
EXHIBIT IV
DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

ROLLA NATIONAL AIRPORT
ROLLA, MISSOURI

EXHIBIT "A" PROPERTY MAP UPDATE
January 25, 2019

1 DIRECT SALARY COSTS:

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Total Direct Salary Costs = $11,482.00

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

2a Percentage of Direct Salary Costs @ 230.54 % = $20,726.04
2b FCCM Rate (Optional) @ 8.02 % = $0.00

3 SUBTOTAL: Items 1 and 2a
            = $32,211.04

4 PROFIT:

15 % of Item 3 Subtotal
            = $4,831.66

5 OUT-OF-POCKET EXPENSES:

a. Mileage 2134 Miles @ $0.58 / Mile = $1,237.72
b. Meals 11 Days @ $55.00 / Day = $605.00
c. Motel 5 Nights @ $94.00 / Night = $470.00
d. Survey Equip. 24 Hours @ $50.00 / Hour = $1,450.00
e. Misc. (Shipping, printing, etc.) = $400.00

Total Out-of-Pocket Expenses = $4,162.72 Not to Exceed

6 SUBCONTRACT COSTS:

a. Title Company = $1,500.00
b. Name of firm: type of work = $0.00
c. Name of firm: type of work = $0.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6
            = $42,705.42 Not to Exceed
City staff asked for and received bids for Project #479 - McCutchen Roundabout. Council approved the $205,706.65 bid from Lehman Construction, LLC at the April 01, 2019 council meeting.

Staff recommends final reading of the ordinance authorizing the Mayor to enter into the contract with Lehman Construction, LLC for $205,706.65.
ORDINANCE NO. __________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND LEHMAN CONSTRUCTION, LLC FOR MCCUTCHEN ROUNDABOUT, PROJECT #479.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Lehman Construction, LLC, for McCutchen Roundabout, Project #479, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

________________________
MAYOR

ATTEST:

________________________
CITY CLERK

APPROVED AS TO FORM:

________________________
CITY COUNSELOR
## McCutchen Roundabout
### Project 479
#### 20-Mar-19

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<td>$14,166.00</td>
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**GRAND TOTAL PROJECT 479**

* Driveways requiring 8 Bag Mix will be paid by adding 10% to 6 Bag Price.
** Calendar Days for this project - 120 days
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _______ Day of ___________ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and _________________________ Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of “MCCUTCHEN ROUNDBOBT, PROJECT 479”, in complete accord with the Contract Documents and the said plans and specifications; and

WHEREAS, the said Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be lowest and best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor’s proposal, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner’s official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor’s proposal, for the construction of “MCCUTCHEN ROUNDBOBT, PROJECT 479”.

It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.
ARTICLE II. Contractor acknowledges that Section 285.530, R.S.Mo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of Subsection 1 of Section 285.530, R.S.Mo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, R.S.Mo.

Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.

Contractor acknowledges and agrees that any of Contractor's employees found on the project site without the documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.

Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, R.S.Mo.

Notice of Penalties for Failure to Provide Safety Training

Pursuant to Section 292.675, R.S.Mo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars ($2,500.00), plus one hundred dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Safety Training section of Article III above.

The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.

Violations of Article III — Safety Training above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to
ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of $205,706.65 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract, and that the Contractor shall complete said work within the specified consecutive calendar days.

It is further stipulated that in the event that the Contractor fails in the performance of the work specified and required to be performed within the period of time specified, the Contractor shall pay the Owner, as and for liquidated damages, and not as a penalty, the sum of five hundred dollars ($500.00) per calendar day that the Contractor shall be in default.

ARTICLE VII. Before the final payment can be made to the Contractor on the project, the Contractor must complete a return the Affidavit Compliance with the Prevailing Wage Law form furnished at the end of the Special Conditions sections.

ARTICLE VIII. Before the final payment can be made on the project to the Contractor, the Contractor must complete and return the Contractor’s Affidavit Regarding Settlement of Claims form furnished at the end of the Special Conditions section.

ARTICLE IX. This Contract will not be binding and effective until confirmed by the Owner.
IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI  
CONTRACTOR

BY ____________________________  
Mayor, Owner, Party of the First Part

BY ____________________________  
TITLE ____________________________

STATE OF MISSOURI  )
SS  )
County of Phelps  )

On this ______ day of ____________ before me appeared ____________________________, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Rolla, Missouri, a municipal corporation, and the seal affixed to said instrument is the corporate seal of said municipal corporation and that said instrument is the corporate seal of said municipal corporation and that said instrument was signed under authority of the City Council of the City of Rolla, Missouri; and the said ____________________________ Acknowledged said instrument to be the free act and deed of said Municipal Corporation.

My commission expires: ____________________________

________________________________________
Notary Public

STATE OF MISSOURI  )
SS  )
County of Phelps  )

On this ______ day of ____________ before me appeared ____________________________, to me personally known, who, being by me duly sworn, did say that (s)he is the _______________ of ____________________________, and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its board of directors; and the said ____________________________ acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: ____________________________

________________________________________
Notary Public
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD:  Steve Hargis

ACTION REQUESTED:  Ordinance  Final Reading

ITEM/SUBJECT:  Project #490
               Phase III Asphalt Improvements

BUDGET APPROPRIATION (IF APPLICABLE): $210,000  DATE: 04/15/2019

COMMENTARY:

City staff asked for and received bids for Project #490 - 2019 Phase III Asphalt Improvements. Council approved the $183,190.95 at the April 16, 2019 council meeting.

City staff recommends awarding the bid to the low bidder, Capital Paving & Construction, LLC in the amount of $183,190.95.

Staff requests a final reading of an ordinance authorizing the Mayor to enter into a contract with Capital Paving & Construction, LLC for $183,190.95.
ORDINANCE NO. ____________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND CAPITAL PAVING & CONSTRUCTION, LLC FOR 2019 PHASE III ASPHALT IMPROVEMENTS, PROJECT #490.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Capital Paving & Construction, LLC, for 2019 Phase III Asphalt Improvements, Project #490, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR

I. D. 2.
# 2019 Phase III Asphalt Improvements

**Project 490**  
**March 27, 2019**

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<td>$199,783.11</td>
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Capital Paving & Construction  
Jeffrey Creamer  
1369 Business Park Rd.  
Linn Creek, MO 65052  
Ph: 573-691-2837  
FAX: 572-636-7538  
jcreamer@capitalpavingmo.com

Pierce Asphalt  
Gene Stroup  
P.O. Box 696  
Rolla, MO 65402  
Ph: 573-465-8534  
gstroup.piercesphalt@gmail.com

Melrose Quarry & Asphalt, L.L.C.  
Joe Stogsdill  
P.O. Box 187  
Rolla, MO 65402  
Ph: 573-364-9101  
FAX: 573-364-9102  
joestogsdill@gmail.com /  
melroseoffice@gmail.com
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _______ Day of ______________ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and ________________ Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: 2019 Phase III Asphalt Improvements, PROJECT 490, in complete accord with the Contract Documents and the said plans and specifications; and

WHEREAS, the said Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be lowest and best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor’s proposal, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner’s official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor’s proposal, for the construction of 2019 Phase III Asphalt Improvements, PROJECT 490.
Exhibit A

It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

ARTICLE II. Contractor acknowledges that Section 285.530, R.S.Mo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of Subsection 1 of Section 285.530, R.S.Mo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, R.S.Mo.

b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.

c. Contractor acknowledges and agrees that any of Contractor’s employees found on the project site without the documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.

d. Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, R.S.Mo.

Notice of Penalties for Failure to Provide Safety Training

a. Pursuant to Section 292.675, R.S.Mo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars ($2,500.00), plus one hundred dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Safety Training section of Article III above.

b. The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.

c. Violations of Article III – Safety Training above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract.
Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of $183,190.95 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract.

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified the contractor will be charged liquidated damages in the amount of $100.00 per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

ARTICLE VII. Before the final payment can be made to the Contractor on the project, the Contractor must complete and return the Affidavit Compliance with the Prevailing Wage Law form furnished at the end of the Special Conditions section.

ARTICLE VIII. Before the final payment can be made on the project to the Contractor, the Contractor must complete and return the Contractor's Affidavit Regarding Settlement of Claims form furnished at the end of the Special Conditions section.

ARTICLE IX. This Contract will not be binding and effective until confirmed by the Owner.
IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI

BY ____________________________
Mayor, Owner, Party of the First Part

CONTRACTOR

BY ____________________________

Printed Name

Printed Name/Title

STATE OF MISSOURI )
SS )
County of Phelps )

On this ______ day of __________ before me appeared ___________________________________, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Rolla, Missouri, a municipal corporation, and the seal affixed to said instrument is the corporate seal of said municipal corporation and that said instrument is the corporate seal of said municipal corporation and that said instrument was signed under authority of the City Council of the City of Rolla, Missouri; and the said ___________________________________ Acknowledged said instrument to be the free act and deed of said municipal corporation.

My commission expires: ____________________________

__________________________
Notary Public

STATE OF MISSOURI )
SS )
County of Phelps )

On this ______ day of __________ before me appeared ___________________________________, to me personally known, who, being by me duly sworn, did say that (s)he is the __________________________ of __________________________ and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its board of directors; and the said __________________________ acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: ____________________________

__________________________
Notary Public

I. D. 7.
DEPT: John Butz, City Administrator        ACTION REQUESTED: Motion

SUBJECT: Consider Motion Accepting the April 2, 2019 Certified Election Results

BUDGET APPROPRIATION (IF APPLICABLE): N/A    DATE: April 15, 2019

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

COMMENTARY: Attached are the election results from the April 2, 2019 election as certified by the Phelps County Verification Board.

Recommendation: A motion accepting the April 2, 2019, election results as certified by the Phelps County Verification Board.
April 5, 2019

City of Rolla
Attn: Carol Daniels, City Clerk
901 N. Elm Street
Rolla, MO 65401
573-426-6947 Fax

VERIFICATION BOARD
CERTIFICATION OF ELECTION RESULTS
APRIL 2, 2019 GENERAL MUNICIPAL ELECTION
FOR THE CITY OF ROLLA

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<td>Henry Atkinson</td>
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<td>Susan J. Eudaly</td>
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CERTIFICATION OF ELECTION RESULTS CITY OF ROLLA  
APRIL 2, 2019 GENERAL MUNICIPAL ELECTION  
Page 2

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*Not tallied, no candidates having filed as qualified write-ins pursuant to RSMo 115.453 (4)

Beth Ross  
Democratic Verification Judge

Wilbur Galen Johnson  
Republican Verification Judge

Pamela K. Grow, Phelps County Clerk

\[II \cdot A \cdot 3.\]
Name of Board to Serve: Health & Recreation Center Advisory Board

Citizen’s Name: Linda Goff; Address: 1715 Barnitz Ave., Rolla, MO

e-mail address linda.goff@mypcb.com

INFORMATION/BIOGRAPHY

I moved to Rolla in 1992 with my husband, Daniel Goff. We met at Mizzou and have been married for 26 years. Dan is the Director of the MSCoE G-3/5/7 at Fort Leonard Wood and we currently live at 1715 Barnitz Avenue in Rolla.

I was a broadcast journalism major at Mizzou and used those skills in my marketing career in Rolla. I worked for Eikon Marketing and was the editor of The Good Life Magazine. In 1997, I became the marketing director for Town & Country Bank and worked there for 17 years. I accepted my current position at Phelps County Bank in 2014 and I am the Vice President of Marketing and Public Relations.

In March of 2007, I started a long road to lose 155 pounds. The Centre was a great resource for me. After losing the first 45-50 pounds walking around Ber Juan park, my family decided to become members of The Centre and we used the fitness equipment, took exercise classes and my two boys loved the swimming pool. I was nervous about using the exercise equipment at first, but got the hang of it and enjoyed trying the rowing machine, weights, etc.

After I reached my goal weight, I wrote a motivational book called "The Skinny Budget Diet" to help other people fight obesity. I taught classes at The Centre as a part of a larger wellness program created by the trainers. I had the opportunity to share my story on the Today Show, the Doctor's, in Prevention Magazine, the Huffington Post, and on the cover of Woman's World magazine. I also wrote a weekly column in the Rolla Daily News about health and wellness and hosted a weekly television program in Jefferson City.

Here is more about my book: https://www.amazon.com/Skinny-Budget-Diet-WeighMoney/dp/1621360016

I am currently serving on the board for the Phelps County Child Advocacy Network (PCCAN). I am a member of the Rolla Downtown Business Association and a member of Greentree Christian Church.
Proclamation

WHEREAS, the City of Rolla, Missouri joins the Missouri Municipal League and over 660 cities and municipalities across the state in proclaiming and recognizing *Local Government Week*, April 14 – April 20, 2019; and

WHEREAS, local government is the backbone of our democracy and the bedrock of our political system; and a testimony to liberty, freedom and the right to elected self-government; and

WHEREAS, citizens of Missouri rely upon local governments to deliver essential community services such as safe and affordable water, sewer and electric, well maintained streets and sidewalks, efficient trash and recycling pick-up services; parks and recreation programs; police and fire protection, and effective planning, zoning and economic development; and

WHEREAS, “local government” also includes the Rolla City Council, the Phelps County Commission, the Rolla School Board, the Phelps County Regional Medical Center, the Emergency Services Board, the Rolla Rural Fire Department and scores of citizen volunteers serving on boards and commissions; and

WHEREAS, through education and awareness, the importance of local government can be celebrated and shared with all citizens, state and federal officials and the news media. Recognition of local governments’ services and many accomplishments will give Rolla residents a better understanding of how essential local services are provided.

Now Therefore, I, Louis J. Magdits, IV Mayor of Rolla, Missouri do hereby proclaim April 14 – April 20, 2019 as

“LOCAL GOVERNMENT WEEK”

in Rolla, Missouri. And I call this observance to the attention of all Rolla residents and the Rolla community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Rolla to be affixed this 15th Day of April, In the Year of Our Lord, Two-Thousand and Nineteen.

Louis J. Magdits, IV Mayor
City of Rolla