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.

Rolla City Council Meeting
Monday, May 20, 2019
901 North Elm Street
City Hall Council Chambers
6:30 P.M.

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman David Schott

I. PUBLIC HEARINGS
A) Ordinance Amending Chapter 42, Division 3 of the Rolla City Code Regarding Medical Marijuana – (City Administrator John Butz) – First Reading
B) Ordinance Rezoning 601 E. 10th Street from R-3 (Multi-Family District) to C-O (Office District) Zoning (Allergy & Asthma) – (Community Development Director Steve Flowers) – First Reading

II. SPECIAL PRESENTATIONS

III. OLD BUSINESS

IV. NEW BUSINESS
A) Ordinance Enacting Article VII to Chapter 31 of the Code Regulating Trees on Public Property – (Parks and Recreation Director Floyd Jemigan) – First Reading
B) Ordinance Amending Section 27-89 of the Code Pertaining to Stop Intersections – (City Engineer Darin Pryor) – First Reading
C) Ordinance Amending Chap. 27 of the Code to Allow Bicycles to make an Idaho Stop – (Public Works Director Steve Hargis) – First Reading
D) Ordinance Authorizing the Mayor to Enter into a Block Grant Agreement with the Missouri Highway & Transportation Commission (Public Works Director Steve Hargis) – First Reading
E) Ordinance Authorizing the Mayor to Enter into an Agreement with JViation, Inc., for Consulting Services – (Public Works Director Steve Hargis) – First Reading
F) Review of Bicycle Pedestrian Advisory Committee Year End Summary – (Public Works Director Steve Hargis)
V. CLAIMS and/or FISCAL TRANSACTIONS
   A) Motion Awarding Bid for Project 492 – 2019 Parking Lot Overlays; and an Ordinance
      Authorizing the Mayor to Enter into an Agreement for Same – Motion/First Reading

VI. MAYOR/CITY COUNCIL COMMENTS
   A) Motion Reappointing Mr. James Marcellus (May 2022, 3rd Term) and
      Ms. Brenda Linkeman (May 2022, 2nd Term) to the Library Board – Motion
   B) Motion Reappointing Mr. Steven Shields (February 2022) and Mr. Russell Schmidt
      (May 2022) to the Planning and Zoning Commission – Motion
   C) Motion Reappointing Mr. Cody Norris and Councilman David Schott (April 2022) to
      the Bicycle Pedestrian Advisory Committee – Motion
   D) Motion Reappointing Ms. Francine Merenghi and Dr. Kent Wray (April 2022) to the
      Health & Recreation Center Board – Motion

VII. CITIZEN COMMUNICATION
    A) Open Citizen Communication

VIII. COMMENTS FOR THE GOOD OF THE ORDER

IX. CLOSED SESSION
    Pursuant to RSMo. 610.021, the Rolla City Council will discuss the following in Closed
    Session: Real Estate

X. ADJOURNMENT
DEPARTMENT HEAD: John Butz, City Administrator 
ACTION REQUESTED: Public Hearing/1st Reading

ITEM/SUBJECT: Amending Chapter 42 – Division 3 Regarding Medical Marijuana

BUDGET APPROPRIATION (IF APPLICABLE) N/A DATE: May 20, 2019

COMMENTARY: Last November Missouri voters overwhelmingly approved medical marijuana – the 32nd state to do so. Medical use is limited to qualified patients when approved by a physician for such ailments as cancer, epilepsy, glaucoma, serious migraines, severe persistent pain, seizures, etc. The constitutional amendment establishes four licenses subject to local regulation:

1) Medical Marijuana Dispensary – a licensed facility to sell/dispense prescription marijuana and paraphernalia to qualifying patients or caregiver.
2) Medical Marijuana Testing Facility – a licensed facility to test/certify marijuana
3) Medical Marijuana Cultivation Facility – a licensed facility to grow and process marijuana.
4) Medical Marijuana Infused Products Facility – a licensed facility to manufacture marijuana infused products.

Amendment 2 also specifies:

Unless allowed by the local government no new (medical marijuana facility) shall be initially sited within 1,000' of a “then-existing” school, daycare center, or church. No local government shall prohibit (medical marijuana facilities) either expressly or through the enactment of regulations that make their operation unduly burdensome. However, local governments can enact regulations governing the time, place, and manner of operation.

The attached ordinance includes modifications made by the Planning & Zoning Commission at their meeting on May 14th. P&Z recommended the zoning classifications as initially proposed by Staff but made 2 modifications: 1) Increased the spacing requirement between Dispensaries and churches, schools and daycare centers from 300' to 500'; 2) Modified proposed hours of operation to 8 am – 8 pm Monday thru Sunday; 3) P&Z affirmed the 500' separation between Dispensaries.

City Council is required to hold a public hearing on the proposed text amendment and may take action on May 20th with anticipated final action on June 3rd. The Missouri Department of Health and Senior Services is currently issuing draft rules for certifications and licenses with an opening date of accepting business applications for medical marijuana facilities on August 4th. It will be very helpful to finalize local regulations by June so preparation of applications including location can be filed.
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* = X = not permitted, C = Conditional Use, P = Permitted Use

Proposed Separation Requirements:
1) MM Dispensing – 500’ from any “then existing” school, childcare center or church
   - 500’ from another Medical Marijuana Dispensary
2) MM Testing Facility/Lab – no additional restriction
3) MM Infused Products Facility – 500’ from any school, childcare center, or church
4) MM Cultivation Facility – 1,000’ from any “then existing” school, daycare center or church
   - 1,000’ from any residentially zoned property

The attached Ordinance incorporates the modifications made by the Planning & Zoning Commission and is subject to final approval by City Council.

Recommendation: Public Hearing and First Reading of the attached Ordinance regulating Medical Marijuana facilities.
AMENDMENT 2 | MEDICAL MARIJUANA OVERVIEW

What Amendment 2 Does:

• Allows qualified patients with debilitating medical conditions to use medical marijuana under the supervision of their doctors.
• Creates facilities for cultivation, manufacturing, and dispensing of medical marijuana regulated by the Missouri Department of Health & Senior Services.
• Requires rigorous testing and labeling of medical marijuana products.

AMENDMENT 2 | ARTICLE XIV OVERVIEW

What Amendment 2 Does NOT DO:

• Legalize marijuana use generally. Only qualified patients, certified by physicians and registered with the Department, may legally use medical marijuana under Amendment 2. Based on patient counts from other medical marijuana states, experts expect only 2–3% of Missouri’s to possess a patient card from DHSS, and even that would take some time.
• Allow for any unregulated sales. All commercial sales will be tracked by a seed-to-sale tracking system. Patients will be limited to how much they can purchase each month.
• Put a dispensary on every corner. The Department can restrict the number of dispensary licenses to approximately one for every 32,000 Missouri residents.
TIMELINE FOR IMPLEMENTATION

- **Receiving Application Fee Open:** Missouri Veterans' Health and Care Fund Under State Treasurer See Section 4 (2)
- **Begin Accepting Patient/Caregiver ID Applications:** Jan 5
- **Deadline for Approval of Aug 3 Applications:** Dec 31
- **Begin Accepting Facility License Applications:** Aug 3
- **All Application Forms and Instructions Posted Based on Finalized Rules:** Jun 4
- **Effective Date:** Dec 6

**AMENDMENT 2 | LOCAL GOVERNMENT'S ROLE**

Missouri Constitution Article XIV Section 7 (11)

- **Unless allowed by the local government,** no new Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana Dispensary Facility, or Medical Marijuana-Infused Products Manufacturing Facility shall be initially sited within one thousand feet of any then-existing elementary or secondary school, child day-care center, or church. **No local government shall prohibit** Medical Marijuana Cultivation Facilities, Medical Marijuana Testing Facilities, Medical Marijuana-Infused Products Manufacturing Facilities, or Medical Marijuana Dispensary Facilities, or entities with a transportation certification either expressly or through the enactment of ordinances or regulations, that make their operation unduly burdensome in the jurisdiction. However, local governments may enact ordinances or regulations not in conflict with this section, or with regulations enacted pursuant to this section, **governing the time, place, and manner of operation** of such facilities in the locality. A local government may establish civil penalties for violation of an ordinance or regulations governing the time, place, and manner of operation of a Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana-Infused Products Manufacturing Facility, Medical Marijuana Dispensary Facility, or entity holding a transportation certification that may operate in such locality.

I.A.4.-
AMENDMENT 2 | LOCAL GOVERNMENT'S ROLE

Key Points:

1. Local governments may not ban medical marijuana facilities but they may regulate the time, place and manner of facility operations in their communities as long as they don’t conflict with Article XIV or create an undue burden.

2. The state will limit the number of licenses, so you will not end up with dispensaries on every corner. The minimum number of dispensaries set by the Amendment implies one dispensary for approximately every 32,000 Missouri residents.

3. Dispensaries will be some of the most secure buildings in the city. No one will be able to even enter the dispensary floor without first passing through a waiting room, where a computer synced with a statewide network will provide up to the second information for how much medication a patient has left to purchase. If a patient has reached his maximum limit for that 30-day period, he will be turned away. Entry on to the dispensary floor will be impossible without a qualified patient card.

4. Dispensaries are medical establishments like a pharmacy or health care clinic and should be treated as such for purposes of zoning. The amendment’s language and the Missouri Department of Health and Senior Services have consistently said patient access should be a priority for local communities.

WHAT ARE OTHER MO LOCAL GOVERNMENTS DOING?

How are other Missouri cities treating medical marijuana ordinances?

• St. Louis (introduced) --- Reduces setback to zero
• St. Joseph (passed) --- Reduces setback to 300ft
• Creve Coeur (passed) --- Reduces setback to 300ft
• O’Fallon (passed) --- Reduces setback to 750ft
• Warrensburg (passed) --- remained at 1000ft
• Ellisville (passed) --- Reduced to 300ft
• Kirksville (passed) --- Reduces setback to zero
• Waynesville (P&Z recommendation) --- Reduces setback to 300’
• North Kansas City (draft) --- Reduces setback to 300’
Summary of Rolla Zoning Classifications

• **C-O Office District**
  Professional Offices, Studios, private lessons, Admin Offices, etc.

• **C-1 Neighborhood Business District**
  Permitted Uses: Shops, Banks, Restaurants, Coffee Shops, Churches, etc.
  Conditional Uses: Pharmacies, Grocery Stores, Hardware Stores

• **C-2 General Retail District**
  Permitted Uses: Everything in C-O/C-1, Auto Repair, Bowling Alleys, Furniture, Hotels, etc.
  Conditional Uses: Bars, Convenience Stores, Package Liquor, Laboratories, etc.

• **C-3 Highway Commercial District**
  Permitted Uses: Everything in C-1/C-2, Auction Sales, Lumber Yards, Feed Stores, Tire Repair, Tattoo Parlors, Equipment Sales & Rental, (SOBs – 750’ spacing), etc.
  Conditional Uses: Maintenance Shops, Temp Concrete Plant, Private Utilities

• **C-C Center City District**
  Everything in Commercial Districts (except mobile homes), Residential Uses

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Rolla's Proposed Medical Marijuana Regulations

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* X = not permitted, C = Conditional Use, P = Permitted Use
Rolla's Proposed Medical Marijuana Spacing Regulations

- Proposed Separation Requirements:
  - 1) MM Dispensing - P&Z recommendation is 300' from any "then existing" school, childcare center or church
    - 500' from another Medical Marijuana Dispensary
  - 2) MM Testing Facility/Lab - no additional restriction
  - 3) MM Infused Products Facility - 500' from any school, childcare center, or church
  - 4) MM Cultivation Facility - 1,000' from any "then existing" school, daycare center or church
    - 1,000' from any residentially zoned property

- Note: Amendment 2 Provides for 1,000' spacing from "then existing" school, daycare or church but specifically provides for reduced separation requirements by cities (authorized to regulate "time, place and manner")
AN ORDINANCE AMENDING CHAPTER 42, ARTICLE III OF THE CITY OF ROLLA
ORDINANCES OF THE CITY OF ROLLA, MISSOURI REGARDING MEDICAL
MARIJUANA.

WHEREAS, the City of Rolla, Missouri acknowledges voters passed an Amendment to Article
XIV of the Missouri Constitution enabling licensed citizens the right to the use, cultivation,
manufacturing, dispensing, testing, transportation, administration and storage of Medical
Marijuana (MMJ) and Medical Marijuana-Infused Products; and

WHEREAS, the Planning and Zoning Commission of the City of Rolla was adopted for the
purpose of promoting the public health, safety, comfort, morals, convenience, and general
welfare of the City; and

WHEREAS, the City desires to protect the public health and safety by establishing reasonable
regulations on MMJ related businesses regarding noise, air quality, neighborhood safety,
security, other health and safety concerns, and time, place and manner restrictions on MMJ
facility operations; and

WHEREAS, the City has tasked the Planning and Zoning Commission to amend the existing
City of Rolla Zoning Ordinances to include applicable ordinances regarding the implementation
of MMJ regulations consistent with the State Constitution; and

WHEREAS, the Planning and Zoning Commission conducted a public hearing on the MMJ
regulations on Tuesday, May 14, 2019 and recommended approval of the ordinance with minor
modifications to the MMJ Dispensary distance from schools, churches and daycare centers
(500') and hours of operation (8 am to 8 pm Monday thru Sunday).

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

Section 1: Section 42 -141 “Definitions” of the Code of Rolla, Missouri is amended to
add the following definitions. If any of the new definitions adopted herein conflict with any
preexisting definitions, the definitions in this Ordinance shall supersede any preexisting
definitions:

Child Daycare Center: A child daycare center or centers, licensed by the Department of
Health and Senior Services of the State of Missouri where care is provided for children not
related to the child care provider for any part of the twenty-four (24) hour day.

Church: A building or structure(s) which by design are primarily intended for the
conducting of religious services and associated accessory uses. At a minimum, a church includes
a body of believers or communicants that assembles regularly in order to worship and reasonably available to the public.

Marijuana or Marihuana: Cannabis Indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as seed thereof and resin extracted from the plant and marijuana-infused products. Marijuana does not include industrial hemp containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent on a dry weight basis, or commodities or products manufactured from industrial hemp.

Marijuana-Infused Products: products that are infused with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures, and concentrates.

Medical Marijuana Cultivation Facility: a facility licensed by the State of Missouri to acquire, cultivate, process, store, transport, and sell marijuana to a Medical Dispensary Facility, Medical Marijuana Testing Facility, or to a Medical Marijuana-Infused Products Manufacturing Facility.

Medical Marijuana Dispensary Facility: a facility licensed by the State of Missouri to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products and drug paraphernalia used to administer marijuana as provided for in this section to a qualifying patient, a primary caregiver, another Medical Marijuana Dispensary Facility, a Medical Marijuana Testing Facility, or a Medical Marijuana-Infused Products Manufacturing Facility.

Medical Marijuana-Infused Products Facility: a facility licensed by the State of Missouri, to acquire, store, manufacture, transport, and sell marijuana-infused products to a Medical Marijuana Dispensary Facility, a Medical Marijuana Test Facility, or to another Medical Marijuana-Infused Products Facility.

Medical Marijuana: marijuana that is available only by prescription and used to treat a variety of medical conditions.

Medical Marijuana Testing Facility: a facility certified by the State of Missouri, to acquire, test, certify, and transport marijuana.

Qualifying Patient: a Missouri resident diagnosed with at least one qualifying medical condition.

School: any building which is regularly used as a public, private or parochial elementary and/or secondary school or high school.

Section 2: Section 42-189.2 "Conditional Uses" "C-2" General Retail District of the Code of Rolla, Missouri is hereby amended to add Subsections 42-1892 (h) and (i), which shall hereafter be read as follows:

I.A.11.
h. Medical Marijuana Dispensaries
i. Medical Marijuana Testing Facility

**Section 3:** Section 42-192.2 “Conditional Uses” “C-3” Highway Commercial District of the Code of Rolla, Missouri is hereby amended to add Subsections 42-192.2 (j), which shall hereafter be read as follows:

j. Medical Marijuana-Infused Products Facility.

**Section 4:** Section 42-194.1 “CC” Center City District, “Uses Permitted” of the Code of Rolla, Missouri is hereby amended to add subsection 42-194.1 (4) which shall hereafter be read as follows:

(4) Medical Marijuana Dispensary Facility

**Section 5:** Section 42-196.1 “Permitted Use” “M-1” Light Manufacturing District of the Code of Rolla, Missouri is hereby amended to add Subsection 42-196.1 (54), which shall hereafter be read as follows:

(54) Medical Marijuana Cultivation Facility; Medical Marijuana-Infused Products Facility.

**Section 6:** Section 42-233 “Supplemental Regulations” of the Code of Rolla, Missouri is hereby amended to add a new Section 42-233 “Standards for Medical Marijuana Dispensary Facility”, “Standards for Medical Marijuana-Infused Products Facility” and “Standards for Medical Marijuana Cultivation Facility” which Subsections shall read as follows:

42-233.01 - Standard for Medical Marijuana Dispensaries

No Building shall be constructed, altered or used for a Medical Marijuana Dispensary without complying with the following regulations in this subchapter:

A. No Medical Marijuana Dispensary shall be located within 500’ (five hundred feet) of a then existing elementary or secondary school, child daycare center, or church*. Measurement shall be in a method consistent with the city’s existing liquor license measurement standard.

* “Then existing” shall mean any school, child day-care center, or church with a written building permit from the city to be constructed, or under construction, or completed and in use at the time the prospective state applicant for a Medical Marijuana Dispensary first notifies the City of Rolla of the applicant’s contingent legal right to operate at the proposed location by putting the subject property under contract.

B. Onsite Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of a Medical Marijuana Dispensary building.
C. Hours of Operation*. All sales or distribution of Medical Marijuana and any other products sold to the public through a Medical Marijuana Dispensary shall take place between the hours of 8:00 a.m. and 8:00 p.m., Monday – Sunday. Medical Marijuana Dispensaries shall be secured and closed to the public after the hours listed in this subsection and no persons not employed by the Medical Marijuana Dispensary may be present in such a facility at any time it is closed to the public.

D. Display of License Required. The Medical Marijuana Dispensary license issued by the State of Missouri shall be prominently displayed in a highly visible location, easily seen by patients on the dispensary’s sales floor.

E. Site Plan Review. Any plans for a Medical Marijuana Dispensary shall meet the standard new construction requirements.

F. Spacing. No Medical Marijuana Dispensary shall be operated or maintained within 500' (five-hundred feet) of another Medical Marijuana Dispensary except when marijuana sales represent less than 5% of the dollar volume of a state or federally licensed pharmacy.

42-233.02 - Standards for Medical Marijuana-Infused Products Facility

No building shall be constructed, altered or used for a Medical Marijuana-Infused Products Facility without complying with the following regulations:

A. Distance Requirement. No Medical Marijuana-Infused Products Facility using any shall be located within 500' (five-hundred feet) of a then existing elementary or secondary school, licensed child day care center, or church*.

B. Outdoor Operations or Storage. All operations and all storage of materials, products, or equipment shall be within a fully secured area inside the building structure or outdoors on the property in an area enclosed by a razor wire fence at least ten (10) feet in height, not including the razor wire.

C. Onsite Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of any Medical Marijuana-Infused Products Facility during regular business hours.

D. Hours of Operation. All Medical Marijuana-Infused Products Facilities shall be closed to the public, between the hours of 10:00 p.m. and 8:00 a.m. No persons not employed by the business shall be on the premises at any time without being approved entry and logged in by building security personnel and are required to obtain a visitor pass.

E. Display of License Required. The Medical Marijuana-Infused Products Facility license issued by the State of Missouri shall be displayed in a prominent place in plain view near the front desk of the facility.
F. Site Plan Review Required. Any plans for a Medical Marijuana-Infused Products Facility shall meet standard new construction requirements.

42-233.03 Standards for Medical Marijuana Cultivation Facilities

No building shall be constructed, altered or used for a Medical Marijuana Cultivation Facility without complying with the following regulations:

A. Distance requirement. No Medical Marijuana Cultivation Facility shall be located within 1,000' (one thousand feet) of a then existing elementary or secondary school, state-licensed child daycare center or church*.

B. Outdoor Operations or Storage. All operations and all storage of materials, products, or equipment shall be within a fully secured area inside the building structure or outdoors on the property in an area enclosed by a razor wire fence at least 10 feet in height, not including the razor wire.

C. Onsite Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of any Medical Marijuana Cultivation Facility during regular business hours.

D. Hours of Operation. All Medical Marijuana Cultivation Facilities shall be closed to the public, between the hours of 10:00 p.m. and 8:00 a.m. No persons not employed by the business shall be on the premises at any time without being approved entry and logged in by building security personnel and are required to obtain a visitor pass.

E. Display of Licenses Required. The Medical Marijuana Cultivation Facility license issued by the State of Missouri shall be displayed in a prominent place in plain view near the front entrance of the facility.

F. Site Plan Review Required. Any plans for an indoor “Medical Marijuana Cultivation Facility” shall meet the standard new construction requirements of the “Heavy Manufacturing District” outlined in this Title. Any outdoor “Medical Marijuana Cultivation Facility” shall meet the standard requirements for any other crop, except as otherwise set forth herein. No outdoor “Medical Marijuana Cultivation Facility” shall be permitted within 1,000’ (one thousand feet) of a then existing elementary or secondary school, state-licensed child daycare center or church* or within 1,000’ (one thousand feet) from any residentially zoned property.

Section 7: Severability. The sections, paragraphs, sentences, clauses and phrases of this ordinance shall be severable unless the ordinance is found by a court of competent jurisdiction to be invalid.
Section 8: Governing Law. This ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 9: It is intended that Section 1-6 of this ordinance be incorporated into The Code of Ordinances of Rolla, Missouri.

Section 10: This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

ADOPTED AND PASSED by the Mayor and City Council of the City of Rolla, Phelps County, Missouri, this _____ day of June, 2019.

______________________________
Mayor

ATTEST:

______________________________
City Clerk
Medical Marijuana And Amendment 2

The Times, They Are A Changin'

After the passage of Amendment 2 on Nov, 6, 2018, Missouri became the 32nd state in the country to allow for the use of marijuana as a treatment for certain, specified medical conditions. Now enacted as Article XIV of the Missouri Constitution, the overarching purpose of Amendment 2 is to allow for the cultivation, production, transportation, sale, purchase and administration of medical marijuana; to ensure patient access to medical marijuana; and to make changes to Missouri law necessary to implement Amendment 2.

The purpose of this article is to give an overview of Amendment 2, including discussion on what type of facilities and identification cards the amendment allows for, and discuss specific topics of concern to local government entities.

Medical Marijuana Facilities, Identification Cards, And The Role Of The Department Of Health And Senior Services

As stated above, the overarching purpose of Amendment 2 is to allow for the cultivation, production, transportation, sale, purchase and administration of medical marijuana. To accomplish this purpose, Amendment 2 creates four types of medical marijuana facilities and three types of identification cards while granting the Department of Health and Senior Services (DHSS) the ability to regulate the licensing and approval of the facilities and identification cards. This section will first discuss the different types of facilities and identification cards and then outline DHSS’s role in regulating facilities and approving identification cards.

Medical Marijuana Facilities

Amendment 2 creates and designates four types of medical marijuana facilities: (1) medical marijuana cultivation facilities; (2) medical marijuana infused products facilities; (3) medical marijuana dispensary facilities; and (4) medical marijuana testing facilities. The names used by the drafters of Amendment 2 for each type of facility generally describes the role of each facility: Medical marijuana cultivation facilities cultivate medical marijuana; medical marijuana infused products facilities infuse medical marijuana; medical marijuana dispensary facilities dispense medical marijuana to qualifying patients and primary caregivers; and medical marijuana testing facilities are certified by DHSS to test medical marijuana.

In addition to defining the roles of each of the medical marijuana facilities, Amendment 2 authorizes DHSS to limit the number of each type of facility. Specifically, Amendment 2 allows DHSS to limit medical marijuana cultivation facilities to 1 per 100,000 inhabitants (roughly 61 statewide); medical marijuana infused products facilities to 1 per 70,000 inhabitants (roughly 87 statewide); and medical marijuana dispensary facilities to 24 per the 8 United States Congressional Districts in Missouri (roughly 192 statewide).

Identification and Primary Caregiver Cards

Amendment 2 creates three, separate identification cards that may be obtained by persons who have a qualifying condition or are designated as a primary caregiver to an individual with a qualifying condition. The three identification cards established by Amendment 2 are (1) qualifying patient identification cards; (2) qualifying patient cultivation cards; and (3) primary caregiver identification cards.

Similar to how the various titles given to medical marijuana facilities describe their role in the production of medical marijuana, the titles given to the different identification cards also describe their role in the administration of medical marijuana. Qualifying patient identification cards are for persons with qualifying conditions, discussed below, to identify themselves as having the right to possess medical marijuana. Qualifying patient cultivation cards allow for qualifying patients to cultivate up to six flowering marijuana plants in an enclosed, locked facility for their personal use. Finally, primary caregiver identification cards are for people...
who qualify to act as a caregiver for qualifying patients and allows primary caregivers to possess, administer and cultivate medical marijuana under certain circumstances for qualifying patients.

To be considered a qualifying patient, and thus be eligible to receive a qualifying patient identification card or qualifying patient cultivation card, an individual must first obtain certification from a physician that they have a qualifying condition. There are 10 qualifying conditions; however, several of the listed conditions are broader than one, single condition. Qualifying conditions include: cancer; epilepsy; glaucoma, chronic medical conditions that cause severe, persistent pain; and chronic medical conditions usually treated with prescription medication that could lead to dependence. A full list of qualifying conditions can be found in Article XIV, Section 2, Subsection 15.

The Role Of The Department Of Health and Human Services In The Medical Marijuana Landscape

The role of the DHSS under Amendment 2 is to act primarily as the regulatory body overseeing medical marijuana. In this role, DHSS promulgates rules regarding medical marijuana facilities and holders of identification cards, issues licenses to medical marijuana facilities, and approves applications for persons seeking an identification card. Amendment 2 further grants DHSS the authority to issue rules relating to a broad variety of topics concerning medical marijuana, including: control of information and product displays; instructions or guidance for local governments; security requirements for licensed or certified premises; the reporting and transmittal of tax payments, and seed-to-sale tracking systems.

Amendment 2 sets out timelines for DHSS to implement their regulatory scheme. The timeline put in place by Amendment 2 is as follows:

- **June 4, 2019**: Application forms and instructions for medical marijuana facilities, qualifying patients, and caregivers will be available.

- **July 4, 2019**: Applications for identification cards for qualifying patients and caregivers will begin to be accepted.

- **Aug. 3, 2019**: Facility applications will begin to be accepted.

- **Aug. 4, 2019**: Deadline for approval of applications for identification cards accepted on July 4, 2019.


Provisions Of Amendment 2 That Have Direct Impacts On Local Government Entities

While Amendment 2 presents significant issues for both public and private entities, there are certain provisions that are of distinct concern for municipalities, including provisions relating to municipal regulatory authority, policing and taxation. This section will discuss various provisions from Amendment 2 that directly relate to cities, specifically provisions that deal with municipal regulation and policing of medical marijuana, employment and taxation.

Municipal Regulation Under Amendment 2

As discussed previously, one of the overarching purposes of Amendment 2 is to ensure patient access to medical marijuana. One way that Amendment 2 accomplishes this goal is by partially-preempting municipal regulatory authority over medical marijuana. Amendment 2 expressly prohibits municipalities from banning or practically banning medical marijuana facilities through overly burdensome regulations. Even though Amendment 2 restricts municipal regulatory authority, it does provide specific avenues for municipal regulation. The first is the Amendment 2's imposed, 1,000-foot separation requirement; the second is Amendment 2's grant of authority to local governments to regulate the "time, place and manner" of the operation of medical marijuana facilities, as long as the regulations are not unduly burdensome.

Amendment 2 includes a default land-use regulation in
that it explicitly prohibits medical marijuana facilities from originally sitting within 1,000 feet of any elementary or secondary school, child daycare center and church unless a city decides to decrease the spacing requirement. There has been significant discussion around this provision, mainly regarding where to start and end the 1,000-foot measurement. Due to Amendment 2's specific reference to the actual facility in its separation provision, it is reasonable to interpret that the 1,000 feet should be measured from the building housing the medical marijuana facility to the building housing the protected entity (e.g., elementary or secondary school, child daycare center, or church). However, Section 311.080 RSMo contains a similar separation requirement for premises licensed to sell intoxicating liquor and churches and schools. In State ex rel. Casey's General Stores, Inc. v. Kissinger the proper measurement for Section 311.080 RSMo's separation requirement was determined to be from the property line of the address listed on the liquor license to the protected building.

Amendment 2 also permits cities to adopt regulations regarding the "time, place and manner" of the operation of medical marijuana facilities, as long as those regulations are not "unduly burdensome" on the operation of the medical marijuana facility. While this grant of authority is narrow, it is the largest and most important, grant of authority to cities in Amendment 2. It potentially implicates various municipal regulatory schemes, including zoning and business license authority.

The word "time" in "time, place and manner" clearly means that cities may regulate the hours of operation of medical marijuana facilities so long as those regulations are not unduly burdensome. The use of the phrase "place and manner" appears to allow cities to adopt reasonable zoning and business license regulations and standards for medical marijuana facilities, including requiring medical marijuana facilities to obtain additional zoning approvals, such as special or conditional use permits. Common standards that should be researched and potentially implemented include standards relating to odor and ventilation; onsite usage of medical marijuana; and hours of operation. Moreover, if a city does not already generally require the submission and approval of site plans for new construction or exterior additions or alterations to commercial buildings, it would be prudent to consider implementing such a requirement. Each zoning and business license regulation and standard may vary from city to city; however, at the end of the day, the regulations and standards must not be "unduly burdensome" on the operation of the medical marijuana facility.

Finally, Amendment 2 does allow for cities to establish civil penalties for the failure of a medical marijuana facility to comply with the city's reasonable time, place and manner restrictions.

Policing of the Use and Possession of Medical Marijuana

Currently, most, if not all, offenses chapters of city codes prohibit the possession of marijuana; however, due to the passage of Amendment 2, these provisions must be amended to allow for possession under certain circumstances. Though Amendment 2 makes possession and transportation of medical marijuana legal, it specifically prohibits the consumption of medical marijuana in public places and driving under the influence of marijuana. Likewise, Amendment 2 requires that qualifying patients produce on demand their identification card or equivalent identification card from another state.

Employment and Personnel Policies

Amendment 2's effect on city employment policies and procedures is generally limited by the amendment's specific prohibition on persons bringing claims against employers for adverse employment actions, such as the employee either being under the influence of marijuana at work, or for attempting to work while under the influence of marijuana. While Amendment 2 generally gives cities and employers the discretion to craft personnel policies that best fit their circumstances, due to the requirements of the federal law, specifically the Drug-Free Workplace Act and 18 USC § 922(g)(3) that prohibits users of federally illegal drugs from possessing firearms, and licensing requirements for persons...
operating certain types of trucks or other heavy equipment remaining a drug-free workplace may still be required.

Also, due to marijuana use still being considered illegal drug use at the federal level, it is doubtful that the Americans with Disabilities Act requires cities to provide reasonable accommodations to qualifying patients.

Potential Revenue Increases and Implications

Although Amendment 2 limits the amount of taxes that may be imposed on the sale of marijuana for medical use to only those authorized by Amendment 2, it does explicitly create local sales and uses taxes applicable to retail sales of medical marijuana.

Summary

Amendment 2 legalizes the cultivation, production, transportation, sale, purchase, and administration of marijuana for medical purposes in part through the establishment of various medical marijuana facilities and identification cards, and by granting the Department of Health and Senior Services regulatory oversight of said facilities and identification cards. Further, certain provisions of Amendment 2 markedly affect municipalities across the state, by partially preempting municipal regulatory authority over medical marijuana; requiring revisions to municipal offense provisions related to the possession of marijuana; potentially necessitating the redrafting of personnel policies; and increasing municipal revenues through the explicit applicability of local sales taxes on the sale of medical marijuana.

Padraig Corcoran is an attorney at the law firm of Williams & Campa, P.C., practicing in the areas of general municipal, land use, litigation, eminent domain, telecommunications, and real estate development/redevelopment (economic incentives) law. Williams & Campa, P.C. is a law firm based in Lee's Summit, Missouri, that was formed for the express purpose of and is devoted to the representation of municipalities and other local government entities. Contact him at (816) 524-4646 or pc.corcoran@publiclawfirm.com.

Did You Know?

MLM has added a medical marijuana resource page to the League’s One Stop Shop on www.mocities.com that includes sample ordinances, frequently asked questions, a recorded webinar on this topic, and more. Watch for the latest resources as they become available!

The funny thing about retirement planning is, it actually takes planning.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development ACTION REQUESTED: First Reading/Public Hearing

SUBJECT: A request to rezone Lots 5 through 8, Block 19, Holloway FRC, which is, as currently configured, the parcel identified with the Phelps County Assessor Account Number of 6652.00 and the address of 601 East 10th Street, from the Multi-Family (Zoning) District (R-3) to the Office (Zoning) District (C-O).

(Allery & Asthma)

MEETING DATE: 05-20-2019

GENERAL INFORMATION:
CASE NUMBER: ZON19-03 SUBMISSION DATE: 04-08-2019
LEGAL AD DATE: 04-26-2019 300 FOOT NOTICE: 04-26-2019

APPLICANT/AGENT: Allery & Asthma Consultants own the parcel subject to the proposed ordinance (the subject parcel).

CURRENT USE/PARCEL/ZONING/FLUM DETAILS: The subject parcel is approximately .58 acres in size. The subject parcel is approximately 255 feet deep and 100 feet wide according to the GIS map. The lot is currently vacant. All area requirements for the Office (Zoning) District (C-O) are met (e.g. min. lot size, max. lot coverage, min. open space). The Future Land Use Map (FLUM) designation along 10th Street shows Neighborhood Commercial. The parcels along 11th Street show Medium to High Density Residential.

PROJECT DESCRIPTION: The applicant proposes to amend the Official Zoning Map in a way that will locate the subject parcel within the Office Zoning District (C-O) to permit the use of additional office space as listed in the permitted uses of the Office Zoning District (C-O). This rezoning would permit the applicant to apply for a permit to expand the current office building.

SITUATION, CURRENT USE, ZONING, & FLUM: Surrounding the subject parcels to the north and east are zoned R-3, and have a mix of single-family and multi-family homes located on them. To the south is Rolla High School.

PUBLIC & INTERNAL COMMENTS: No protests or petitions have been filed with the Community Development Department. The department did receive one e-mail concerning the water problem. The lots sit low and there is a lot of runoff. City employees inspected the subject parcels and the lots did not appear to have a spring located on them. There is a storm sewer inlet and the property owners will be responsible to take of all on site surface water, and they will be required to tie into the storm sewer. At the Planning and Zoning meeting there was one citizen who was concerned about the noise level. His wife is pregnant and he is concerned that after the baby is born the level of noise will disturb the baby.

ACTION REQUIRED: The Planning and Zoning Commission unanimously voted to recommend the approval of the proposal. The action requested from the City Council is to conduct the first reading of and the public hearing on the applicant’s proposal to rezone 0.58-acres, known as 601 East 10th Street, from the Multi-Family District Zoning (R-3) to Office District Zoning (C-O).
ORDINANCE NO._______

AN ORDINANCE APPROVING THE REZONING OF 601 EAST 10th STREET, FROM R-3 (MULTI-
FAMILY DISTRICT) ZONING TO C-O (OFFICE DISTRICT) ZONING, CITY OF ROLLA, PHELPS
COUNTY, MISSOURI

(Allergy & Asthma)

WHEREAS, an application for a rezoning was duly filed with the Community Development
Department on April 8, 2019, by the property owner requesting a .58 acre tract be rezoned according to the Basic
Zoning Ordinance of the City of Rolla, Missouri, so as to allow the rezoning of 601 East 10th Street to permit
the expansion of a medical office business; and

WHEREAS, a public notice was published on April 26, 2019 in the Rolla Daily News for the rezoning
of 601 East 10th Street according to law which notice provided that a public hearing would be held at Rolla City
Hall, 901 N. Elm, Rolla, Missouri; and

WHEREAS, the City of Rolla Planning and Zoning Commission met on Tuesday, May 14, 2019, at
5:30 p.m. in the City Council Chambers to conduct a public hearing and the Rolla City Council met on Monday,
May 20, 2019, at 6:30 p.m. to conduct a public hearing; and

WHEREAS, after consideration of all the facts, opinions, and evidence offered to the Planning and
Zoning Commission and City Council at said hearings by those citizens favoring the rezoning as described and
by those citizens opposing said change, the Rolla City Council found the proposed rezoning would promote
public health, safety, morals, and the general welfare of the City of Rolla, Missouri, and would be for the best
interest of said City;

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

Section 1: That the Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla,
Missouri which zoning ordinances adopts zoning regulations, use districts, and a zoning map in accordance with
comprehensive plan is hereby amended by changing the zoning classification of certain property situated within
the City of Rolla, Missouri, at 601 East 10th Street from R-3 (Multi-Family District) zoning to C-O (Office
District) zoning.

Section 2: This Ordinance shall be in full force and effect from and after the date of its passage and
approval. Building permits may not be issued by the Community Development Department until the revised plat
has been filed with the Phelps County Recorder of Deeds.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor

I.B.2.
ITEM/SUBJECT: An ordinance adding Article VII to Chapter 31 (Parks and Recreation) of the Rolla City Code regulating the planting, maintenance, and removal of trees, shrubs and other plants upon city property.

COMMENTARY:

It is the purpose of this ordinance to promote and protect the public health, safety and welfare by providing for the management of the planting, maintenance and removal of trees, shrubs and other woody plants within the City of Rolla located on city property. It is also to manage Rolla’s Public Community Forest in a strong, healthy condition for today and the future of Rolla.

Further, the ordinance seeks to promote public education and the use of best practices in the planting and maintenance of desirable native trees, shrubs and other plants and the prevention/spread of invasive trees, shrubs, and vegetation on public land.

The ordinance will serve as one of the four standards (requirements) for the application process for the City of Rolla to be designated as a Tree City USA city. A second standard, the formation of a tree board or department, will be attained through the Parks Advisory Commission serving in this capacity. The Commission voted at its May 8 meeting to accept this responsibility. The Commission also voted at that meeting to recommend to City Council the addition of a sixth member to the commission with a background as an ISA (International Society of Arboriculture) certified arborist.

Tree City USA standards 3 and 4 require a community forestry program commitment of an annual budget of at least $2 per capita and an annual Arbor Day proclamation and observance.
ORDINANCE NO. 1

AN ORDINANCE ENACTING ARTICLE VII, CHAPTER 31, PARKS AND RECREATION, OF THE ROLLA CITY CODE REGULATING THE PLANTING, MAINTENANCE, AND REMOVAL OF TREES, SHRUBS AND OTHER PLANTS UPON CITY PROPERTY IN ROLLA, MISSOURI.

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

Section 1: That Article VII., Chapter 31, Parks and Recreation, of the Rolla City Code is hereby enacted to read as follows:

Sec. 31-73. Definitions

City: “City” as referenced herein also includes Rolla Municipal Utilities.

Street trees: “Street trees” are defined as trees, shrubs, bushes and all other woody vegetation on public land lying between the private property lines on either side of all streets and avenues with the city/village.

Park Trees: “Park trees” are defined as trees, shrubs, bushes and all other woody vegetation in public parks.

Public Trees or Public Community Forest: “Public Trees” or “Public Community Forest” is defined as all street and park trees, and other trees owned by the city as a total resource, and may be referred to as public trees.

Community Forest Manager: Community Forest Manager is defined as the official (public employee) representative of the Parks Department and as such is responsible for administration of the community forest program.

Sec. 31-74. Purpose

It is the purpose of this ordinance to promote and protect the public health, safety, and welfare by providing for the management of the planting, maintenance and removal of trees, shrubs and other woody plants within the City of Rolla located on city property. It is also to manage Rolla’s Public Community Forest in a strong, healthy condition for today and the future of Rolla.

Intent:

It is the intent of the City Council of the City of Rolla that the terms of this ordinance shall be construed so as to promote:
1. The planting, maintenance, restoration, and survival of desirable native trees, shrubs and other plants within the city on public property.
2. The protection of community residents from personal injury and property damage and the protection of the City of Rolla from property damage, caused or threatened by the lack of or improper planting, maintenance or removal of trees, shrubs or other woody plants located on public property within the community.
3. Public education of best practices on the planting and maintenance of desirable native trees, shrubs and other plants and the prevention/spread of invasive trees, shrubs, and vegetation throughout the community.
4. The scope of this ordinance does not include trees on private land.

Sec. 31-75. Grant authority to the Parks Advisory Commission to function as the City of Rolla Tree Board

This expands the duties of the Parks Advisory Commission for the City of Rolla to act as the city’s Tree Board. Rolla City Ordinance Chapter 31, article IV, sections 31-23 through 31-28, establishes the composition of the advisory commission, the term of office, duties and responsibilities, operation, officers, meetings, other ordinances pertaining to Parks and Recreation activities, and any and all limitations.

Sec. 31-76. Street tree species to be planted

The City of Rolla shall maintain an extensive list of recommended street trees and a list for park trees for planting in these respective areas. The purpose of this listing will be to maintain diversity of native species in the total tree population. The list of recommended trees shall be updated periodically by the Community Forest Manager and approved by Parks and Recreation Director, with advice from the Parks Advisory Commission, to reflect new developments of species that will affect the population of the community forest. A separate list of recommended trees will be available to residents of the city upon request to aid in their own selection.

Sec. 31-77. Prepare budget proposal

The Parks and Recreation Director will include tree planting and maintenance activities on public property, utilizing the combined efforts of the City and RMU, and reflecting the minimum amount required by Arbor Day Foundation of $2 per capita expenditure to maintain Rolla as a Tree City USA. The Parks Advisory Commission, acting as the Tree Board, will provide input on the budget and the financial reporting requirements.
Sec. 31-78. Public education and promotion

The Parks Advisory Commission will assist with the public educational outreach on the advantages of trees and the proper planting and maintenance of all trees, including information on invasive trees and other vegetation. The Advisory Commission shall assist the Parks Department and the City in preparing for the annual Arbor Day proclamation and observation and with becoming and maintaining the city’s status as a Tree City USA.

Sec. 31-79. Distances and clearances for planting of all trees on public property

Recommendations for street trees:
(a) May be planted in the median at a minimum of six feet and no closer than three feet from a sidewalk, driveway or street. Tree plantings should take into consideration root development to minimize lifting of adjacent curbs/and or sidewalks.
(b) Should not be planted closer than 10 feet from any street corner, measured from the point of the nearest intersection of curbs or curb lines.
(c) Should not be planted closer than 10 feet from any fire hydrant.
(d) Should not be planted closer than 10 feet from any underground utility in the right-of-way.

Sec. 31-80. Public tree care

The City shall have the right to plant, prune, maintain, and remove trees, plants and shrubs within the rights-of-way or bounds of all streets, alleys, lanes, squares and public grounds, as may be necessary to ensure public safety. The City may remove or cause or order to be removed by a qualifying third party that meets Section 16 of this ordinance any tree of part thereof which is in an unsafe condition or which by reason of its nature is injurious to electric power lines or other public, improvements or is seriously affected with any fatal disease. Tree pruning and removal should be done with familiarity of and training in the most current ANSI A300 (generally accepted industry standards for tree care practices) found at www.tcia.org (Tree Care Industry Association).

Property owners abutting rights-of-way may perform normal tree care on all street trees in a manner, which promotes safe and healthy plants. Such care must be done in a manner, which protects the health, safety, and welfare of the public.
Sec. 31-81. Permits required

It shall be unlawful for any person other than officials, agents and employees of
the City to remove public trees or to remove or plant trees in City parks or on
city-owned land without first obtaining a permit from the Community Forest
Manager and receiving written approval from the Parks and Recreation
Department. There will be no fee for such permit. A permit is not required of a
utility when trimming must be completed to comply with applicable standards for
line clearance.

Sec. 31-82. Compensatory payments

If a permit is granted by the Community Forest Manager for tree removal, the tree
must be replaced with a tree or trees of equivalent dollar value in the vicinity of the
removed tree, as specified by the Community Forest Manager. Public utilities and
city departments are exempt from this clause. The value of trees shall be
determined by the Community Forest Manager in accordance with regulations
considering the species, location, size and condition of trees adopted by the Parks
Advisory Commission. If no suitable location exists in the vicinity of the tree
removed or if the replacement tree is of lesser value, the person causing the tree to
be removed shall make a compensatory payment to the city equal to the difference
in value between the tree removed and any replacement tree. Such compensatory
payment shall be paid into a fund established the Director of Finance and used
solely by the Parks Director for the purpose of enhancing the community forest.

Sec. 31-83. Abuse of public and parks trees

No person shall intentionally damage, cut, carve, transplant or remove any public
tree, unless authorized specifically by this ordinance; attach any rope, wire, nails,
advertisements, posters, signs or other contrivance to any tree; allow any gaseous
liquid or solid substance which is harmful to such trees to come into contact with
them; or set fire or permit any fire to burn when such fire or the heat thereof will
injure any portion of any tree.

Sec. 31-84. Tree topping

It shall be unlawful as a normal practice for any person, firm or city department to
top any street tree, park tree, or other tree on public property. Topping, rounding
off or pollarding is defined as the systematic cutting back of limbs within the
tree's crown to such a degree as to remove the normal canopy and disfigure the
tree. Trees determined by the city or by public utility to be severely damaged by
storms or other causes, or certain trees under utility wires or other obstructions
where other pruning practices are impractical, are exempted from this section.
Sec. 31-85. Clearance over streets and walkways

Clearance over streets and walkways shall be the responsibility of the abutting property owner. A clearance of 8 feet must be maintained over walkways and a clearance of 15 feet must be maintained over streets and alleys.

Sec. 31-86. Dead or hazard tree removal

The city shall have the right to remove any tree on city property that is dead or has been declared hazardous to public safety by the Community Forest Manager. Hazard trees are defined as trees with severe structural defects or splits. Such trees are determined by the recommendation of the Community Forest Manager to the Parks Director.

Sec. 31-87. Interference with the ordinance

It shall be unlawful for any person to prevent, delay or interfere with the Community Forest Manager, the Parks Advisory Commission, city staff, or any of its representatives or agents, while engaging in and about the planting, cultivating, mulching, pruning, spraying or removing of any trees with the public community forest, trees on right-of-ways or any tree deemed a threat by the city administrator to the safety of the public.

Sec. 31-88. Arborist certification and insurance

Persons or firms engaged by the city in the business or occupation of pruning, treating or removing any street tree, park tree or public tree should be recognized by the International Society of Arboriculture as a certified arborist or certified tree worker. All persons or firms must carry evidence of liability insurance and workmen's compensation. Such persons or firms must have also have a business license with the city.

Sec. 31-89. When operative

This ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

APPROVED:

________________________
Mayor

ATTEST:

________________________
City Clerk

APPROVED AS TO FORM:

________________________
City Counselor
CITY OF ROLLA

CITY COUNCIL AGENDA

DEPARTMENT HEAD: DARIN PRYOR

ACTION REQUESTED: Ordinance 1st Reading

ITEM/SUBJECT: Stop and Yield Ordinance

BUDGET APPROPRIATION (IF APPLICABLE) $ DATE: 05/20/19

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COMMENTARY:

Staff has received a request from Phelps Health to create a new stop condition on 11th street. A letter requesting this change and a map depicting the change is attached.
ORDINANCE NO. ________

AN ORDINANCE AMENDING SECTION 27-89 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, PERTAINING TO STOP INTERSECTIONS.

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

Section 1: That Section 27-89, Stop intersections - Enumerated generally, of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri is hereby amended by adding the following: (Ord. 4197)

Sec. 27-89. Stop intersections - Enumerated generally.

The driver of a vehicle shall cause his vehicle to come to a full and complete stop before entering the intersections named below, and he shall then proceed cautiously, yielding the right of way to any pedestrian within any crosswalk adjacent to the intersection and to any vehicle either in the intersection or approaching so closely thereto, when not required to stop, as to constitute an immediate hazard. At those intersections labeled "Yield," the driver of a vehicle shall yield the right of way to any vehicle in either the intersection or approaching so closely thereto, when not required to stop, as to constitute an immediate hazard.

Eleventh Street, on the south side, at a point two hundred sixty feet east of the intersection of the vacated Asher Street, to the west intersection of a Private Drive owned by Phelps Health.

Eleventh Street, on the north side, at a point two hundred twenty-five feet west of the intersection of the Powell Avenue, to the east intersection of a Private Drive owned by Phelps Health.

Section 2: That this ordinance shall be in full force and effect from and after the date of its passage and approval.


APPROVED

ATTEST: ___________________________  MAYOR

CITY CLERK

APPROVED AS TO FORM:

______________________________  C. B. 2.

CITY COUNSELOR
Section 27-89 Stop Intersections

Eleventh Street, on the south side, at a point two hundred sixty feet east of the intersection of the vacated Asher Street, to the west intersection of a Private Drive owned by Phelps Health.

Eleventh Street, on the north side, at a point two hundred twenty-five feet west of the intersection of the Powell Avenue, to the east intersection of a Private Drive owned by Phelps Health.
April 18, 2019

Rolla Public Works
Attn: Steve Hargis
P.O. Box 9797
Rolla, Missouri 65402

RE: 11th/Asher intersection

Mr. Hargis,

In July of 2018 the City voted to vacate portions of Asher, Joyce Avenue, and 12th Streets as part of a phased plan to expand the Phelps Health campus. While not dedicated as public rights of way, Asher was relocated further east to become part of a contiguous north-south thoroughfare connecting 10th Street to 13th Street with plans to connect further to 14th and/or a future exterior campus loop road. Though not complete, the emerging traffic patterns place the primary traffic flow on the new Asher Street, while truck and delivery traffic to the hospital remain on 11th Street. Plans submitted to the City in 2018 only show the Asher street stop signs relocated, but Phelps Health believes that with the increased number of conflicts encountered at the intersection of 11th Street and the new Asher Street, and given the majority of traffic is shifting to Asher Street, the inclusion of stop signs on 11th Street is paramount for public safety.

It is requested that the City consider adopting by ordinance the inclusion of stop signs on 11th street to make this intersection a 4-way stop condition. A drawing of the location is attached hereto for reference.

Respectfully submitted,

Edward J. Clayton
Chief Executive Officer

Enclosures: intersection area drawing
COMMENTARY: Attached is an ordinance amending Chapter 27 of the General Ordinances of the City of Rolla to allow bicycles to make an Idaho stop.

The Idaho stop is the common name for a law that allows cyclists to treat a stop sign as a yield sign, and a red light as a stop sign. It first became law in Idaho in 1982, but was not adopted elsewhere until Delaware adopted a limited stop-as-yield law in 2017. In 2018, Colorado passed a law standardizing the language municipalities or counties would use for a local Idaho Stop or Stop as Yield law, with certain statewide limits. Arkansas adopted the Idaho Stop law in April 2019. "Stop as Yield", a version that deals only with stop signs, has also expanded to parts of Colorado and been considered in several other states. Advocates argue that current law criminalizes normal cycling behavior, and that the Idaho stop makes cycling easier and safer and places the focus where it should be: on yielding the right-of-way.

Advocates for Idaho stop laws argue that they improve safety. Two studies of the Idaho stop show that it is measurably safer. One study showed that it resulted in 14% fewer crashes and another indicated that Idaho has less severe crashes. Similarly, tests of a modified form of the Idaho Stop in Paris "found that allowing the cyclists to move more freely cut down the chances of collisions with cars, including accidents involving the car’s blind spot." And, less definitively, a study of rolling stops in Seattle determined that "these results support the theoretical assertion that bicyclists are capable of making safe decisions regarding rolling stop," while a 2013 survey of stop as yield in Colorado localities where it is legal reported no increase in crashes. Another study done in Chicago showed that compliance with stop signs and stop lights by cyclists was low when cross-traffic was not present, but that most were still performing an Idaho Stop; and therefore "enforcing existing rules at these intersections would seem arbitrary and capricious". Some supporters maintain that changing the legal duties of cyclists provides direction to law enforcement to focus attention where it belongs—on unsafe cyclists (and motorists). Additionally, some claim that, because bicycle laws should be designed to allow cyclists to travel swiftly and easily, the Idaho stop provision allows for the conservation of energy.

Opponents of the law maintain that a uniform, unambiguous set of laws that apply to all road users is easier for children to understand and allowing cyclists to behave by a separate set of rules than drivers makes them less predictable and thus, less safe. Jack Gillette, former president of the Boise Bicycle Commuters Association, argued that bicyclists should not have greater freedoms than drivers. "Bicyclists want the same rights as drivers, and maybe they should have the same duties," he said. San Francisco Mayor Edwin M. Lee argued that the law "directly endangers pedestrians and cyclists" in his veto of a similar law in his city.
Many states, including Missouri, have laws allowing cyclists (and motorcyclists) to stop at and then proceed through a red light if the light doesn't change due to the inability of the embedded sensors in the ground to detect them. Such laws often require that the cyclist stop, confirm that there is no oncoming traffic, and proceed after waiting a certain amount of time or cycles of the light. These are known as "Dead Red" laws.

Since 2003, Idaho stop style bills, or resolutions asking the state to pass one, have been introduced in Oregon, San Francisco, Minnesota, Arizona, Montana, Utah, Washington DC, New York City, Santa Fe, Oklahoma, Edmonton, Colorado, and California, with various levels of success. Arkansas governor Asa Hutchinson signed the Arkansas "Idaho stop" law in April 2019.

The Rolla Bicycle and Pedestrian Committee recommend approval of the ordinance.
ORDINANCE NO. __________

AN ORDINANCE AMENDING ARTICLE III, CHAPTER 27 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI RELATING TO TRAFFIC.

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

Section 1: That Section 27 is hereby amended to read:

Sec. 27-38. Pedestrian and bicycles

(1) A person operating a bicycle or human-powered vehicle approaching a stop sign shall slow down and, if required for safety, stop before entering the intersection. After slowing to a reasonable speed or stopping, the person shall yield the right-of-way to any vehicle in the intersection or approaching on another highway so closely as to constitute an immediate hazard during the time the person is moving across or within the intersection or junction of highways, except that a person after slowing to a reasonable speed and yielding the right-of-way if required, may cautiously make a turn or proceed through the intersection without stopping.

(2) A person operating a bicycle or human-powered vehicle approaching a steady red traffic control light shall stop before entering the intersection and shall yield to all other traffic. Once the person has yielded, he may proceed through the steady red light with caution. Provided however, that a person after slowing to a reasonable speed and yielding the right-of-way if required, may cautiously make a right-hand turn. A left-hand turn onto a one-way highway may be made on a red light after stopping and yielding to other traffic.

(3) A signal of intention to turn right or left shall be given during not less than the last one hundred (100) feet traveled by the bicycle before turning, provided that a signal by hand and arm need not be given if the hand is needed in the control or operation of the bicycle.

Section 2: That 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
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance

ITEM/SUBJECT: Airport Improvement Program
MODOT Block Grant Agreement

BUDGET APPROPRIATION (IF APPLICABLE):  

DATE: 05/20/2019

COMMENTARY:

The attached ordinance authorizes the Mayor to execute a block grant agreement with the Missouri Department of Transportation for the design of Runway 4/22 Pavement Rehabilitation and the Property Exhibit “A” Update.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>DESIGN PROJECT</td>
<td>$176,610.13</td>
</tr>
<tr>
<td>EXHIBIT UPDATE</td>
<td>$42,705.42</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$219,315.55</td>
</tr>
<tr>
<td>TOTAL GRANT FUNDS</td>
<td>$200,083.00</td>
</tr>
<tr>
<td>TOTAL CITY FUNDS</td>
<td>$19,315.55</td>
</tr>
</tbody>
</table>

Staff recommends approval of this ordinance.

ITEM NO. _______________
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 STATE BLOCK GRANT BETWEEN THE CITY OF ROLLA, MISSOURI AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION.

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 certain State Block Grant Agreement between the City of Rolla, Missouri and Missouri Highways and Transportation Commission, a copy of said agreement being attached hereto and marked Exhibit "A".


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR

IV. D.2.
STATE BLOCK GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

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

SECTION II - STANDARD AGREEMENT ITEMS

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

34. BAN ON TEXTING WHILE DRIVING
35. SUSPENSION AND DEBARMENT
36. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIVERSAL IDENTIFIER
37. REQUIRED FEDERAL PROVISIONS
38. EMPLOYEE PROTECTION FROM REPRISAL

SECTION III — PLANNING

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

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

43. RUNWAY PROTECTION ZONE

SECTION V - DESIGN

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

SECTION VI - SPECIAL CONDITIONS

47. SPECIAL CONDITIONS

SECTION VII — GRANT ACCEPTANCE

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

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

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

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

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

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

Design Runway 4/22 Rehabilitation and Exhibit "A" Update;

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

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

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to June 30, 2021. The Commission's chief engineer may, for good cause as shown by the Sponsor in writing, extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence of title to all existing airport property and avigation easements and address any and all encumbrances. Satisfactory evidence will consist
of the Sponsor’s execution of a Certificate of Title form provided by the Commission.

(4) **AMOUNT OF GRANT:** The initial amount of this grant is not to exceed Two Hundred Thousand Eighty-Three Dollars ($200,083) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

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

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

(5) **AMOUNT OF MATCHING FUNDS:** The initial amount of local matching funds to be furnished by the Sponsor is not to exceed Twenty-Two Thousand Two Hundred Thirty-Two Dollars ($22,232).

(A) The amount of matching funds stated above represents ten percent (10%) of eligible project costs.

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

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

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

(8) **EXPIRATION OF GRANT OFFER:** This grant offer shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before June 30, 2019 or such subsequent date as may be prescribed in writing by the Commission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) Long term commitments (longer than 5 years) must provide for renegotiation of the leases/agreements' terms and payments at least every five (5) years.
(B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.

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

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

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

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

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

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

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

1. Withholding of payments under this Agreement until the Sponsor complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

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

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

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

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

(18) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
(19) **LAW OF MISSOURI TO GOVERN:** This Agreement shall be construed according to the laws of the State of Missouri. The Sponsor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

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

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

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

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

(24) **INDEMNIFICATION:**

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

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

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and
(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

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

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

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

Sponsor: Mr. John Butz
City Administrator
City of Rolla
P.O. Box 979
Rolla, MO 65402
(573) 426-6948
e-mail address: jbutz@rollacity.org

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document.
EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-608-8220) or on the web (currently at http://fedgov/dnb/com/webform).

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

(38) EMPLOYEE PROTECTION FROM REPRISAL:

(A) Prohibition of Reprisals:

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

   a. Gross mismanagement of a Federal grant;

   b. Gross waste of Federal funds;

IV. D. 15.
EXHIBIT "A"

use of Federal funds;

c. An abuse of authority relating to implementation or

d. A substantial and specific danger to public health or

safety; or

e. A violation of law, rule, or regulation related to a

Federal grant.

2. The persons and bodies to which a disclosure by an

employee is covered are as follows:

a. A member of Congress or a representative of a

   committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Federal office or employee responsible for oversight

   of a grant program;

e. A court or grand jury;

f. A management office of the Sponsor; or

g. A Federal or State regulatory enforcement agency.

(B) Submission of Complaint: A person who believes that they have

been subjected to a reprisal prohibited by Paragraph (A) of this grant term may submit a

complaint regarding the reprisal to the Office of Inspector General for the U.S.

Department of Transportation.

(C) Time Limitation for Submittal of a Complaint: A complaint may not

be brought under this subsection more than three years after the date on which the

alleged reprisal took place.

(D) Required Actions of the Inspector General: Actions, limitations, and

exceptions of the Inspector General's office are included under 41 U.S.C. §4712(b).

(E) Assumption of Rights to Civil Remedy: Upon receipt of an

explanation of a decision not to conduct or continue an investigation by the Office of

Inspector General, the person submitting a complaint assumes the right to a civil

remedy under 41 U.S.C. §4712(c).

(39) AIRPORT LAYOUT PLAN: All improvements must be consistent with a

current and approved Airport Layout Plan (hereinafter, "ALP"). The Sponsor shall

update and keep the ALP drawings and corresponding narrative report current with
EXHIBIT "A"

regard to the FAA Standards and physical or operational changes at the airport.

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

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

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

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

(42) EXHIBIT "A" PROPERTY MAP: The Sponsor’s existing Exhibit "A" Property Map dated February 4, 1997 will be updated as part of this grant project. The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the Commission and to submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.

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

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

(B) Existing Easement Interest in the Runway Protection Zone: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or
misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

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

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

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

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

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

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

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

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

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

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

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

(B) **Buy America Requirements:** Unless otherwise approved by the Commission and the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any iron, steel or manufactured products produced outside of the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

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

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

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

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

(F) **Disadvantaged Business Enterprise Required Statements:**

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

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

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of Title 49 Code of Federal Regulations, Part 26 in the award and administration of any United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed by the Sponsor this ___ day of ________________, 20__.

Executed by the Commission this ___ day of ________________, 20__.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By _______________________

Title _______________________

Attest:

______________________________

Secretary to the Commission

Approved as to Form:

______________________________

Commission Counsel

CITY OF ROLLA

By _______________________

Title _______________________

Attest:

______________________________

Ordinance No. ____________________

(if applicable)
CERTIFICATE OF SPONSOR'S ATTORNEY

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

CITY OF ROLLA

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date ____________________________
EXHIBIT "A"

APPENDIX
STATE BLOCK GRANT AGREEMENT

Purpose

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

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

Note: Additional 50 pages on Aviation Grant Programs and assurances available in the City Clerk's Office.
COMMENTARY: The attached ordinance would authorize the Mayor to enter into an Aviation Project Consultant Agreement. The project is to prepare plans and contract documents to rehabilitate Runway 4/22 at the Rolla National Airport.

MODOT requires an independent fee estimate for airport engineering services. We engaged Rood & Associates of Arvada, Colorado to perform this review. This review was submitted to MODOT and they have authorized the City of Rolla to proceed with the consultant agreement.

The fee for design services is not to exceed $176,610.13. This will be funded 90% Federal/MODOT and 10% City of Rolla.

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 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 Consulting Services, a copy of said agreement being attached hereto and marked Exhibit "A".


APPROVED:

________________________________________
MAYOR

ATTEST:

________________________________________
CITY CLERK

APPROVED AS TO FORM:

________________________________________
CITY COUNSELOR
EXHIBIT "A"

Airport: Rolla National
MoDOT Project No.: 19-056A-2

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<td>19-056A-2</td>
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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.

Rev 04/11/2018
(D) "CONSULTANT" means the firm providing professional services to the Sponsor as a party to this Agreement.

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

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

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

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

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

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

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

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

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

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

(2) **SCOPE OF SERVICES:**

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

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

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

(4) **INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:**

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

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

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

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

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

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

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.
(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant’s activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor’s defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant’s negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

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

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

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


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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **DBE Participation Obtained by Consultant**: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 14% of the total services to be performed under this Agreement, by dollar value. All DBE firms which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:
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<table>
<thead>
<tr>
<th>DBE NAME AND ADDRESS</th>
<th>TYPE OF DBE SERVICE</th>
<th>DOLLAR VALUE OF DBE SUB-CONTRACT</th>
<th>PERCENT APPLICABLE TO DBE GOAL (100%, 60%)</th>
<th>DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)</th>
<th>PERCENT OF TOTAL CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>TSi Geotechnical, Inc.</td>
<td>Subsurface Exploration and Geotechnical Engineering Evaluation</td>
<td>$25,380.00</td>
<td>100%</td>
<td>$25,380.00</td>
<td>14%</td>
</tr>
<tr>
<td>1340 North Price Road</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>St. Louis, Mo 63132</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL DBE PARTICIPATION $25,380.00 14%

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

8. **SUBCONSULTANTS:**

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

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

<table>
<thead>
<tr>
<th>FIRM NAME</th>
<th>COMPLETE ADDRESS</th>
<th>NATURE OF SERVICES</th>
<th>SUBCONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whirxx</td>
<td>5001 1st Ave. SE, Suite 105 #119 Cedar Rapids, IA 62402</td>
<td>UAS data processing services</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

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

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

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

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

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

4. Professional Liability: $1,000,000.00, each claim and in the annual aggregate.

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

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

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

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

(9) FEES AND PAYMENTS:

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

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of $176,610.13, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

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

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

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

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

4. The additions to productive salaries for Items in Subsections (9)(C) 1 and 2 will be established based on the latest audit.
5. The Consultant shall provide a detailed man hour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

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

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

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

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

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

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

(10) PERIOD OF SERVICE:

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

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

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

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;

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

4. Court proceedings;

5. Changes in services or extra services.

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

(A) Termination for Convenience:

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

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

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

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

(B) Termination for Default:

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

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

3. Termination by the Sponsor:
   a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:
      i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;
      ii. Make adequate progress so as to endanger satisfactory performance of the Project; or
      iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.
   b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.
   c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.
   d. The Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.
   e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

4. Termination by Consultant:
   a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:
      i. Defaults on its obligations under this Agreement;
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ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

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

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

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

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

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

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

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

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

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

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

IV. E.19.
II. Any rights of copyright to which Sponsor, its Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

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

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

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

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

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

Contractor - Consultant
Government and Federal Agency - Sponsor
Subcontractor - Subconsultant

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

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, MoDOT, and/or FAA in data files compatible with AutoCAD 2018 and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in

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accordance with the terms of the Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

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

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

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

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

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

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

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

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

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

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

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

(15) INDEMNIFICATION RESPONSIBILITY:

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

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

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

N.E. 21.
Rev 04/11/2018
(16) **INSURANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
(C) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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

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

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or

2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(20) AVIATION FEDERAL AND STATE CLAUSES:

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

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

1. By execution of this Agreement, the Consultant certifies that

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

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

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

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

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

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

1. To comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387); and
2. To report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency and the FAA.

(N) Right to Inventions - 2 CFR §200 Appendix II(F), 37 CFR § 401:
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 Agreement incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. The Consultant must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

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

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

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

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

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, MoDOT, the FAA, and the Comptroller General of the United States or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.
(23) **NOTICE TO THE PARTIES:** All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

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

| NAME AND TITLE OF SPONSOR’S REPRESENTATIVE | Mr. John Butz, City Administrator |
| SPONSOR’S NAME | City of Rolla |
| SPONSOR’S ADDRESS | 901 North Elm Street  
Rolla, MO 65401 |
| PHONE | 1-573.426.7948 |
| FAX |  |
| E-MAIL ADDRESS | jbutz@rollacity.org |

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

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

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

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

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

(27) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.
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(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

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

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

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

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

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 1st day of May, 2019.
Executed by the Sponsor the _____ day of ________________, 20____.

Consultant: Jvlation, Inc.
By: ____________________________
Signature
Title: Office Manager

Sponsor: City of Rolla, Missouri
By: ____________________________
Signature
Title: Mayor

ATTEST:
By: ____________________________
Signature
Title: Project Coordinator

ATTEST:
By: ____________________________
Signature
Title: ____________________________

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EXHIBIT I

PROJECT DESCRIPTION

1. Rehabilitation of Runway 4/22 including milling, major and minor crack repairs and asphalt paving.
This project will consist of preparing Construction Plans, Contract Documents, Technical Specifications, and Engineer’s Design Report for the Runway 4/22 Rehabilitation project. This scope of work is for the design services provided by the Engineer for the Sponsor. The estimated construction cost of this project is approximately $1,800,000. See Exhibit No. 1 below for the project location.

### DESCRIPTION

This project will consist of the rehabilitation of Runway 4/22 and include milling, major and minor crack repairs and asphalt paving. This project will also include a Runway 4/22 safety area (RSA) determination to verify the current RSA meets the current FAA standards. If it is determined that grading in the RSA to meet current FAA standards is required, grading will also be a main component of this project.

The proposed geotechnical investigation will include the geological reconnaissance, subsurface exploration and pavement analysis for use in the evaluation of the appropriate level of runway rehabilitation.

Stormwater infrastructure will not be evaluated as part of this project since the main purpose of this project is to rehabilitate the pavement of Runway 4/22. If RSA grading becomes required, grading will surface flow to existing drainage infrastructure.

Approximately 43 acres will need to be topographically surveyed to determine the existing grades and infrastructure located within the project area. The existing RSA for Runway 4/22 is 150 feet wide and extends 300 feet beyond the runway end. Since any grading for the RSA will have to tie into existing grades, the survey area will be 300 feet wide, centered on the runway centerline and extend 325-feet past each runway end for a total length of 6,150 feet long.
Obstacles will be surveyed and evaluated off all four runway ends as a part of this project. The surveyor will utilize aerial survey equipment to produce a dense point cloud of the areas under the RPZs. The point cloud will be analyzed to identify penetrations to the Part 77 approach and departure surfaces.

The engineering fees for this project will be broken into two parts, **Part A-Basic Services**; 1) Preliminary Design Phase, 2) Design Phase, 3) Bidding Phase and Reimbursable Costs during Design and Bidding, and **Part B-Special Services**; 4) Survey Phase, and Reimbursable Costs during Survey. Additional design services that will be completed by sub-consultants to the Engineer, including the proposed geotechnical investigation, will be included in **Part B-Special Services**. Parts A and B and the four phases are described in more detail below.

**PART A - BASIC SERVICES** will consist of the preliminary design phase, design phase and bidding phase, all invoiced on a Lump Sum Basis except for the survey phase and reimbursable costs which will be invoiced on a not-to-exceed basis.

**1.0 Preliminary Design Phase**

1.1 **Coordinate and Attend Meetings with the Sponsor and MoDOT**. Meetings with the Sponsor and the MoDOT will take place to determine critical dates, establish the proposed design schedule, AIP development schedule and scope meeting schedule, and determine the feasibility of the proposed project and to establish the need for topographical surveying and pavement investigation/geotechnical testing. Various meetings during the design phase will also be conducted to review the progress of the design and discuss construction details, proposed time frame of the construction, and special requirements of the project. It is anticipated that there will be a minimum of three meetings with the Sponsor and/or MoDOT throughout the course of the project.

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

1.3 **Provide Project Coordination**. The Engineer provides project management and coordination services to ensure the completion of the design. These duties include items such as:

- The Engineer will utilize the project budget to determine the appropriate staffing required to complete the design.
- The Engineer will analyze the budget bi-monthly to ensure budget and staffing are on track to meet design schedules within budget.
- Providing project instructions to staff to complete the design.
- Prepare and submit monthly invoicing.

The Engineer will conduct the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems in performing the work of which the Engineer becomes aware. The PSR shall include an update of the project schedule as described in this section, when schedule changes are expected.
- The Engineer shall submit for acceptance and maintain, a design schedule detailing the Engineer's scheduled performance of the work.
- The Engineer shall create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

1.4 **Review Existing Documents**. The Engineer will gather and review existing available documentation that might be relevant to this project including but not limited to: record drawings (as-builts), design reports, final
reports, utility reports/maps, and previous surveys. The Engineer may use relevant information from this review to coordinate design and survey for the project.

1.5 Coordinate Topographical Survey. This task includes preparing the requirements, establishing the limits of the work area, and scheduling time for the survey to be completed. Design survey will be performed in-house under Item 4.1. The Project Manager is expected to visit the site for coordination with the Sponsor and Surveyors, and answer any questions the Surveyor may have. During design, the need may arise to verify other existing survey information or to extend the limits of the existing survey.

1.6 Coordinate Geotechnical Investigation. This task includes preparing the requirements for soils testing, limits of work, and scheduling a time for testing to be completed. Negotiating with the geotechnical engineering firm for a cost to perform the work, and for providing the on-site Project Engineer during geotechnical investigation, is also included in this item.

1.7 Prepare Grant Application. This task consists of preparing the grant application. The application will be submitted during the initial portion of the project. Preparation of the application will include the following:

- Prepare MoDOT Aviation Funding Application form
- Prepare Project Funding Summary
- Prepare Program Narrative, discussing the Purpose and Need of the work and the Method of Accomplishment
- Project Sketch (11”x17”)
- Prepare Preliminary Cost Estimate
- Include the existing Exhibit “A” Property Map
- Environmental Checklist (CATEX See Item 1.8 below)
- Prepare the Sponsors Certifications
- Attach the current Grant Assurances

The Engineer will submit the grant application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor will forward a copy of the signed application to MoDOT for further processing.

1.8 Prepare Environmental Checklist. MoDOT determined that “it is likely that this project will require an Undocumented Categorical Exclusion (CATEX), initiated by an environmental clearance letter”. Thus, a CATEX should apply to the proposed project according to FAA orders 1050.1F and 5050.4B. An environmental clearance letter requesting a CATEX will be prepared and submitted to MoDOT, with a copy to the Sponsor.

Coordination beyond a documented CATEX is outside of this scope of work.
2.0 Design Phase

2.1 Analyze Topographic Survey Data. This work includes analyzing the topographical surveying data and preparing the data for use with computer modeling. Included are the following separate tasks:

- Input raw survey data into AutoDesk Civil 3D in order to sort data into the Engineer's standard layers for efficient analysis.
- Verify surveyor horizontal and vertical control.
- Verify survey data from as-built conditions.
- Sort all data points by layers and descriptions for computer modeling.
- Prepare Triangulated Integrated Network (TIN - surface model) of existing ground contours, pavement edges, roadways, electrical equipment, drainage features, buildings, fences and other miscellaneous entities.
- Generate three-dimensional contour model from TIN
- Prepare and process data for spot elevations, grading and/or paving cross sections.

This work will also include the Runway 4/22 Safety Area Determination (RSAD) and supporting documentation, as required by FAA Order 5200.8, Runway Safety Area Program, and FAA Order 5200.9, Financial Feasibility and Equivalency of Runway Safety Area Improvements and Engineered Materials Arresting Systems. Procedures identified in the Office of Airports (ARP) Standard Operating Procedure (SOP) No. 8.00 will also be followed as appropriate. Included are the following separate tasks:

- Conduct RSA Inventory
- RSA Evaluation for Compliance
- If non-compliant, perform Improvement Practicality Assessment and possible Safety Enhancement Review
- Compile RSAD for Runway 4/22

2.2 Analyze Geotechnical Investigation Data. This task includes analyzing the geotechnical investigation, consisting of the following:

- Review Geotechnical Engineer recommendations.
- Determine on-site sources and quantities of suitable material for embankment.
- Determine appropriate data for benching design.
- Determine appropriate data for the pavement design form(s).
- Input data for computer modeling with topographical survey data.
- Prepare soil information for incorporation on the construction plans.
- Coordinate with Structural Engineer on geotechnical findings.

2.3 Prepare Pavement Design. After receiving the geotechnical investigation data, the Engineer will analyze the data, and prepare a pavement section using current FAA design software (FAARFIELD). In addition to determining the pavement section for the current and anticipated traffic, a PCN analysis will also be performed to determine the runway PCN classification based on the expected traffic mix. The Engineer will submit the FAARFIELD computer printouts with a narrative to the MoDOT.

- Determine appropriate data for pavement design.
- Input data for computer modeling with topographical survey data.
- Prepare an exhibit showing the existing pavement and base course thickness.
- Prepare pavement and soils information for incorporation on the construction drawings.
- Elevation of water table checked.
- Airport Fleet mix.
- Input data into FAARFIELD.
2.4 Prepare Existing Utility Inventory. This task includes reviewing record drawings and consulting with the local utility companies to identify all utilities within the project site.

2.5 Prepare Preliminary Contract Documents. This task will include preparing the preliminary Contract Documents including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Certification Statement Regarding Undocumented Individuals, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, Operational Safety on Airports During Construction Advisory Circular, and Wage Rates. The wage rates will be updated at the time of advertisement to reflect the most current wage rates for the project. Preparation will include establishing the location for the bid opening, dates for advertisement, and description of the work schedule. Also included in the Preliminary Contract Documents and covered in separate tasks below are the Construction Safety and Phasing Plan (CSPP), Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.6 Prepare Construction Safety and Phasing Plan (CSPP). This task involves meeting with the Sponsor to discuss the operations of the airport to help determine how the construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed in accordance with the requirements of FAA Advisory Circular (AC) 150/5370.2G “Operational Safety on Airports During Construction.” A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed as part of the CSPP and included in the Contract Documents for bidding. The CSPP will thoroughly discuss the operations of the airport and safety requirements during the project. This plan will also identify any nighttime work, continuous working times, or other unusual conditions that could affect the Contractor's normal progress on the project. The draft CSPP will be submitted at 30% complete for review and at 95% complete for ADO review, and upon approval from the ADO, through OE/AAA for coordination.

2.7 Prepare Preliminary Plans. The following is a list of anticipated construction plans for the project. Additional plans may be added during the design phase if required:

- Cover Sheet (1 Sheet) – Project title, project/grant numbers, funding agencies.
- Index of Drawings, Summary of Approximate Quantities, and General Notes (1 Sheet) – Lists all the drawings in the plan set, approximate quantities, general notes and legends where applicable.
- Construction Layout Plan (1 Sheet) – Depicts the overall airport layout and schematically identifies key project elements including Contractor access, storage and staging areas.
- Survey Control Plan (1 Sheet) – Depicts survey control for the project.
- Safety Plan (1 Sheet) – Identifies the safety procedures for the project.
- Geotechnical Investigation Plan (8 Sheets) – Identifies geotechnical data relevant to the project.
- Construction Phasing/Operations Plan (4 Sheets) – Identifies to the Contractor the phasing requirements and operating procedures for the project.
- Demolition Plan (6 Sheets) – Depicts the demolition limits for the project.
- Geometric Layout Plan (6 Sheets) – Depicts the geometry for the project.
Overall Grading and Drainage Plan (1 Sheet) – Depicts the overall grading and drainage for the project.

Grading and Drainage Plans (8 Sheets) – Depicts site grading for associated areas of the project.

Spot Elevation Plans (6 Sheets) – Depicts the spot elevations for the project including RSA, if applicable.

Pavement Plan and Profile (6 Sheets) – Depicts the left, center, and right profiles for the project pavement.

Extended Safety Area Plan and Profile (2 Sheets) – Depicts the left, center, and right profiles of the extended safety area.

Typical Sections (4 Sheets) – Depicts the typical sections for the grading and extended safety area, and crack repair plan view for the project.

Pavement Crack Repair Plan (4 Sheets) – Depicts the layout of various crack repairs.

Pavement Repair Details (1 Sheet) – Depicts the pavement repair types for the project.

Pavement Markings and Detail Sheets (7 Sheets) – Depicts the locations and markings for the project.

Seeding and Erosion Control Plan (2 Sheets) – Depicts the layout of various seeding and erosion control measures.

Seeding and Erosion Control Details (1 Sheet) – Depicts the details for all seeding and erosion control measures.

**PLAN SET TOTALING 71 SHEETS**

2.8 **Prepare Preliminary Technical Specifications.** This task includes assembling the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible, with the guidance from the current edition of the FAA Advisory Circular 150/5370-10H, Standard Specifications for Construction of Airports. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized will include, but not be limited to, the following:

- Item C-100 Contractor Quality Control Program (CQCP)
- Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control (IF RSA Grading is required)
- Item C-105 Mobilization
- Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)
- Item P-101 Preparation/Removal of Existing Pavements
- Item P-151 Clearing and Grubbing (IF RSA Grading is required)
- Item P-152 Excavation and Embankment (IF RSA Grading is required)
- Item P-209 Crushed Aggregate Base Course
- Item P-401 Asphalt Mix Pavement
- Item P-603 Emulsified Asphalt Tack Coat
- Item P-608 Emulsified Asphalt Seal Coat
- Item P-620 Runway and Taxiway Painting
- Item T-901 Seeding (IF RSA Grading is required)

The added specifications may include, but not be limited to, the following items:

- Item P-310 Geosynthetic Fabrics
- Item P-313 Structural Geogrid

2.9 **Prepare Preliminary Special Provisions.** This task includes preparing the preliminary Special Provisions to address, or expound on, conditions that require additional clarification. They will include, but are not limited to Haul Roads, Airport Security, Radio Communications, Work Schedule, Contractor’s Quality Control

2.10 Compile/Submit Permits. Special use permits that can be identified during the design phase of the project will also be identified in the Special Provisions of the Contract Documents for the Contractor’s benefit. The Contractor will be responsible for any special use permits including any surface discharge requirements, including the stormwater management construction plan permit (SWMP).

2.11 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460 on the Sponsor’s behalf. The anticipated use of equipment during construction will require an FAA Form 7460 to be sent to the FAA a minimum of 45 days prior to the start of construction for approval. The Engineer will prepare exhibits to illustrate the haul routes, staging area, batch plants, project limits, cranes and equipment areas.

2.12 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities will be consistent with the specifications and acceptable quantity calculation practices.

2.13 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers, and other databases available.

2.14 Prepare Engineer’s Design Report and Modification of Standards. During the preparation of the plans and specifications, an Engineer’s design report will be prepared in accordance with the current FAA Central Region Design Report guidelines. The Engineer’s design report will include a detailed summary of the project, photographs and descriptions of existing site conditions, pavement life cycle cost analysis, recycling and material availability analysis, estimate of project costs, and a schedule for the completion of the design, bidding and construction. Modifications of the FAA standards, as necessary, for the project will be prepared for preliminary review. The Modifications of Standards will be included in the Engineer’s design report and submitted on the MOS website (See Item 2.15 below) to the FAA and Sponsor. The Engineer’s design report will also contain any alternative design concepts that were investigated and evaluated.

2.15 Submit Modification of Standards on MOS Website. This will include MOS website access coordination with the Sponsor and FAA. Modifications of the FAA standards, as necessary, for the project will be compiled and submitted to the MOS website for approval. Revisions will be completed until the modification is accepted by the Sponsor and FAA.

2.16 Review Plans at 60% and 90% Complete. During various stages of completion of the design, the Engineer will submit a set of Contract Documents, Special Provisions, Specifications, Construction Plans, Engineer’s Report and Cost Estimate to the Sponsor for their review. Meetings will be scheduled for periodic reviews, including a 90% plans-in-hand review. The project will be reviewed with MoDOT to obtain their concurrence with the design.

2.17 Provide In-House Quality Control. The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals, and will also provide engineering guidance to the design team throughout design development from an experienced senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications and Contract Documents being submitted to the Sponsor and FAA, a thorough in-house quality control review of the documents will be conducted. This process
will include an independent review of the Construction Plans, Specifications and Contract Documents being submitted, by a licensed Professional Engineer, other than the Engineer whom performed the design of the project, comments offered by the Engineer that performed the review and revisions to the Construction Plans, Specifications and Contract Documents accordingly.

In addition to the 60% and 90% reviews of all plans, specifications, and Engineer’s design reports, the Engineer in-house quality control program also provides engineering guidance to the design team throughout the project design in attempt to steer the project in a manner that provides the best sound engineering judgment.

2.18 Prepare and Submit Final Plans and Specifications. A final set of Construction Plans (11” x 17”), Technical Specifications, Contract Documents and Engineer’s Design Report will be prepared and submitted to the Sponsor, and MoDOT. These documents will incorporate all revisions, modifications and corrections determined during the Sponsor and MoDOT final review.

<table>
<thead>
<tr>
<th>TASK 2 DELIVERABLES:</th>
<th>TO MoDOT</th>
<th>TO SPONSOR</th>
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<tbody>
<tr>
<td>2.3 Submit PCN Analysis and FAARFIELD computer printouts with a narrative.</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>2.5 Submit Preliminary Contract Documents for Sponsor’s Review</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>2.6 Submit CSPP at 30% and 95%</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>2.11 Submit FAA Form 7460 and FAA Form 7480</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>2.15 Coordinate MOS Website and submittals</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>2.16 Submit 30%, 60%, and 90% Contract Documents, Special Provisions, Specifications, Plans, Engineers Design Report, Cost Estimate and Project Review meeting minutes.</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>2.18 Submit Final Contract Documents, Special Provisions, Specifications, Cost Estimate, Plans, Engineers Design Report, and CSPP for Bidding</td>
<td>✓</td>
<td>✓</td>
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3.0 Bidding Phase

3.1 Provide Bid Assistance. The Engineer will assist the Sponsor, as needed, with any required bidding documents such as project advertisement in the Rolla Daily News and solicit for bids to potential contractors. The Sponsor will front the cost for project advertisement(s).

3.2 Prepare/Conduct Pre-Bid Meeting. The Engineer will conduct the pre-bid meeting and pre-bid site visit in concert with the Sponsor’s requirements.

3.3 Prepare Addenda. Any necessary addenda will be issued to clarify and modify the project, as required, based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor and FAA prior to being issued. The addenda will meet all design and construction standards, as required.

3.4 Consult with Prospective Bidders. During the bidding process, the Engineer will be available to clarify bidding issues with contractors and suppliers, and for consultation with the various entities associated with the project.

3.5 Attend Bid Opening. The Engineer will attend the bid opening for the project, which will be run by the Sponsor.

3.6 Review Bid Proposals. Upon the opening of submitted bid proposals by the Sponsor, the Engineer will review all the bid proposals submitted. An analysis of the bid prices will be tabulated and the Contractor’s qualification for the work including review of Suspension and Debarment rules on the www.Sam.gov website,
verification of proposed DBE Subcontractors, inclusion of bid guarantee, addenda acknowledged, and licensure in Missouri will be completed.

3.7 Prepare Recommendation of Award. The Engineer will prepare a Recommendation of Award for the Sponsor to accept or reject the bids, as submitted. If rejection is recommended, the Engineer will supply an explanation to: their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

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<tr>
<th>TASK 3 DELIVERABLES:</th>
<th>TO MoDOT</th>
<th>TO SPONSOR</th>
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<tbody>
<tr>
<td>3.1 Provide Required Bidding Documents</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>3.2 Prepare Pre-Bid Meeting Agenda &amp; Pre-Bid Meeting Minutes</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>3.3 Prepare Addenda</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>3.6 Review Bid Proposals</td>
<td>✓</td>
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<tr>
<td>3.7 Prepare Recommendation of Award</td>
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</table>

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 A – Basic Services.

PART B - SPECIAL SERVICES will consist of survey phase (invoiced on a not-to-exceed basis. Also included is the direct subcontract cost for the geotechnical investigation.

4.0 Design Survey Phase

4.1 Coordinate and Perform Topographical Survey. This task includes providing design survey services within the area defined as the Runway Safety Area Determination limits, including all Runway 4/22 pavement, to support the design team for this project. Work items associated with this task include the following:

- The ground survey area is approximately 43 acres.
- Preparation of a survey plan that will determine the appropriate survey methods and equipment to be utilized. Unmanned Aircraft Systems may be used on this project to assist with densifying data and providing design teams with updated high-resolution aerial imagery. If UAS is used during this project coordination with the FAA Air Traffic Control and Sponsor will be required.
- Verification of existing Primary Airport Control Station (PACS) and Secondary Airport Control Stations (SACS). It is assumed that the PACS and SACS located on the airport are in good condition and can be verified; however, if it is found that the PACS and SACS are compromised then establishment of temporary airport control will be completed and tied to the NSRS via static GPS observations. Following airport control verification/establishment, temporary project control, based upon the airport control PACS and SACS or temporary airport control, will be placed near the project area at intervals not to exceed 500 feet to control the project.
- Ground topography of non-pavement areas to be surveyed at 50-foot stations with associated cross sections having no greater than of 25-foot spacing and will include additional shots necessary to accurately depict breaklines. These ground topography areas will be surveyed with vertical accuracies not to exceed +/- 0.10 feet.
- Hard surface pavements for the runway and connectors will be surveyed at 25-foot stations as well as all vertical and horizontal points of tangent/curve with associated cross sections having no greater than 25-foot spacing. All hard surface pavement will be surveyed with vertical accuracies not to exceed +/- 0.04 feet. PCC joints will also be surveyed if they exist.
- Coordination with design staff to determine pavement tie-in locations. These locations will be surveyed with vertical accuracies of at least +/- 0.02 feet.
- Coordinate location and field marking of all existing utilities in the project limits with one-call.
services, airport operations staff, and/or private utility locators as necessary. Review of existing as-built and other construction records as necessary. All utility locates will be surveyed as marked by utility locators in the field. Points of utilities to be surveyed include but not limited to all paint marks, hydrants, valves, hand holes, manholes, inlets, cleanouts, culverts, pipes, pedestals, meters, transformers, utility poles, and other reasonably visible existing utility infrastructure components. Invert elevations of structures will be surveyed.

- Hangars and other buildings will be surveyed including building footprint, finished floor elevations at the openings plus 5 feet interior of the opening, and concrete aprons associated with door openings at intervals not to exceed 25 feet.
- Other airfield elements that will be located include aircraft tie-downs, guidance signs, taxiway and apron lighting and markings, NAVAIDS within the project area (if any), fuel farm, fences, gates, and other airport features as required.
- During design, there may be the need to verify other existing survey information or extend the limits of the existing survey.
- Reduce all field notes and pictures into a topographic survey report to be used by the Engineer.
- Create an Auto CAD drawing (DWG) using the surveyed data that will include symbols, linework, breaklines, notes, details, and a surface model.

4.2 Coordinate and Perform Aerial Obstruction Survey. This task includes providing unmanned aerial survey services and obstacle analysis within areas of the Part 77 20.1 approach surface of all four runway ends (4/22 and 13/31) within the area shown on Exhibit No. 2. Work items associated with this task will include the following:

- The aerial survey area is approximately 200 acres.
- Coordination with FAA Air Traffic Control to obtain the proper waivers for unmanned aircraft flight within Class E Surface airspace.
- Preparation of a flight and safety plan.
- Establishment and location of ground control to support data processing of aerial imagery.
- Processing aerial imagery into densified point clouds of the surveyed area.
- Processing aerial imagery frames into an ortho-rectified photo for use in identifying penetrations.
- Analysis of point cloud data in relation to the Part 77 surfaces for each runway end.
- Preparation of penetration files to distribute to the FAA, MoDOT and airport sponsor for use in establishing an obstruction removal plan.
- Additional field survey to precisely layout and mark identified penetrations for removal.
- Completion of a Final Report.

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<tr>
<th>TASK 4 DELIVERABLES</th>
<th>TO FAA</th>
<th>TO SPONSOR</th>
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<tr>
<td>4.1 Perform Topographical Survey</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>4.2 Penetration Report showing existing Obstacles</td>
<td>✔️</td>
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</table>

EX Reimbursable Costs during Survey

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 – Special Services. Section 4 is invoiced on a not-to-exceed basis.

Special Considerations

The following special considerations are required for this project but will be completed by sub-consultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.
Geotechnical Investigation: Soil samples for analysis will be taken for both the project site. Investigation and testing will also be performed to facilitate the design. As mentioned under the project description, the geotechnical investigation will be performed in two phases and will include the following:

- In-situ density, moisture content, soil description and classification (USCS).
- CBR of underlying subgrade material (ASTM D1883).
- Groundwater and typical depth.
- Swell/consolidation potential for the underlying soils.
- Typical frost depth.
- Gradation of subgrade materials including percent finer than 0.02mm.
- Atterberg limits of subgrade materials.
- Proctor test results ASTM D1557.
- Geotechnical considerations and recommendations for the pavement section.
- Geotechnical considerations and recommendations for surrounding soils in the RSA including compaction recommendations in case grading the area surrounding the runway is required.

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. Each trip is anticipated to be a one-day trip, and the number of trips for each phase are as follows:
   - Preliminary Design Phase: Three (3) Trips
   - Design Phase: Three (3) Trips
   - Bidding Phase: Two (2) Trips

2. The Sponsor will provide existing mapping data in the project area including but not limited to: as-builts as available for the project areas, aerial orthomages, subsurface conditions information such as prior geotechnical investigations in the project area, and other available information in the possession of the Sponsor.

3. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.

4. The Engineer will provide additional base mapping of existing topography, planimetric features, and underground utilities needed in the design phase of the project.

5. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.

6. The Sponsor will coordinate with tenants as required to facilitate field.

7. This scope and fee assumes that the project will be designed as one bid package. Splitting the project into two bid packages will result in additional costs.

8. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA Advisory Circular 150/5300-13A Airport Design and related circulars. Construction specifications will be in accordance with AC 150/5370-1011, Standard Specifications for Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards including all applicable current FAA Advisory Circulars and
Orders required for use in AIP funded projects, and other national, state, or local regulations and standards as identified and relevant to an airfield design and construction project.

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

10. 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. Plan coordinates will be provided in Runway 4/22 station and offset format.
   - All plans will be stamped and signed by a registered Missouri Professional Engineer, or Professional Land Surveyor as required.
   - Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems, and the same plan layout and format as plans prepared by the Engineer.

11. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:
   - The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
   - The Engineer is responsible for developing the contents of the document and including the Front End documents which will be supplied by the Sponsor.
   - FAA General Provisions and required contract language will be used.

12. The Engineer will maintain records of design analyses and calculations consistent with typical industry standards as required by the FAA for a period of three years after the project is closed by MoDOT. These will be included in the Engineer's Design Report.

13. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of its profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

14. It is assumed that a project audit will not happen. If a project audit happens, the Engineer is prepared to assist the Sponsor gathering and preparing the required materials for the audit. This work will be negotiated with the Sponsor at that time and payment will be on a time and material basis. This work may not be eligible for federal funding.
EXHIBIT IIA
CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED PROJECTS

Updated March 1, 2019

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

<table>
<thead>
<tr>
<th>NUMBER</th>
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<tbody>
<tr>
<td>70/7460-1L Change 1</td>
<td>Obstruction Marking and Lighting</td>
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<td>Noise Control and Compatibility Planning for Airports</td>
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<td>Airport Master Plans</td>
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<td>150/5070-7 Change 1</td>
<td>The Airport System Planning Progress</td>
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<td>Development of State Standards for Non Primary Airports</td>
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<td>Notices to Airmen (NOTAMS) for Airport Operations</td>
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<td>150/5200-30D</td>
<td>Airport Field Condition Assessments and Winter Operations Safety</td>
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<td>Airport Emergency Plan</td>
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<td>Painting, Marking and Lighting of Vehicles Used on an Airport</td>
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<td>Aircraft Rescue and Fire Fighting Communications</td>
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<td>150/5210-13C</td>
<td>Airport Water Rescue Plans and Equipment</td>
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<td>Airport Rescue Fire Fighting Equipment, Tools and Clothing</td>
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<td>Airport Rescue and Firefighting Station Building Design</td>
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<td>Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles</td>
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<td>FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes</td>
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<td>Design of Aircraft Deicing Facilities</td>
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<td>General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey</td>
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<td>Standards for Using Remote Sensing Technologies in Airport Surveys</td>
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<td>Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS</td>
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<td>Management of Airport Industrial Waste</td>
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<td>Runway Length Requirements for Airport Design</td>
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<td>Standardized Method of Reporting Airport Pavement Strength-PCN</td>
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<td>150/5340-30H</td>
<td>Design and Installation Details for Airport Visual Aids</td>
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<td>150/5345-3G</td>
<td>Specification for L-821, Panels for the Control of Airport Lighting</td>
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<td>Circuit Selector Switch</td>
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<td>Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits</td>
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<td>150/5345-10H</td>
<td>Specification for Constant Current Regulators and Regulator Monitors</td>
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<td>Specification for Airport and Heliport Beacons</td>
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<td>Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits</td>
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<td>FAA Specification for L-823 Plug and Receptacle, Cable Connectors</td>
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<td>Specification for Wind Cone Assemblies</td>
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<td>Precision Approach Path Indicator (PAPI) Systems</td>
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<td>150/5345-39D</td>
<td>Specification for L-853, Runway and Taxiway Retroreflective Markers</td>
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<td>150/5345-42H</td>
<td>Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories</td>
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<td>Specification for Obstruction Lighting Equipment</td>
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<td>Specification for Runway and Taxiway Signs</td>
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<td>Specification for Runway and Taxiway Light Fixtures</td>
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<td>150/5345-47C</td>
<td>Specification for Series to Series Isolation Transformers for Airport Lighting Systems</td>
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<td>150/5345-49D</td>
<td>Specification L-854, Radio Control Equipment</td>
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<td>Specification for Portable Runway and Taxiway Lights</td>
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<td>Specification for Discharge-Type Flasher Equipment</td>
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<td>Generic Visual Glideslope Indicators (GVGI)</td>
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<td>Airport Lighting Equipment Certification Program</td>
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<td>Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems</td>
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<td>Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure</td>
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<td>150/5345-56B</td>
<td>Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)</td>
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### EXHIBIT "A"

**Airport**: Rolla National  
**MoDOT Project No.**: 19-056A-2

<table>
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<th>Code</th>
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<tr>
<td>150/5360-12F</td>
<td>Airport Signing &amp; Graphics</td>
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<td>Airport Terminal Planning</td>
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<td>150/5360-14</td>
<td>Access to Airports by Individuals with Disabilities</td>
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<td>150/5370-2AG</td>
<td>Operational Safety on Airports During Construction</td>
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<td>150/5370-10G</td>
<td>Standards for Specifying Construction of Airports</td>
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<td>Use of Nondestructive Testing in the Evaluation of Airport Pavements</td>
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<td>Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt</td>
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<td>150/5370-15B</td>
<td>Airside Applications for Artificial Turf</td>
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<td>150/5370-16</td>
<td>Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements</td>
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<td>150/5370-17</td>
<td>Airside Use of Heated Pavement Systems</td>
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<td>Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects</td>
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<td>150/5100-17</td>
<td>Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects</td>
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<td>Use of Value Engineering for Engineering Design of Airport Grant Projects</td>
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<td>Airfield Pavement Surface Evaluation and Rating Manuals</td>
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<td>Quality Management for Federally Funded Airport Construction Projects</td>
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<td>Guidelines and Procedures for Maintenance of Airport Pavements</td>
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<td>150/5380-7B</td>
<td>Airport Pavement Management Program</td>
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<td>Guidelines and Procedures for Measuring Airfield Pavement Roughness</td>
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<td>MoDOT</td>
<td>MoDOT DBE Program- <a href="http://www.modot.org/ecr/index.htm">http://www.modot.org/ecr/index.htm</a></td>
</tr>
</tbody>
</table>
EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

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

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.

2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.

4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.

5. All payments to landowners or tenants associated with the acquisition of the required property rights prior to or concurrent with closing.

6. All staff, procedures and activities related to acquiring the property, including but not limited to appraisals, reviews, negotiations, relocation assistance and eminent domain.

7. Pay all publishing costs for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.

8. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.

9. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.


11. Designate contact person (see Section (23)(A)).


Exhibit III-1
EXHIBIT "A"

Airport: Rolla National
MoDOT Project No.: 19-056A-2

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN
# DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

## ROLLA NATIONAL AIRPORT
**ROLLA, MISSOURI**

### DESIGN SERVICES
May 1, 2019

## 1 DIRECT SALARY COSTS:

<table>
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<tr>
<th>TITLE</th>
<th>HOURS</th>
<th>RATE/HOUR</th>
<th>COST ($)</th>
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<td>Principal</td>
<td>2</td>
<td>$80.00</td>
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<tr>
<td>Sr. Consultant I</td>
<td>3</td>
<td>$76.00</td>
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<td>Quality Control Manager</td>
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**Total Direct Salary Costs** = $44,260.00

## 2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

2a Percentage of Direct Salary Costs @ 180.54% = $79,908.23
2b FCCM Rate (Optional) @ 9.04% = $0.00

## 3 SUBTOTAL:

Items 1 and 2a = $124,168.23

## 4 PROFIT:

15% of Item 3 Subtotal = $18,625.24

Subtotal = $142,793.47

## 5 OUT-OF-POCKET EXPENSES:

- Mileage: 2152 Miles @ $0.58 / Mile = $1,248.16
- Meals: 4 Days @ $55.00 / Day = $220.00
- Meals (breakfast): 6 Days @ $41.25 / Day = $247.50
- Lodging: 6 Nights @ $61.00 / Night = $752.00
- Survey Supplies = $4,519.00
- Miscellaneous = $450.00

Total Out-of-Pocket Expenses = $7,436.66 Not to exceed

## 6 SUBCONTRACT COSTS:

a. TSI: Geotechnical, Inc.: Geotechnical = $25,380.00
b. Whirxx: UAS data processing for obstruction surv = $1,000.00
c. Name of firm: type of work = $0.00

= $26,380.00 Not to exceed

## 7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $176,610.13 Not to exceed
### Geotechnical Study Cost Estimate 2019

**TSi - EXHIBIT IV**

#### EXHIBIT "A"

**Geotechnical Study Cost Estimate 2019**

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<td><strong>Project Name:</strong></td>
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<td><strong>By:</strong></td>
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<td><strong>No. Borings:</strong></td>
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### PLANNING/START UP

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<th>Engr ITech</th>
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### FIELD INVESTIGATION

#### Engineering

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<th>Site Visit and Boring Location</th>
<th>Drilling Supervision/Observation</th>
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#### Unit Drilling Prices

- **Drill Rig and Crew, Detailed estimate on Sheet 2:** $9,539.50
- **City Permit (Verify Cost):** @ $125.00 each $0.00
- **MoDNR Piezo Permit:** @ $135.00 each $0.00
- **Piezo/Well protector:** @ $168.00 each for stick up $0.00
- **Piezo/Well protector:** @ $300.00 each for flush mount $0.00
- **Per Diem:** @ $120.00 per day $0.00
- **Safety Cones and Signage:** @ $200.00 per day $0.00
- **Traffic Control: Per MoDOT std.**: @ $1,050.00 per day $0.00

#### Subtotal Drill $9,539.50

### LABORATORY TESTING

#### Supervision

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<th>Unit Weight</th>
<th>Unconfined Compression</th>
<th>Atterberg Limits</th>
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<th>Volumetric Swell</th>
<th>Hydrometer</th>
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<td>108 @ $4.50</td>
<td>108 @ $4.00</td>
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<td>27 @ $25.00</td>
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<td>6 @ $70.00</td>
<td>2 @ $70.00</td>
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<td>2 @ $70.00</td>
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#### Subtotal Lab $5,563.00

### ANALYSIS AND REPORT PREPARATION

#### Report Documents

- **Vicinity Map:** 1
- **Site and Boring Location Plan:** 2
- **Boring Logs:** 20
- **Subsurface Profiles (gINT):** 2
- **Tables:**

#### Analysis

- **Pavement Design Considerations:** 2
- **Settlement:**
- **Lpile Parameters:**
- **Lateral Earth Pressures:**
- **Construction Considerations:** 2
- **Retaining Wall Considerations:**
- **Dewatering Considerations:**

#### Report Preparation

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#### GEOTECHNICAL STUDY TOTAL

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<th>Manhour Total</th>
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<th>1</th>
<th>11</th>
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<th>5</th>
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<td><strong>Hourly Fee</strong></td>
<td>$160.00</td>
<td>$155.00</td>
<td>$125.00</td>
<td>$105.00</td>
<td>$75.00</td>
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<td><strong>Total Fee</strong></td>
<td>$160.00</td>
<td>$155.00</td>
<td>$1,375.00</td>
<td>$2,415.00</td>
<td>$5,775.00</td>
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#### Subtotal Engr. Cost $10,140.00

**PROJECT TOTAL:** $25,381.70
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<th>TASK</th>
<th>QUANTITY</th>
<th>COST</th>
<th>2019 PRICING</th>
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<tbody>
<tr>
<td>Mob/ Demob, Local, within 60 miles one-way of TSI Office</td>
<td>@ $350.00</td>
<td>Lump Sum $0.00</td>
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<tr>
<td>Mob/ Demob, Local, within 60 miles one-way of TSI Office</td>
<td>1 @ $500.00</td>
<td>Lump Sum $500.00</td>
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<tr>
<td>Mob/ Demob, long dist. Each way, beyond 60 miles</td>
<td>@ $4.75 / mile</td>
<td>$0.00</td>
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<td>Daily Rig Usage Charge</td>
<td>@ $600.00 / day</td>
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<td>Daily Truck Usage Charge</td>
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<td>Little Beaver Auger Rig</td>
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<td>2-person Drill Crew</td>
<td>@ $180.00 / hour</td>
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<td>Per Diem</td>
<td>@ $120.00 / day</td>
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<td>Concrete coring</td>
<td>@ $14.75 / inch</td>
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<td>Asphalt coring</td>
<td>216 @ $9.00 / inch</td>
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<td>Coring Machine and Generator</td>
<td>@ $125.00 / day</td>
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<tr>
<td>Continuous Flight Augering 0 to 50'</td>
<td>@ $7.50 / feet</td>
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<tr>
<td>Continuous Flight Augering 51 to 100'</td>
<td>@ $8.50 / feet</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Hollow Stem Augering (HSA) 0 to 50'</td>
<td>270 @ $11.00 / feet</td>
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<td>@ $13.00 / feet</td>
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<td>Hollow Stem Augering (HSA) below 100'</td>
<td>@ $16.50 / feet</td>
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<tr>
<td>Hard Drilling, Fill, rubble, etc</td>
<td>@ $16.50 / feet</td>
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</tr>
<tr>
<td>Setup to mud rotary or core</td>
<td>@ $120.00 / each</td>
<td>$0.00</td>
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</tr>
<tr>
<td>Mud rotary</td>
<td>@ $13.00 / feet</td>
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<td>$0.00</td>
</tr>
<tr>
<td>Mud rotary, bedrock</td>
<td>@ $15.00 / feet</td>
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</tr>
<tr>
<td>Mud rotary, bedrock</td>
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<td>Split Spoon Sample (SS) 0 to 50'</td>
<td>81 @ $14.00 each</td>
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<tr>
<td>Split Spoon Sample (SS) 51 to 75'</td>
<td>@ $21.00 each</td>
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<td>Split Spoon Sample (SS) 76 to 100'</td>
<td>@ $39.00 each</td>
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<tr>
<td>Split Spoon Sample (SS) below 100'</td>
<td>@ $43.00 each</td>
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<td>Shelby Tube Sample (ST) 0 to 50'</td>
<td>27 @ $32.00 each</td>
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<td>Shelby Tube Sample (ST) 51 to 75'</td>
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<td>@ $45.00 each</td>
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<tr>
<td>Shelby Tube Sample (ST) below 100'</td>
<td>@ $48.00 each</td>
<td>$0.00</td>
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</tr>
<tr>
<td>Core Boxes</td>
<td>@ $12.50 / feet</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Setup on borings 10' or less</td>
<td>@ $45.00 each</td>
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<td>Asphalt repair, remove cuttings</td>
<td>@ $5.50 each</td>
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<td>Rock Coring 0 to 50'</td>
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<tr>
<td>Rock Coring 51 to 100'</td>
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<tr>
<td>Rock Coring below 100'</td>
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<tr>
<td>Grout borings</td>
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<tr>
<td>Piezometer Installation</td>
<td>@ $180.00 / hour</td>
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<tr>
<td>2&quot; PVC SCREEN</td>
<td>@ $5.25 / feet</td>
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<tr>
<td>2&quot; PVC Riser</td>
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<tr>
<td>Flush mount and lock</td>
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<td>Bumper post - 5 feet long, steel</td>
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<td>Bentonite Chips</td>
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<td>Filter Sand</td>
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<td>Ready mix</td>
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<td>Driller Test Equipment</td>
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<td>Local travel</td>
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<td>2&quot; Centrifugal Trash Pump</td>
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<td>Chainsaw Rental</td>
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Total $9,539.50
## EXHIBIT A

**PROJECT NUMBER:** 19-054A-1  
**PROJECT NAME:** Runway 4/22 Rehabilitation  
**DATE:** May 1, 2019

### LABOR FORCE BREAKDOWN

<table>
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<tr>
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<th>Billing Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A: Preliminary Design Work</strong>&lt;br&gt;Engineering</td>
<td>68.90 hrs</td>
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<tr>
<td></td>
<td>159.19 Ac</td>
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<tr>
<td></td>
<td>441.34 Ac</td>
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<tr>
<td></td>
<td>294.06 Ac</td>
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<tr>
<td></td>
<td>162.37 Ac</td>
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<tr>
<td></td>
<td>118.95 Ac</td>
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<tr>
<td></td>
<td>135.77 Ac</td>
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<td></td>
<td>64.22 Ac</td>
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<td></td>
<td>50.22 Ac</td>
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<td><strong>B: Preliminary Design Work</strong>&lt;br&gt;Field Services</td>
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<td></td>
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<td></td>
<td>29.40 Ac</td>
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<td></td>
<td>17.14 Ac</td>
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<td><strong>C: Preliminary Design Work</strong>&lt;br&gt;Other Services</td>
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<td><strong>TOTAL</strong></td>
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### LABOR CATEGORY

## TASK

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<th>Task</th>
<th>Principal</th>
<th>Senior Consultant</th>
<th>Quality Control Manager</th>
<th>Sr. Project Manager</th>
<th>Project Manager</th>
<th>Engineer</th>
<th>Associate Engineer</th>
<th>Support</th>
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### SUMMARY

- **Total:** 90.78 Ac  
- **Total Cost:** $0.00

---

**JVIATION**
### Exhibit A

#### Labor Category: 6.0 Reading Phase (Landscape)

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<tr>
<td>Principal</td>
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<td>Project Manager</td>
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<td>Support</td>
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#### Labor Category: 5.0 Landscape Survey Phase (Hexagon-Specific)

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#### Subconsultant 1

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#### Subconsultant 2

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<td>Principal</td>
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<td>125.00</td>
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<tr>
<td><strong>Subtotal</strong></td>
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#### Square Mile Data Processing for Observation Service

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<th>Total Cost</th>
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<tbody>
<tr>
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<tr>
<td><strong>Subtotal</strong></td>
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<td>$62.50</td>
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#### Comments:

- [Additional comments or notes related to the exhibit content.]
EXHIBIT VI

PERFORMANCE SCHEDULE

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

BASIC SERVICES

A. Preliminary Phase

B. Design Phase

1. Submittal of Preliminary Design Report 45 calendar days after receipt of NTP

2. Plans & Specifications

   a. Submittal of 100% Plans and Contract Documents/Specifications for review (allow 45 days for MoDOT review) 90 calendar days after receipt of NTP

   b. Submittal of Final Design Report and Plans and Contract Documents/Specifications for bidding 21 calendar days after receipt of review comments (MoDOT, FAA & Sponsor)

C. Bidding Phase

CONSTRUCTION SERVICES

1. Construction Services

   As Required

SPECIAL SERVICES

A. Field Survey - Design Survey

   As Required

   30 calendar days after receipt of NTP

B. Geotechnical

   30 calendar days after receipt of NTP

Exhibit VI - 1
Attached is a summary of activities regarding the Bicycle Pedestrian Advisory Committee from its inception in May of 2018 to present. Also included are maps indicating ongoing improvement projects for our sidewalk, shared use paths and pavement markings.

Major committee accomplishments for last year include:

- Adding in street pedestrian yield signs at various locations on our shared use path system.
- Reviewing, approving and prioritizing planned improvement to our sidewalks, shared use paths and pavement markings.
- Evaluating bike share programs available to the Rolla Community, with committee's final decision being not to pursue such at this time.
- Evaluating the Idaho Stop Law for bicycles with plans to sponsor an ordinance for consideration by City Council.
- Planning activities for Bike Month, May 2019.
City of Rolla – Bicycle Pedestrian Advisory Committee
2018 Year End Summary

May 14, 2018 Kickoff Meeting

Term limits were drawn for voting members and the committee elected Chairperson Ken Kwantes and Vice Chairperson Dennis Noel.

Staff:
1. Gave an overview of the committee’s purpose;
2. Discussed priorities of the strategy, particularly connectivity, congestion, sidewalk maintenance and removal of trip hazards;
3. Reviewed improvements needed to reach bronze standing as a Bicycle Friendly Community.

Committee members:
1. Suggested deferring submittal of next BFC application until August of 2019;
2. Discussed implementing a bike share program and the need for involvement of MS&T in the program;
3. Reviewed ETC survey results and the public’s priorities for improvements;
4. Considered the need for public distribution of educational materials about crosswalk safety, particularly to upcoming Drivers Education students

Committee approved:
1. Motion to install bikelanes and sharrows on Rolla Street and Lions Club Drive as a pilot project.
2. Officially adopted the 10 Year Bicycle and Pedestrian Capital Improvement Plan

June 25, 2018 Meeting

Staff:
1. Gave an overview of ride share programs. It was agreed that the University should take the lead to which the committee tabled the conversation.
2. Discussed the bicycle safety flyer distributed to committee members and possible improvements to make the information more readable.
3. Presented a two possible preliminary layouts for a proposed Shared Use Path Phase I through the Rolla Cemetery
4. Mr. Hargis presented a second map for a preliminary Shared Use Path from Rolla Street, through Fort Wyman School property

Committee members:
1. Reviewed need for visible signage at crosswalks.

Committee approved:
1. Proceeding with staff recommended Phase I of the Shared Use Path through Rolla Cemetery.
2. Motion to install “in-street” crosswalk signs at test locations along the Acorn and Deible Trail.
August 13, 2018 Meeting

Staff:
1. Discussed progress on the Shared Use Paths and the Mayors approval of the paths location through the Rolla Cemetery. It is scheduled for construction in 2019. It has received unanimous approval by the Parks Board.
2. Considered the importance of the “loop” concept in the trail system.
3. Reviewed future ADA projects and construction of the remaining Shared Use Path from Rolla Street to Lions Club Drive were covered briefly.
4. Discussed progress on the “in-street” crosswalk signs.

Committee members:
1. Discussed the possibility of requiring bicycle parking in multi-family developments.
2. Suggested that the committee should have a presence at future Bicycle/Pedestrian advocacy meetings throughout the state.
3. Reviewed the desire for a proposed trail from Rolla to St James.
4. Considered different varieties of crosswalks in an effort to improve visibility.

Committee:
1. Encouraged the installation of sidewalk on the north side of 18th Street from Farrar to Forum
2. Agreed that more crosswalks were needed on areas around Ber Juan Park as well as 10th and Holloway.

December 17, 2018 Meeting

Staff:
1. Summarized work completed in 2018 and work scheduled for 2019, including accessible ramps, shared use trails, sidewalk, and bike lanes.
2. Discussed the Bicycle Friendly Community requirements and focal points for the August 2019 application.
3. Offered suggestions for Bike Month (May) activities.
4. Plan to purchase Street Cycling Quick Guides and manual from the League of American Bicyclists for review by the BPAC.

Committee members:
1. Continued research on incentivizing bicycle parking in new development.
2. Discussed recognizing bicycle/eco-friendly businesses through a certification program.
3. Considered conducting an inventory of existing bicycle facilities.

Committee:
1. Requested Cody Norris submit an application to become a member to fill the vacancy left by Judy Williams.
April 22, 2019 Meeting

Staff:
1. Discussed current and completed ADA and sidewalk projects, as well as sidewalk and Shared Use projects under consideration for the next few years. Committee members prioritized future projects.
2. Explored materials received from League of American Bicyclists and whether committee members felt the cost was too prohibitive to purchase as giveaways. Staff will develop a guide in-house.
3. Reviewed Bike Week and possible opportunities for the committee’s involvement, including a Bike/Walk/Wheel to Work Day on May 17, 2019 and Bike Week proclamation.
4. Discussed RPD’s Bicycle Safety event scheduled for May 18, 2019 in conjunction with Bicycle Week and level of committee’s participation.

Committee members:
1. Recommended implementing the “Idaho Stop Law” by Ordinance, which states cyclists can treat a four-way stop sign intersection as though it has yield signs.
2. Suggested crosswalk marking types and using removable crosswalk yield signs at several “risky” crossings in town.
3. Discussed connecting neighborhoods to provide more efficient routes to schools and destination points by constructing connecting walks.

Committee approved:
1. Staff begin development of a Shared Use Path on Oak Street from 6th to Highway 72 as soon as possible
2. Trail through the Rolla Cemetery be slated for construction after Oak Street
3. Board will sponsor adding the “Idaho Stop Law” to current city ordinance. Staff should proceed with council approval.
4. Removable crosswalk yield signs will be tried at the 10th Street crosswalk at Maple Street.
Public Works Department estimates that the installation of 133,493 ft of sharrows or bike lanes can be completed in five years. The choice of surface treatment will be determined by the Bicycle Pedestrian Advisory Committee (BPAC) and should be based on traffic volume, nearby destinations, proximity of schools, and connecting points. Details can be seen on the following sheet. The estimated cost for the first five years is $546,000 annually, then $535,000 thereafter.
ITEM/SUBJECT: Project #492  DATE: 05/20/2019

2019 Parking Lot Overlays

BUDGET APPROPRIATION (IF APPLICABLE): Parks - $20,700.00  Centre - $30,265.00

COMMENTARY:
City staff asked for and received bids for Project #492 - 2019 Parking Lot Overlays. A bid summary is attached.

Pierce Asphalt, LLC  $42,271.35
PO Box 1264
Rolla, MO  65402

Melrose Quarry and Asphalt  $45,915.85
PO Box 187
Rolla, MO  65402

Capital Paving & Construction  $49,720.50
1369 Business Park Road
Linn Creek, MO  65052

City staff recommends awarding the bid to the low bidder, Pierce Asphalt, LLC in the amount of $42,271.35.

Staff requests a first reading of an ordinance authorizing the Mayor to enter into a contract with Pierce Asphalt, LLC for $42,271.35.

This project will overlay the Holloway House parking lot (Parks - $17,459.30) and the loop road around the Centre parking lot (Centre - $24,812.05)
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 PIERCE ASPHALT, LLC FOR 2019 PARKING LOT OVERLAYS, PROJECT #492.

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 Pierce Asphalt, LLC, for 2019 Parking Lot Overlays, Project #492, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR

\[\text{Y.A.} \]
EXHIBIT “A”

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 Pierce Asphalt, LLC 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 Parking Lot Overlays, PROJECT 492, 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 Parking Lot Overlays, PROJECT 492.
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, General Specifications, Drawings, Addenda, and other component parts of the Contract Documents hereto

V. A. 4.
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 $42,271.35 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

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

Ⅴ. A. 0.
# 2019 Parking Lot Overlays

### Project 492
**May 8, 2019**

<table>
<thead>
<tr>
<th>Company</th>
<th>Address</th>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pierce Asphalt</td>
<td>Gene Stroup, P.O. Box 696, Rolla, MO 65402</td>
<td>573-465-8534</td>
<td></td>
<td><a href="mailto:gstroup.piercesphalt@gmail.com">gstroup.piercesphalt@gmail.com</a></td>
</tr>
<tr>
<td>Melrose Quarry &amp; Asphalt, L.L.C.</td>
<td>Joe Stogsdill, P.O. Box 187, Rolla, MO 65402</td>
<td>573-364-9101</td>
<td>573-364-9102</td>
<td><a href="mailto:joestogsdill@gmail.com">joestogsdill@gmail.com</a>, <a href="mailto:melroseoffice@hmail.com">melroseoffice@hmail.com</a></td>
</tr>
<tr>
<td>Capital Paving &amp; Construction</td>
<td>Jeffrey Creamer, 1369 Business Park Rd., Linn Creek, MO 65052</td>
<td>573-691-2837</td>
<td>572-636-7538</td>
<td><a href="mailto:kcreamer@capitalpavingmo.com">kcreamer@capitalpavingmo.com</a></td>
</tr>
</tbody>
</table>

| **Total Bid Price** | **$42,271.35** | **$45,915.85** | **$49,720.50** |