

Table of Contents

Agenda	2
Proclamation - Teacher and School Staff Appreciation Day - Received by St. Mary's/Colgan and USD #250 Personnel	
Proclamation - Teacher and School Staff Appreciation	3
Proclamation - PHS Key Club Day - Received by Key Club Members	
Proclamation - PHS Key Club Day	4
Approval of the April 13, 2021, City Commission Meeting minutes.	
04-13-2021 Minutes.	5
Approval of final payment to RFB Construction Co., Inc., of Pittsburg, Kansas, in the amount of \$3,869.50 for the Site Clearing and Grubbing Project at the Wastewater Treatment Plant.	
WWTP Site Clearing Final Payment Memo.	8
WWTP Site Clearing Final Payment Docs	9
Approval of the Appropriation Ordinance for the period ending April 27, 2021, subject to the release of HUD expenditures when funds are received.	
Check list	17
FINAL PLAT - 3P DEVELOPMENT GROUP, LLC - Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve the Final Plat submitted by 3P Development Group, LLC, for the platting of the property located between the 1600 and 1700 Blocks on the south side of East 4th Street (Villas at Creekside).	
Memo - Final Plat - Villas at Creekside	28
CONSULTANT AGREEMENT - Consider staff recommendation to enter into a Consultant Agreement with Olsson, Inc., of Pittsburg, Kansas, for the engineering services associated with the Atkinson Municipal Airport Apron Reconstruction Project in the amount of \$194,500, with the amount being funded in its entirety through the FAA Airport Improvement Program.	
Airport Apron Reconstruction Memo	31
Olsson Consultant Agreement	32

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, April 27, 2021
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Flag Salute Led by the Mayor
- b. Public Input
- c. Proclamation - Teacher and School Staff Appreciation Day - Received by St. Mary's/Colgan and USD #250 Personnel
- d. Proclamation - PHS Key Club Day - Received by Key Club Members

CONSENT AGENDA:

- a. Approval of the April 13, 2021, City Commission Meeting minutes.
- b. Approval of final payment to RFB Construction Co., Inc., of Pittsburg, Kansas, in the amount of \$3,869.50 for the Site Clearing and Grubbing Project at the Wastewater Treatment Plant.
- c. Approval of the Appropriation Ordinance for the period ending April 27, 2021, subject to the release of HUD expenditures when funds are received.

ROLL CALL VOTE.

CONSIDER THE FOLLOWING:

- a. FINAL PLAT - 3P DEVELOPMENT GROUP, LLC - Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve the Final Plat submitted by 3P Development Group, LLC, for the platting of the property located between the 1600 and 1700 Blocks on the south side of East 4th Street (Villas at Creekside). **Approve or disapprove the recommendation and, if approved, authorize the Mayor and City Clerk to sign the plat on behalf of the City.**
- b. CONSULTANT AGREEMENT - Consider staff recommendation to enter into a Consultant Agreement with Olsson, Inc., of Pittsburg, Kansas, for the engineering services associated with the Atkinson Municipal Airport Apron Reconstruction Project in the amount of \$194,500, with the amount being funded in its entirety through the FAA Airport Improvement Program. **Approve or disapprove recommendation and, if approved, authorize the Mayor to sign the Consultant Agreement on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

Office of the Mayor
CITY OF PITTSBURG, KANSAS

Proclamation

- Whereas:* Through their dedication to ensure our children gain the knowledge and skills required to be successful, the teachers and school staff members in our community are vital to building our future; and
- Whereas:* As we face unprecedented times, through the global pandemic, teachers and school staff members are finding innovative ways to support student learning; and
- Whereas:* Teachers and school staff members fill numerous roles as listeners, role models, coaches, motivators, and mentors; and
- Whereas:* At every level, teachers and school staff members nurture, inspire, and encourage the academic, social and emotional growth of their students; and
- Whereas:* Teachers continue to influence their students long after school days are reduced to memories; and
- Whereas:* The City of Pittsburg recognizes and supports the teachers and school staff members in our community who dedicate countless hours and extra effort to help students achieve, preparing them for future education, the workforce, and their civic duties.

Now, Therefore, I, Chuck Munsell, Mayor of the City of Pittsburg, Kansas, do hereby proclaim May 4th, 2021, as

Teacher and School Staff Appreciation Day in Pittsburg

and encourage the community to join with us as we express appreciation to our teachers and school staff members for their devotion to education.

Dated this 27th day of April, 2021.

ATTEST:

CITY CLERK

MAYOR

Office of the Mayor

CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: Key Club International, under the guidance of Kiwanis International, is the oldest and largest service program for high school students; and

Whereas: Key Club International is a non-profit, student-led organization that teaches leadership through service to others; and

Whereas: Members of the Pittsburg High School Key Club, under the direction of Ms. Kristin Thomas, College and Career Advocate and Key Club Sponsor, work diligently to serve and beautify our community; and

Whereas: The City of Pittsburg is honored to announce that the Pittsburg High School Key Club members have officially adopted 4th Street from Rouse to Free King Highway; and

Whereas: The adoption of 4th Street will align with and extend the Key Club's current adoption of 126 Highway from Free King Highway to the State Line; and

Whereas: The City of Pittsburg recognizes and appreciates the efforts extended by members of the Pittsburg High School Key Club to beautify our city.

Now, Therefore, I, Chuck Munsell, Mayor of the City of Pittsburg, Kansas, do hereby proclaim April 27th, 2021, as

Pittsburg High School Key Club Day in Pittsburg

and encourage the community to join with us as we express gratitude to the Key Club members for their dedication to the City of Pittsburg.

Dated this 27th day of April, 2021.

ATTEST:

CITY CLERK

MAYOR

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
April 13, 2021

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, April 13th, 2021, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Chuck Munsell presiding and the following members present: Cheryl Brooks, Larry Fields, Dawn McNay, and Patrick O'Bryan.

Mayor Munsell led the flag salute.

PUBLIC INPUT –

INVOCATION - Pete Mayo, on behalf of Ascension Via Christi Health, provided an invocation.

EVERGY PROJECT UPDATE – Evergy representatives Kari West, RJ Jubber and Dennis Lawlor provided information regarding upcoming transmission and distribution improvement projects. Vince VanBecelaere requested information from Evergy regarding the placement of poles for the Quincy and Rouse portion of the project. Commissioner Dawn McNay suggested that Evergy representatives conduct Town Hall Meetings to provide information to citizens regarding the projects.

HALL RECOGNITION – Mayor Munsell congratulated City Manager Daron Hall for his recent inclusion on the Ingram's list of 50 Kansans You Should Know.

APPROVAL OF MINUTES – On motion of O'Bryan, seconded by Brooks, the Governing Body approved the March 23rd, 2021, City Commission Meeting minutes as presented. Motion carried.

RESOLUTION NO. 1243 – On motion of O'Bryan, seconded by Brooks, the Governing Body adopted Resolution No. 1243, authorizing the offering for sale of General Obligation Temporary Notes, Series 2021-1, of the City of Pittsburg, Kansas, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

RESTORATIVE JUSTICE AUTHORITY REAPPOINTMENT – On motion of O'Bryan, seconded by Brooks, the Governing Body approved the request submitted by Angie Hadley, Program Coordinator for the Restorative Justice Authority of Crawford County, to reappoint Lyle Telfer to an additional three-year term as a member of the Juvenile Corrections Advisory Board (JCAB). Motion carried.

LIBRARY BOARD OF TRUSTEES APPOINTMENTS – On motion of O'Bryan, seconded by Brooks, the Governing Body appointed Dr. Susan Knell and Dan McNally to first, four-year terms as members of the Pittsburg Public Library Board of Trustees effective May 1st, 2021, and concluding on April 30th, 2025. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
April 13, 2021

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Brooks, the Governing Body approved the Appropriation Ordinance for the period ending April 13th, 2021, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Fields, McNay, Munsell and O'Bryan. Motion carried.

WATER SERVICE OUTSIDE THE CITY LIMITS – On motion of Fields, seconded by McNay, the Governing Body approved the application submitted by Debra M. Torchia for water service outside the corporate City Limits to property located at 529 East 520th Avenue. Motion carried.

ORDINANCE NO. G-1323 – On motion of McNay, seconded by Brooks, the Governing Body approved Ordinance No. G-1323, amending Section 78-116 of the Pittsburg City Code to prohibit parking on the north side of East 6th Street between North Short Street and North Stillwell Street, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

ORDINANCE NO. G-1324 – On motion of Munsell, seconded by Fields, the Governing Body approved Ordinance No. G-1324, providing for the change of a certain area from Single Family Residential (R-1A) to Planned Unit Development (PUD) and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg and authorized the Mayor to sign the Ordinance on behalf of the City (Villas at Creekside). Motion carried.

CHANGE OF ZONING – On motion of Fields, seconded by Brooks, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to grant the request submitted by E & J Investments, of Pittsburg, Kansas, to change the zoning of the property located on the north side of the 1900 Block of East Centennial from Single Family Residential (R-1A) to Planned General Commercial (CP-2) and Planned Medium Density (RP-3) to allow for a residential and commercial development, and directed staff to prepare the necessary Ordinance. Motion carried.

PRELIMINARY PLAT - E & J INVESTMENTS – On motion of O'Bryan, seconded by Brooks, the Governing Body approved the Preliminary Plat submitted by E & J Investments of Pittsburg, Kansas, for the platting of the property located on the north side of the 1900 Block of East Centennial. Motion carried.

PRELIMINARY PLAT - 3P DEVELOPMENT GROUP, LLC – On motion of McNay, seconded by O'Bryan, the Governing Body approved the Preliminary Plat submitted by 3P Development Group, LLC, of Bryant, Arkansas, for the platting of the property located between the 1600 and 1700 Blocks on the south side of East 4th Street. Motion carried.

Mayor Munsell recommended that the streets within the gated development be constructed and maintained by the developer, rather than with public funds, as the streets will not be accessible for use by the general public.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
April 13, 2021

DISPOSITION OF BIDS - GEORGIA STREET CHANNELS & CULVERT PROJECT – On motion of O'Bryan, seconded by Fields, the Governing Body awarded the bid for the Georgia Street Channels & Culvert Project to the low bidder, Heck & Wicker, Inc., of Parsons, Kansas, based on their total combined bid of \$444,488.92 (Bid "A" - Georgia Street Channels Project in the amount of \$232,023.94 and Bid "B" - Georgia Street Culvert Project in the amount of \$212,044.98), and authorized the Mayor and City Clerk to execute the contract documents once prepared. Motion carried.

NON-AGENDA REPORTS & REQUESTS:

GOATS - Commissioner O'Bryan stated that he has received calls regarding goats being kept on property located on Rouse. O'Bryan suggested an Ordinance be adopted by the City regarding goats being kept within the City limits. Mayor Munsell stated that the owner of the property has indicated that he is planning to construct a barn and host a petting zoo for area school children on the property. City Manager Hall indicated that he will contact the property owner regarding the concerns and will conduct research regarding the petting zoo owned and operated by the City of Overland Park, Kansas.

MRS. KANSAS – Commissioner Brooks congratulated Robin Brock, Mrs. Kansas, on her recent competition in Las Vegas.

EXECUTIVE SESSION - On motion of O'Bryan, seconded by Fields, the Governing Body recessed into Executive Session for fifteen minutes for the preliminary discussion of the acquisition of real property pursuant to K.S.A. 75-4319(b)(6), to discuss the potential acquisition of real estate, with the meeting to resume in the Commission Room in fifteen minutes. Motion carried.

The Governing Body recessed into Executive Session at 6:25 p.m.

The Governing Body reconvened into Regular Session at 6:36 p.m.

Mayor Munsell announced that no decisions were made and no votes were taken during the Executive Session.

ADJOURNMENT: On motion of Fields, seconded by O'Bryan, the Governing Body adjourned the meeting at 6:36 p.m. Motion carried.

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: April 16, 2021

SUBJECT: Agenda Item – April 27, 2021
Final Payment
WWTP Site Clearing and Grubbing Project

The contractor, RFB Construction Co., Inc., of Pittsburg, has completed all work for the site clearing and grubbing of the area north of the Wastewater Treatment Plant. They are now requesting final payment in the amount of \$3,869.50, which is basically the retainage for the project. This project is being funded by the Kansas Water Pollution Control Revolving Loan Fund administered by KDH&E

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 27, 2021. Action necessary will be approval or disapproval of final payment to RFB Construction Co., Inc. in the amount of \$3,869.50.

If you have any questions concerning this matter, please do not hesitate to contact me.

Attachments: Final Payment Documents



**PAY APPLICATION
WASTEWATER TREATMENT PLANT SITE CLEARING AND GRUBBING**

PAY APPLICATION FINAL

04/14/2021

CONTRACTOR: RFB Construction Co., Inc.
565 East 520th Avenue
Pittsburg, Kansas 66762

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	ADD QUANTITY	UNIT	NEW QUANTITY	NEW CONTRACT AMOUNT	% OR UNITS COMPLETE	VALUE
BASE BID											
1	Site Clearing and Grubbing	1	L.S.	\$ 38,695.00	\$ 38,695.00					1	\$ 38,695.00
										Original Contract Construction Amount	
										\$ 38,695.00	
										New Contract Construction Amount	
										\$ 38,695.00	
										Less 10% Retainage	
										\$ -	
										Less Previous Estimates	
										\$ 34,825.50	
										Total Deductions	
										\$ 34,825.50	
										Amount Due Contractor on this Estimate	
										\$ 3,869.50	

REQUESTED BY: RFB CONSTRUCTION CO., INC.

[Signature]

DATE:

4/14/21

REVIEWED BY: CHRIS FARINACCI, WWTP SUPERINTENDENT, CITY OF PITTSBURG

DATE:

APPROVED BY: MATT BACON, DIRECTOR OF PUBLIC UTILITIES, CITY OF PITTSBURG

DATE:



DEPARTMENT OF PUBLIC WORKS

201 W. 4th Street • Pittsburg KS 66762

FINAL PAYMENT DUE CONTRACTOR

PROJECT:

WWTP Site Clearing and Grubbing Project

Date: April 14, 2021

CONTRACTOR: RFB Construction Co., Inc.
565 East 520th Avenue
Pittsburg, Kansas 66762

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$	38,695.00
TOTAL CONSTRUCTION COST.....	\$	38,695.00
Less Previous Payments.....	\$	34,825.50
BALANCE DUE CONTRACTOR (FINAL PAYMENT).....	\$	3,869.50

ACCEPTED BY: RFB Construction Co., Inc.

DATE:

4/14/21

SUBMITTED BY: Chris Farinacci, WWTP Superintendent, City of Pittsburg

DATE:

APPROVED BY: Matt Bacon, Director of Public Utilities, City of Pittsburg

DATE:

DATE OF APPROVAL BY CITY COMMISSION:

Bond No. 6601021

CONSENT OF SURETY
TO REDUCTION IN OR
RELEASE OF RETAINAGE

Project: Pittsburg WWTP Clearing & Grubbing – Pittsburg, KS

To: City of Pittsburg, Kansas
201 W. 4th St.
Pittsburg, KS 66762

Contract For: \$38,695.00

Contract Date: January 12th, 2021

In accordance with the provision of the Contract between the Owner and the Contractor as indicated above, the FCCI Insurance Company, 6300 University Parkway, Sarasota, FL 34240-8424, Surety on bond of R.F.B Construction Co., Inc., 565 E. 520th Avenue, Pittsburg, KS 66762, Contractor, hereby approves the reduction in or partial release of retainage to the Contract, as follows:

The Surety agrees that such reduction in or partial or total release of retainage to the Contractor shall not relieve the Surety of any of its obligations to:

City of Pittsburg, Kansas, 201 W. 4th St., Pittsburg, KS 66762, Owner, as set forth in the said Surety's Bond.

IN WITNESS WHEREOF, FCCI Insurance Company, the Surety has hereunto set its hand this 9th day of April, 2021.

ATTEST:


Cynthia M. Waters, Witness

(SEAL)

FCCI Insurance Company
Surety


Signature of Authorized
Representative

Travis Barker, Attorney-In-Fact
Title



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Shane Davolt; Peggy Marrs; Travis Barker; Kimberly Beckman; Cynthia M. Waters

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 13th day of May, 2020.

Attest:

Christopher Shoucair, President
FCCI Insurance Company



Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

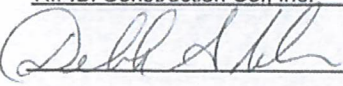
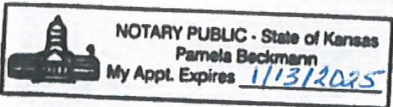
Dated this 9th day of April, 2021

Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary

TO: CITY CLERK
CITY OF PITTSBURG
PITTSBURG, KANSAS 66762

PROJECT: Pittsburg WWTP Clearing & Grubbing - Pittsburg, KS

In accordance with the provisions of the Contract of the above Project, I/We hereby certify and swear that all subcontractors, vendors, persons or firms who have furnished labor or materials for the work, and all rentals of materials, equipment, or property used in connection with the work, and that all taxes have been paid in full or otherwise satisfied.

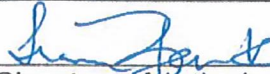
<p>State of Kansas, <u>Crawford</u> County</p> <p>On this <u>9th</u> day of <u>April</u>, 20<u>21</u>, before me, a Notary Public in and for the aforementioned County and State, personally appeared <u>Deborah A. Beachner</u>, to me known to be the identical person who executed the above statement.</p> <p><u>Pamela Beckmann</u> Notary Public</p> <p>My Commission Expires: <u>1/13/25</u></p>	<p>Contractor: <u>R.F.B. Construction Co., Inc.</u></p> <p>By: <u></u></p> <p>Title: <u>Deborah A. Beachner, President</u></p> <p>Seal: _____ (If Corporate)</p> <p></p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

The _____ FCCI Insurance Company, Surety Company on bond for the above project hereby approves the final payment to the Contractor, and agrees that the final payment shall not relieve the Surety Company of any of its obligations to the City of Pittsburg as set forth in the Surety Company's bond.

IN WITNESS this 9th day of April, 2021.

FCCI Insurance Company

6300 University Parkway, Sarasota, FL 34240-8424


Signature of Authorized Representative
Travis Barker
ATTORNEY-IN-FACT

RESIDENT AGENT.

cc: Engineering Division



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Shane Davolt; Peggy Marrs; Travis Barker; Kimberly Beckman; Cynthia M. Waters

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): **\$10,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 13th day of May, 2020.

Attest:

Christopher Shoucair, President
FCCI Insurance Company



Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

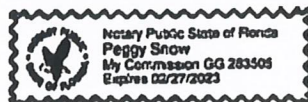


Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 9th day of April, 2021

Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary

Division of Taxation
109 SW 9th Street
Topeka, KS, 66601-3506
Mark A. Burghart, Secretary



Phone: 785-296-3081
Fax: 785-296-7928
www.ksrevenue.org
Laura Kelly, Governor

STATE OF KANSAS PROJECT COMPLETION CERTIFICATION

TO: City of Pittsburg

Name of Entity to whom Project Exemption Certificate was Issued

<u>201 W 4th St</u>	<u>Pittsburg</u>	<u>KS</u>	<u>66762</u>
Street Address	City	State	Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under **Exemption Certificate Number 0000091435**, issued by the Kansas Department of Revenue, were incorporated into the building or project for which the exemption was issued and were entitled to an exemption pursuant to K.S.A. 79-3606(c), (d), (e), (xx), (aaa), (ccc), (iii), (qqq), (sss), (ttt), (uuu), (xxx) and (yyy) as amended.

RFB Construction Co., Inc.

Contractor / Subcontractor

565 East 520th Avenue

P.O. Box and/or Street Number and Name

Pittsburg, Kansas 66762

City, State Zip

Robert H. Miller President
Signature and Title of Authorized Representative

4/13/21
Date

INSTRUCTIONS

Upon completion of a tax exempt project, the contractor must furnish this certification to the exempt entity for which the work was performed. The exempt entity needs to retain this document in their files and record the actual date that the project was completed on-line at <https://www.kdor.ks.gov/apps/kcsc/>. All invoices must be retained by the contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue.

PR-77 (Rev. 09/16)

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	4/09/2021			188656		
C-CHECK	VOID CHECK	V	4/09/2021			188657		
C-CHECK	VOID CHECK	V	4/09/2021			188670		
C-CHECK	VOID CHECK	V	4/09/2021			188671		
C-CHECK	VOID CHECK	V	4/09/2021			188685		
C-CHECK	VOID CHECK	V	4/09/2021			188686		
C-CHECK	VOID CHECK	V	4/16/2021			188723		
C-CHECK	VOID CHECK	V	4/16/2021			188724		
C-CHECK	VOID CHECK	V	4/16/2021			188725		

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0		0.00	0.00	0.00
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	0		0.00	0.00	0.00
EFT:	0		0.00	0.00	0.00
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	9 VOID DEBITS	0.00			
	VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: * TOTALS:	9		0.00	0.00	0.00
BANK: * TOTALS:	9		0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	4/07/2021			000000		1,057.93
0224	KDOR	D	4/08/2021			000000		5,052.95
0321	KP&F	D	4/16/2021			000000		43,859.79
0728	ICMA	D	4/16/2021			000000		772.50
1050	KPERS	D	4/12/2021			000000		7,945.65
1050	KPERS	D	4/16/2021			000000		40,654.32
6415	GREAT WEST TANDEM KPERS 457	D	4/16/2021			000000		4,386.00
6952	ADP INC	D	4/16/2021			000000		7,292.57
7290	DELTA DENTAL OF KANSAS INC	D	4/09/2021			000000		1,852.70
7290	DELTA DENTAL OF KANSAS INC	D	4/16/2021			000000		4,903.55
7877	TRUSTMARK HEALTH BENEFITS INC	D	4/08/2021			000000		8,415.96
7877	TRUSTMARK HEALTH BENEFITS INC	D	4/15/2021			000000		37,770.55
8370	WEX HEALTH, INC.	D	4/16/2021			000000		5,560.12
0748	CONRAD FIRE EQUIPMENT	E	4/12/2021			011275		633.38
2004	AIRE-MASTER OF AMERICA, INC.	E	4/12/2021			011276		17.22
6740	ED M FELD EQUIPMENT COMPANY, I	E	4/12/2021			011277		308.00
7567	MERIDIAN OIL & EQUIPMENT LLC	E	4/12/2021			011278		416.65
8205	MRI SOFTWARE LLC	E	4/12/2021			011279		1,631.00
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	4/12/2021			011280		52.40
0046	ETTINGERS OFFICE SUPPLY	E	4/12/2021			011281		353.62
0055	JOHN'S SPORT CENTER, INC.	E	4/12/2021			011282		120.00
0068	BROOKS PLUMBING LLC	E	4/12/2021			011283		100.02

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 4/07/2021 THRU 4/20/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0087	FORMS ONE, LLC	E	4/12/2021			011284		528.34
0101	BUG-A-WAY INC	E	4/12/2021			011285		220.00
0112	MARRONES INC	E	4/12/2021			011286		15.00
0133	JIM RADELL CONSTRUCTION COMPAN	E	4/12/2021			011287		31,835.30
0142	HECKERT CONSTRUCTION CO INC	E	4/12/2021			011288		3,532.48
0272	BO'S 1 STOP INC	E	4/12/2021			011289		802.05
0276	JOE SMITH COMPANY, INC.	E	4/12/2021			011290		1,455.55
0516	AMERICAN CONCRETE CO INC	E	4/12/2021			011291		927.72
0746	CDL ELECTRIC COMPANY INC	E	4/12/2021			011292		4,074.74
0753	COUNTY OF CRAWFORD	E	4/12/2021			011293		150.00
1150	INDUSTRIAL SALES CO INC	E	4/12/2021			011294		248.47
2005	GALLS PARENT HOLDINGS, LLC	E	4/12/2021			011295		124.60
2921	DATAPROSE LLC	E	4/12/2021			011296		4,946.19
3185	JOHN W. PETERSON	E	4/12/2021			011297		125.00
3376	ALL STAR PRO GOLF INC	E	4/12/2021			011298		404.50
4452	RYAN INSURANCE, LLC	E	4/12/2021			011299		452,621.71
5049	CRH COFFEE INC	E	4/12/2021			011300		42.90
6298	L. KEVAN SCHUPBACH	E	4/12/2021			011301		1,260.00
6577	GREENSPRO INC	E	4/12/2021			011302		14,876.60
7028	MATTHEW L. FRYE	E	4/12/2021			011303		400.00
7038	SIGNET COFFEE ROASTERS	E	4/12/2021			011304		43.75
7407	LIMELIGHT MARKETING LLC	E	4/12/2021			011305		2,875.00

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7629	EARLES ENGINEERING & INSPECTIO	E	4/12/2021			011306		43,877.13
7852	TRIA HEALTH, LLC	E	4/12/2021			011307		1,293.83
7860	RELX INC	E	4/12/2021			011308		2,004.00
7906	ARNETT GLASS	E	4/12/2021			011309		2,765.00
8187	EXELON CORPORATION	E	4/12/2021			011310		5,580.54
8240	KLEAN KARS LLC	E	4/12/2021			011311		438.00
8405	HAYS FIRE AND RESCUE SALES AND	E	4/12/2021			011312		153.63
6528	GALE GROUP/CENGAGE	E	4/19/2021			011313		33.78
7791	C4 HOLDINGS LLC	E	4/19/2021			011314		148.22
0046	ETTINGERS OFFICE SUPPLY	E	4/19/2021			011315		191.18
0054	JOPLIN SUPPLY COMPANY	E	4/19/2021			011316		2,688.34
0055	JOHN'S SPORT CENTER, INC.	E	4/19/2021			011317		150.00
0087	FORMS ONE, LLC	E	4/19/2021			011318		281.00
0105	PITTSBURG AUTOMOTIVE	E	4/19/2021			011319		1,130.82
0117	GATEHOUSE MEDIA KANSAS HOLDING	E	4/19/2021			011320		83.40
0133	JIM RADELL CONSTRUCTION COMPAN	E	4/19/2021			011321		14,715.00
0181	INGRAM LIBRARY SERVICES	E	4/19/2021			011322		24.56
0272	BO'S 1 STOP INC	E	4/19/2021			011323		318.00
0276	JOE SMITH COMPANY, INC.	E	4/19/2021			011324		1,268.21
0286	R & R PRODUCTS INC	E	4/19/2021			011325		353.39
0317	KUNSHEK CHAT & COAL CO, INC.	E	4/19/2021			011326		19,577.97
0335	CUSTOM AWARDS, LLC	E	4/19/2021			011327		242.96

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0345	THE VICTOR L PHILLIPS CO	E	4/19/2021			011328		221.90
0409	WISEMAN'S DISCOUNT TIRE INC	E	4/19/2021			011329		107.90
0455	LARRY BARRETT BODY * FRAME * T	E	4/19/2021			011330		5,058.16
0534	TYLER TECHNOLOGIES INC	E	4/19/2021			011331		13,625.00
0577	KANSAS GAS SERVICE	E	4/19/2021			011332		1,160.03
0661	SAFETY-KLEEN SYSTEMS INC	E	4/19/2021			011333		246.70
0866	AVFUEL CORPORATION	E	4/19/2021			011334		19,049.51
1075	COASTAL ENERGY CORP	E	4/19/2021			011335		1,911.00
1141	THE G W VAN KEPPEL COMPANY	E	4/19/2021			011336		358.91
1321	SHARP'S AUTOBODY CLINIC	E	4/19/2021			011337		1,000.00
1478	KANSASLAND TIRE #1828	E	4/19/2021			011338		43.89
1792	B&L WATERWORKS SUPPLY, LLC	E	4/19/2021			011339		9,156.93
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	4/19/2021			011340		39.95
2137	VAN-WALL EQUIPMENT, INC	E	4/19/2021			011341		549.48
2960	PACE ANALYTICAL SERVICES LLC	E	4/19/2021			011342		330.00
2994	COMMERCIAL AQUATIC SERVICE INC	E	4/19/2021			011343		6,051.92
3261	PITTSBURG AUTO GLASS	E	4/19/2021			011344		65.00
4603	KANSAS GOLF AND TURF INC	E	4/19/2021			011345		837.92
5640	WELLPATH LLC	E	4/19/2021			011346		18.00
6203	WAXIE'S ENTERPRISES, LLC	E	4/19/2021			011347		732.02
6577	GREENSPRO INC	E	4/19/2021			011348		650.00
6822	ELIZABETH BRADSHAW	E	4/19/2021			011349		857.92

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6851	SCHULTE SUPPLY INC	E	4/19/2021			011350		1,200.00
6926	MARTIN KYLE SAYRE	E	4/19/2021			011351		843.33
6995	SUMMER WARREN	E	4/19/2021			011352		440.00
7038	SIGNET COFFEE ROASTERS	E	4/19/2021			011353		87.50
7043	DREXEL TECHNOLOGIES	E	4/19/2021			011354		109.36
7167	QUADIENT LEASING USA INC	E	4/19/2021			011355		345.93
7239	JERRY MILLER	E	4/19/2021			011356		400.00
7655	HW ACQUISITIONS, PA	E	4/19/2021			011357		3,163.92
7806	CORE & MAIN LP	E	4/19/2021			011358		1,427.25
7906	ARNETT GLASS	E	4/19/2021			011359		886.00
7930	SANDERSON PIPE CORPORATION	E	4/19/2021			011360		3,022.60
8132	MIKE CARPINO FORD PITTSBURG IN	E	4/19/2021			011361		51.01
8233	ENVIROMENTAL WORKS, INC.	E	4/19/2021			011362		5,959.00
8246	BETHANY ANN BROOKS	E	4/19/2021			011363		461.00
8291	ELYSE MUSIL	E	4/19/2021			011364		360.00
8309	MISSISSIPPI LIME COMPANY	E	4/19/2021			011365		6,779.45
8312	LYLE T. WALTHALL	E	4/19/2021			011366		100.00
8325	FLEET FUELS LLC	E	4/19/2021			011367		182.00
8337	BLACKSTONE AUDIO, INC.	E	4/19/2021			011368		308.72
8361	BURNS INVESTMENTS, LLC	E	4/19/2021			011369		783.33
8409	KALE BRUCKS	E	4/19/2021			011370		225.95
0523	AT&T	R	4/09/2021			188655		8,432.69

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1616	CITY OF PITTSBURG	R	4/09/2021			188658		161.15
1006	COMMUNITY NATIONAL BANK	R	4/09/2021			188659		46,422.96
4263	COX COMMUNICATIONS KANSAS LLC	R	4/09/2021			188660		1,004.54
4263	COX COMMUNICATIONS KANSAS LLC	R	4/09/2021			188661		29.40
4263	COX COMMUNICATIONS KANSAS LLC	R	4/09/2021			188662		13.65
4263	COX COMMUNICATIONS KANSAS LLC	R	4/09/2021			188663		96.14
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	4/09/2021			188664		1,099.96
0375	WICHITA WATER CONDITIONING	R	4/09/2021			188665		21.50
8370	WEX HEALTH, INC.	R	4/09/2021			188666		312.80
1	EDWARDS, BRIANA	R	4/09/2021			188667		150.00
4636	EVERGY KANSAS CENTRAL INC. (HA	R	4/09/2021			188668		632.69
1108	EVERGY KANSAS CENTRAL INC	R	4/09/2021			188669		204,195.29
7830	CITY OF FRONTENAC	R	4/09/2021			188672		329.00
1	HANSON, BRYAN MCCARTHY'S PUB	R	4/09/2021			188673		1,500.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	4/09/2021			188674		1,453.54
2877	KDHE - BUREAU OF WATER	R	4/09/2021			188675		20.00
0225	KDOR	R	4/09/2021			188676		8,928.41
8404	LAKE OZARK FIRE PROTECTION DIS	R	4/09/2021			188677		1,100.00
8389	CALEB W. LEE	R	4/09/2021			188678		80.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	4/09/2021			188679		381.92
7945	LUCKY-BUT LAWN CARE, LLC	R	4/09/2021			188680		160.00
1991	OFFICE OF STATE FIRE MARSHAL	R	4/09/2021			188681		90.00

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7480	RODGER PETRAIT	R	4/09/2021			188682		140.00
1	RUBLE, PEGGY	R	4/09/2021			188683		75.00
8375	TRASH HOG LLC	R	4/09/2021			188684		905.00
8201	ROGER CLEVELAND GOLF COMPANY I	R	4/09/2021			188687		4,651.60
8089	JORAN STOUT-MITCHELL	R	4/09/2021			188688		220.00
6260	TRANE	R	4/09/2021			188689		4,140.13
2876	CRAIG FARNSWORTH	R	4/16/2021			188690		428.00
1222	ALL SEASONS CARPET, LLC	R	4/16/2021			188691		1,459.50
7856	BARDAVON HEALTH INNOVATIONS, L	R	4/16/2021			188692		550.00
1	BOARD OF POLICE COMMISSIONERS	R	4/16/2021			188693		200.00
5966	BERRY COMPANIES, INC.	R	4/16/2021			188694		743.17
8278	GERSON BOCANEGRA	R	4/16/2021			188695		25.00
6545	CENTER POINT INC	R	4/16/2021			188696		48.69
1616	CITY OF PITTSBURG	R	4/16/2021			188697		100.00
5283	CLASS LTD	R	4/16/2021			188698		55.20
0867	CUMMINS SALES AND SERVICE	R	4/16/2021			188699		555.80
8406	SHAWN DODSON	R	4/16/2021			188700		1,500.00
1	DOMER, CHASE	R	4/16/2021			188701		352.12
7116	EMC INSURANCE COMPANIES	R	4/16/2021			188702		472.58
7680	IMA, INC.	R	4/16/2021			188703		9,375.00
2877	KDHE - BUREAU OF WATER	R	4/16/2021			188704		20.00
1370	KDHE	R	4/16/2021			188705		1,430.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0226	KDOR LIQUOR TAX	R	4/16/2021			188706		25.00
8389	CALEB W. LEE	R	4/16/2021			188707		80.00
7945	LUCKY-BUT LAWN CARE, LLC	R	4/16/2021			188708		40.00
8408	MIDWEST TRAINING AND CONSULTIN	R	4/16/2021			188709		800.00
7392	ASSURECO RISK MANAGEMENT & REG	R	4/16/2021			188710		350.00
7480	RODGER PETRAIT	R	4/16/2021			188711		140.00
0397	PITTSBURG POLICE DEPT	R	4/16/2021			188712		25.99
8206	LINDE INC	R	4/16/2021			188713		2,351.02
0175	REGISTER OF DEEDS	R	4/16/2021			188714		20.00
0175	REGISTER OF DEEDS	R	4/16/2021			188715		165.25
1	REILLY, DENNIS	R	4/16/2021			188716		375.90
6142	SEILER INSTRUMENT & MFG CO INC	R	4/16/2021			188717		141.90
8375	TRASH HOG LLC	R	4/16/2021			188718		310.96
6377	SOUTHEAST KANSAS RECYCLING CEN	R	4/16/2021			188719		30.00
8201	ROGER CLEVELAND GOLF COMPANY I	R	4/16/2021			188720		959.70
8089	JORAN STOUT-MITCHELL	R	4/16/2021			188721		220.00
5589	CELLCO PARTNERSHIP	R	4/16/2021			188722		4,664.89
1	VIE MEDICAL CLINIC	R	4/16/2021			188726		50.00
1950	WATEROUS COMPANY	R	4/16/2021			188727		1,843.82

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
	REGULAR CHECKS:	64		316,656.86		0.00		316,656.86
	HAND CHECKS:	0		0.00		0.00		0.00
	DRAFTS:	13		169,524.59		0.00		169,524.59
	EFT:	96		711,669.64		0.00		711,669.64
	NON CHECKS:	0		0.00		0.00		0.00
	VOID CHECKS:	0	VOID DEBITS	0.00				
			VOID CREDITS	0.00	0.00	0.00		
TOTAL ERRORS: 0								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
VENDOR SET: 99	BANK: 80144 TOTALS:	173		1,197,851.09		0.00		1,197,851.09
BANK: 80144	TOTALS:	173		1,197,851.09		0.00		1,197,851.09
REPORT TOTALS:		173		1,197,851.09		0.00		1,197,851.09

Passed and approved this 27th day of April, 2021.

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: DEXTER NEISLER
Zoning Administrator

DATE: March 30, 2021

SUBJECT: Agenda Item – April 27, 2021
Final Plat of the Property Located approximately between the 1600 and 1700
Blocks of East 4th Street.

The Planning Commission/Board of Zoning Appeals, in its special meeting of March 25, 2021, considered a request, submitted by 3P Development Group, LLC, of Bryant, Arkansas, to allow for a Final Plat under the provisions of Article 2 of the Pittsburg Subdivision Regulations, for the property located approximately between the 1600 and 1700 Blocks of East 4th Street, with the legal description:

A tract of land located in the North 1/2 of Section 28, Township 30 South, Range 25 East of the 6th Principal Meridian, Crawford County, Kansas, being more particularly described as follows: commencing at the Northwest corner of the Northeast 1/4 of said Section 28; thence South 2°15'39" East, 50.16 feet to the Southern Right-Of-Way of East 4th Street; thence continuing South 2°15'39" East, 666.30 feet to the Point of Beginning; thence North 87°33'24" East, 359.25 feet; thence South 2°14'41" East, 652.70 feet; thence South 87°35'33" West, 682.20 feet; thence North 15°07'46" West, 171.94 feet; thence along a curve to the right having a radius of 165 feet, a chord bearing of North 2°06'38" west and a chord length of 81.09 feet for an arc length of 81.93 feet; thence North 76°47'01" West, a distance of 147.85 feet; thence along a curve to the left having a radius of 312.54 feet, a chord bearing of South 1°50'21" East and a chord length of 156.61 feet for an arc length of 158.30 feet; thence South 87°24'08" west, a distance of 107.43 feet; thence North 29°01'11" East, a distance of 101.57 feet; thence along a curve to the left having a radius of 25 feet; thence along a curve to the left having a radius of 91.12 feet, a chord bearing of North 48°12'14" west and a chord length of 85.67 feet for an arc length of 89.19 feet; thence North 88°15'27" East, a distance of 121.19 feet; thence South 76°47'01" East, a distance of 172.08 feet; thence along a curve to the right having a radius of 165 feet, a

chord bearing of North 52°16'48" East with a chord length of 197.18 for an arc length of 211.33 feet; thence North 87°32'27" East, 54.23 feet; thence North 2°26'20" East, a distance of 159.85 feet; thence south 87°45'11" East, 39.8 feet; thence North 2°26'22" East, a distance of 119.96 feet; thence North 87°33'24" East, a distance of 184.27 feet to the Point of Beginning, containing 9.729 acres, more or less.

After review of the request, the Planning Commission/Board of Zoning Appeals voted unanimously to recommend Governing Body approval of this request. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April, 27, 2021. Action necessary will be approval or disapproval of the Final Plat and, if approved, authorize the Mayor and City Clerk to sign on behalf of the City of Pittsburg.

If you have any questions concerning this matter, please do not hesitate to contact me.

Attachments: Final Plat

FINAL PLAT

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTH HALF OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 25 EAST OF THE 6TH P.M., CRAWFORD COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION 28; THENCE SOUTH 2°15'39" EAST, 50.16 FEET TO THE SOUTHERN RIGHT-OF-WAY OF EAST 4TH STREET; THENCE CONTINUING SOUTH 2°15'39" EAST, 666.30 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°33'24" EAST, 359.25 FEET; THENCE SOUTH 2°14'41" EAST, 682.70 FEET; THENCE SOUTH 87°35'33" WEST, 682.20 FEET; THENCE NORTH 15°07'46" WEST, 171.94 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 164.04 FEET, A CHORD BEARING OF NORTH 2°06'38" WEST AND A CHORD LENGTH OF 81.09 FEET FOR AN ARC LENGTH OF 61.94 FEET; THENCE NORTH 76°47'01" WEST, 147.85 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 309.25 FEET, A CHORD BEARING OF SOUTH 1°50'21" EAST AND A CHORD LENGTH OF 158.61 FEET FOR AN ARC LENGTH OF 158.33 FEET; THENCE SOUTH 87°24'08" WEST, 107.43 FEET; THENCE NORTH 29°01'11" EAST, 101.57 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 4°27'18" EAST AND A CHORD LENGTH OF 20.83 FEET FOR AN ARC LENGTH OF 21.48 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 91.12 FEET, A CHORD BEARING OF NORTH 48°12'14" WEST AND A CHORD LENGTH OF 85.67 FEET FOR AN ARC LENGTH OF 89.19 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 51.09 FEET, A CHORD BEARING OF NORTH 39°17'18" WEST AND A CHORD LENGTH OF 61.43 FEET FOR AN ARC LENGTH OF 65.91 FEET; THENCE NORTH 88°15'27" EAST, 121.19 FEET; THENCE SOUTH 76°47'01" EAST, 172.08 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 165.00 FEET, A CHORD BEARING OF NORTH 52°16'48" EAST WITH A CHORD LENGTH OF 197.18 FEET FOR AN ARC LENGTH OF 211.33 FEET; THENCE NORTH 87°32'27" EAST, 57.00 FEET; THENCE NORTH 2°14'41" WEST, 108.98 FEET; THENCE SOUTH 87°33'39" WEST, 42.94 FEET; THENCE NORTH 2°28'22" WEST, 169.96 FEET; THENCE NORTH 87°33'24" EAST, 184.27 FEET TO THE POINT OF BEGINNING, CONTAINING 9.766 ACRES, MORE OR LESS.

SUBDIVISION BOUNDARY CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	51.09'	65.91'	61.43'	N 39°17'18" W	73°54'46"
C2	91.12'	89.19'	85.67'	N 48°12'14" W	56°04'54"
C3	25.00'	21.48'	20.83'	N 04°27'18" E	49°14'09"
C4	164.04'	81.94'	81.09'	N 02°06'38" W	28°37'15"
C5	165.00'	211.33'	197.18'	N 52°16'48" E	73°23'02"
C6	309.25'	158.33'	156.61'	S 01°50'21" E	29°20'08"

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT I, RODNEY R. ZINN, A DULY LICENSED LAND SURVEYOR IN THE STATE OF KANSAS, HAVE SURVEYED AND SUBDIVIDED THE HERETOFORE DESCRIBED PROPERTY, AS SHOWN BY THE PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS. I FURTHER CERTIFY THAT ALL SUBDIVISION REGULATIONS OF THE CITY OF PITTSBURG, KANSAS HAVE BEEN COMPLIED WITH IN PREPARATION OF THIS PLAT. I FURTHER CERTIFY THAT I AM AUTHORIZED BY LAW TO MAKE THIS CERTIFICATION.

RODNEY R. ZINN, LS 1559

SURVEYOR REVIEW

THIS PLAT HAS BEEN REVIEWED AND APPROVED FOR FILING PURSUANT TO AND IN COMPLIANCE WITH K.S.A. 58-2005 AND WITH THE REQUIREMENTS OF CRAWFORD COUNTY. NO OTHER WARRANTIES ARE EXTENDED OR IMPLIED.

GIVEN UNDER MY HAND AND SEAL ON THIS ____ DAY OF _____, 20____.

RONALD K. ALBERTINI, LS 823 KS

OWNER'S CERTIFICATE:

STATE OF _____

COUNTY OF _____

I, WE, THE UNDERSIGNED, HEREBY CERTIFIES THAT THEY ARE THE OWNER OF THE LAND DESCRIBED ON THIS FINAL PLAT OF "VILLAS AT CREEKSIDE", AN ADDITION TO THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS AND THEY HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN ON THIS FINAL PLAT, WHICH PLAT REPRESENTS A CORRECT SURVEY OF ALL PROPERTY INCLUDED THEREIN AND BEING A PART OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 25 EAST OF THE 6TH PRINCIPAL MERIDIAN, CRAWFORD COUNTY, KANSAS.

THEY FURTHER CERTIFY THAT THEY DO HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS AND RIGHTS OF WAY AS SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC FOREVER, AND HAVE CAUSED THE SAME BE RELEASED FROM ALL ENCUMBRANCES.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED ON

THIS ____ DAY OF _____, 20____.

OWNERS REPRESENTATIVE: RONALD L. SCRIPSICK
THE VILLAS AT CREEKSIDE, LLC

NOTARY CERTIFICATE:

STATE OF _____

COUNTY OF _____

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS

____ DAY OF _____, 20____, PERSONALLY APPEARED

____ REPRESENTATIVE/OWNER FOR THE VILLAS AT CREEKSIDE, LLC, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THIS INSTRUMENT AND DULY ACKNOWLEDGED THE EXECUTION OF THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC, _____

MY COMMISSION EXPIRES _____

PLANNING COMMISSION CERTIFICATE:

STATE OF KANSAS
COUNTY OF CRAWFORD

THE DEDICATIONS SHOWN ON THIS PLAT ARE HEREBY ACCEPTED BY THE PLANNING COMMISSION THIS

____ DAY OF _____, 20____.

CHAIRMAN: _____
MICHAEL CREEL

ATTEST: _____
DEXTER NEISLER

CERTIFICATE OF CITY COMMISSION:

STATE OF KANSAS
COUNTY OF CRAWFORD

THE DEDICATIONS SHOWN ON THIS PLAT ARE HEREBY ACCEPTED BY THE CITY COMMISSION OF

PITTSBURG, KANSAS ON THIS ____ DAY OF _____, 20____.

MAYOR: _____
CHUCK MUNSELL

CITY CLERK: _____
TAMMY MAGER

COUNTY TREASURER CERTIFICATE:

STATE OF KANSAS
COUNTY OF CRAWFORD

I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

SIGNED THIS ____ DAY OF _____, 20____.

CRAWFORD COUNTY TREASURER
JOE GRISOLANO

CERTIFICATE OF REGISTER OF DEEDS:

STATE OF KANSAS
COUNTY OF CRAWFORD

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE AT

____ A.M. - P.M. ON THE ____ DAY OF _____, 20____, AND IS DULY RECORDED IN BOOK

____ AT PAGE ____ FEE: _____

REGISTER OF DEEDS
SANDY CASEY

CERTIFICATE OF TITLE:

STATE OF KANSAS
COUNTY OF CRAWFORD

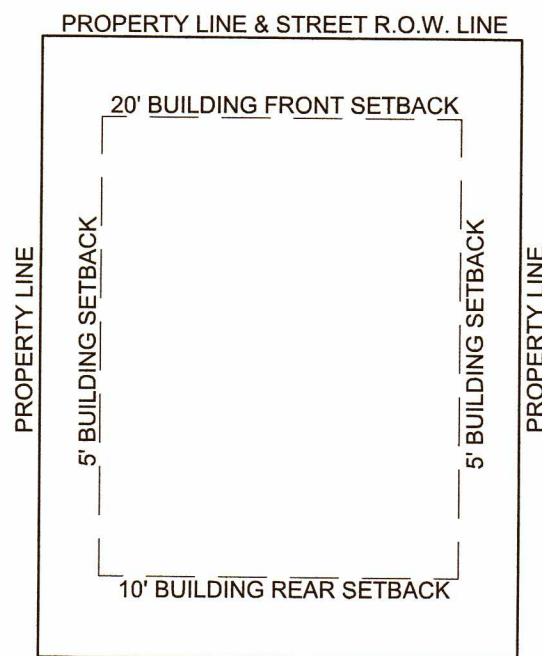
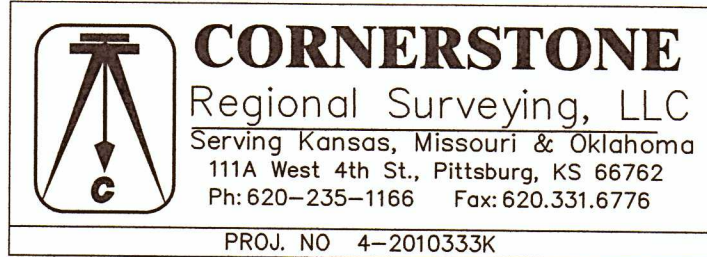
BE IT KNOWN THAT THIS PLAT HAS BEEN SUBMITTED TO ME, AND THE SUB-DIVIDER,

____ OWNS

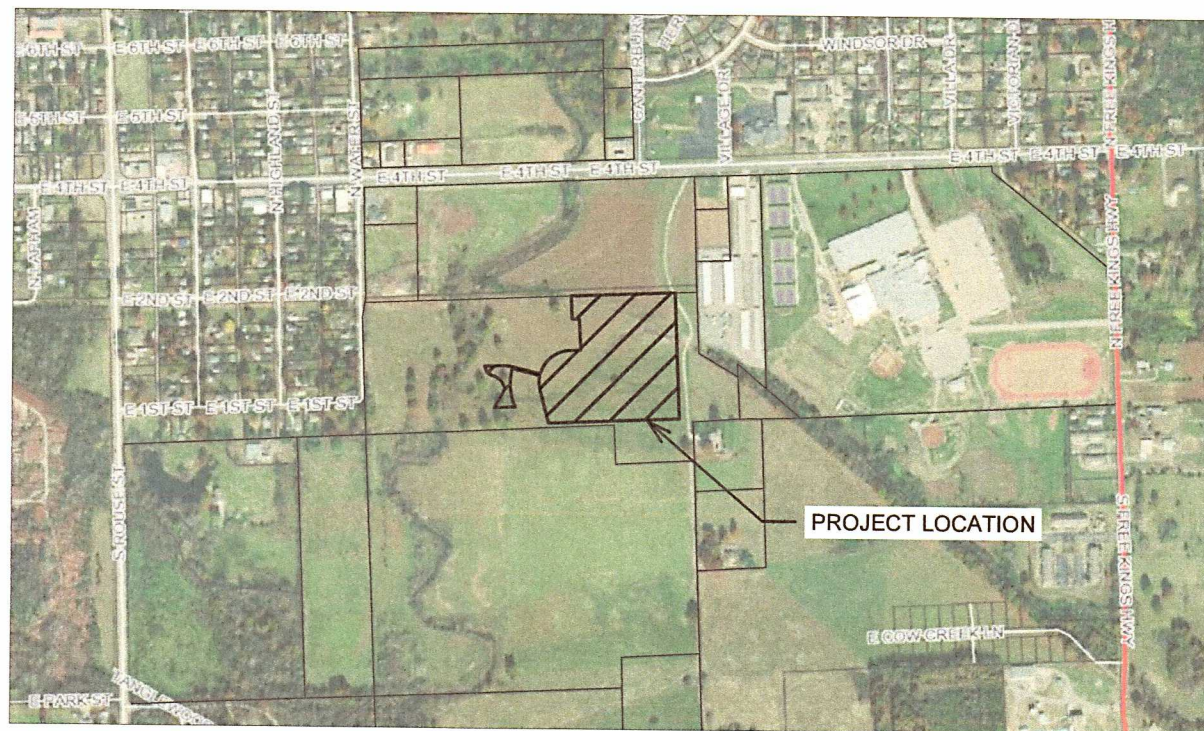
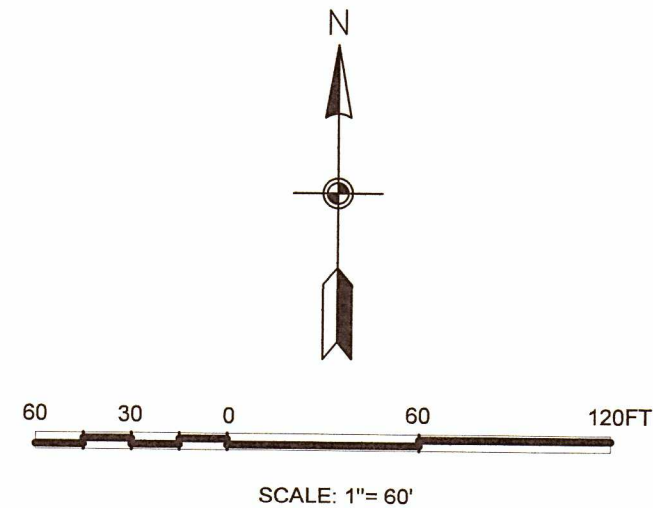
ALL OF THE PROPERTY WITHIN THE BOUNDARY OF THIS PLAT IN FEE.

SIGNED THIS ____ DAY OF _____, 20____.

BY: _____
DEBBIE ENGSTROM
SECURITY FIRST TITLE COMPANY



TYPICAL LOT SETBACKS
NOT TO SCALE



VICINITY MAP
SCALE 1" = 1000'

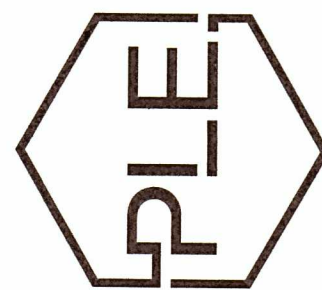
SURVEYOR NOTES:

- SURVEY PERFORMED BY CORNERSTONE REGIONAL SURVEYING, LLC ON NOVEMBER 2020. FOR QUESTIONS ON SURVEY OR CONTROL, CONTACT ROD ZINN AT 620-235-1135 OR AT R.ZINN@CORNERSTONE-RS.COM
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE KANSAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
- VERTICAL DATUM: BENCHMARK - 6" U-POST DRIVEN FLUSH WITH GROUND LOCATED 2.3' EAST OF FENCE AND 40' NORTH OF THE NORTHERN GATE POST LOCATED AT NORTHWEST CORNER OF PAYTON'S HAMLET SUBDIVISION TO SOUTH. NAD 83 (STATE PLANE COORDINATES - KS SOUTH ZONE 1502) AND NAVD 88 ELEVATIONS: N=1502948.704, E=2423131.817, ELEV =920.30' ELEVATION DERIVED FROM NGS BENCHMARK HE 1184 NAVD 88 DESIGNATION, PITT PORT

SURVEYOR NOTES:

- ☒ SET 1/2" X 24" REBAR W/ CORNERSTONE REGIONAL SURVEYING CAP
- ☐ EXISTING SECTION CORNERS AS LABELED

PHILLIP LEWIS ENGINEERING, INC.
Structural + Civil Consultants



REVISION:

VILLAS AT CREEKSIDE
FINAL PLAT
Pittsburg, Kansas

PROJECT NUMBER:

SHEET ISSUE DATE:
02-22-2021

PAGE TITLE:

FINAL
PLAT

SHEET NUMBER:

C1.0

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager
From: Quentin Holmes, Director of Community Development and Housing
CC: Tammy Nagel, City Clerk
Date: 4/21/21
Subject: Consultant Agreement
Atkinson Municipal Airport Apron Reconstruction Project
FAA AIP Project No. 3-20-0069-020

The City received 3 responses to the RFQ advertised in early February 2021 for the Atkinson Municipal Airport engineering services apron reconstruction project. Of the 3, Olsson Inc. of Pittsburg, KS was chosen by an internal selection committee.

The attached consultant agreement and scope of services for the engineering services for reconstruction and reconfiguring of the apron along with relocating the necessary lights at utilities associated with the project. The engineering services cost will be \$194,500.

This type of grant is normally a 90/10 split but due to COVID relief legislation, funding for this project will come from the FAA Airport Improvement Program with 100% of the engineering services contract being covered for FY21.

Please place this item on the agenda for the City Commission meeting on Tuesday, April 27th, 2021. Action necessary will be approval or disapproval of staff

Attachment: Consultant Agreement

Quentin Holmes
Director of Housing and Community Development
City of Pittsburg, Kansas
620-230-5550



CONSULTANT AGREEMENT

Airport Improvement Program (AIP) Project No. 3-20-0069-020
Olsson Project No. 021-03800

ATKINSON MUNICIPAL AIRPORT / PITTSBURG, KANSAS

PROJECT DESCRIPTION (the "Project")

Reconstruct and reconfigure the aircraft parking apron and stub connecting taxiway
Relocate existing lighting and utilities impacted by the construction of the proposed apron

THIS AGREEMENT is made and entered into by and between the consulting firm of Olsson, Inc. of Pittsburg, Kansas hereinafter called "Olsson" and the City of Pittsburg, Kansas, hereinafter called the "Sponsor" or "Client".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1: GENERAL

The Sponsor agrees to engage Olsson to provide the services described in Sections 2 through 5 (Olsson's "Scope of Services") for the Project.

Brian Coomes, P.E. will represent Olsson as Project Manager in the performance of this Agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for coordinating all activities necessary to complete the Project.

Olsson will provide equipment and personnel necessary to complete the Scope of Services, except as otherwise provided. Olsson shall be responsible for the quality, accuracy and coordination of the design, drawings, reports, surveys, and other items furnished by Olsson as part of this Agreement.

Olsson agrees to provide its Scope of Services in a timely, competent, and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope. This Agreement creates no other representation, warranty, or guarantee, express or implied.

Sponsor warrants that it has the authority to authorize Olsson to enter onto the Project property and any adjacent property as necessary for Olsson to perform its Scope of Services.

SECTION 2A: PRELIMINARY DESIGN PHASE

- a. Project management and coordination. Coordinate with the Sponsor and the Federal Aviation Administration (FAA) to provide information on developments and decisions that are made concerning the project.
- b. FAA Documentation. Prepare AIP Project Application forms and all Sponsor Certifications. Prepare Quarterly Performance Reports and FAA Invoice Summary for the DELPHI system. Prepare annual SF-271 and SF-425 forms.
- c. Conduct a project kickoff meeting via teleconference with the Sponsor and FAA in accordance with AIP Sponsor Guide No. 910 *Predesign Conference*. Olsson shall prepare a summary of the meeting that highlights critical project issues.
- d. Finalize design criteria for apron size and TDG in accordance with FAA Advisory Circulars. Design taxiway fillets to meet the new TDG criteria. Coordinate with FAA to ensure acceptance.
- e. Conduct geotechnical investigation, including soil borings, pavement samples, and lab tests. Provide a geotechnical report of findings and recommendations. In accordance with AC 150/5320-6F, 11 soil test borings and 1 dynamic cone penetrometer (DCP) test (estimated) will be performed as part of the project, generally as follows:
 - (1) Eleven (11) soil test borings to a depth of 10 feet each;
 - (2) Four (4) Pavement Cores;
 - (3) One (1) dynamic cone penetrometer (DCP) test; and
 - (4) Bulk samples

Soils will be sampled in accordance with ASTM D1586 and ASTM D1587. Groundwater levels will be obtained in the test borings at the time of drilling and upon completion of the drilling operations. After obtaining groundwater level readings, the borings will be backfilled with soil cuttings and pavement will be patched as necessary.

A laboratory testing program dictated by Olsson will be performed on samples recovered from the borings to determine their general engineering characteristics. Anticipated tests are shown on Exhibit A2.

Pavement cores will be photographed and measured for length. Compressive strength or petrographic analyses are not anticipated to be performed on the cores.

A detailed breakdown of the drilling and laboratory expenses is included in Exhibit A2.

- f. Conduct field assessment of the existing site and pavement and lighting conditions ("Field Assessment"). One project engineer and one technician shall conduct the on-site investigation. Take photographs of the project area and any typical distresses observed. Such Field Assessment is limited to visual observation of the site as it exists at the time of the observation. Field Assessment does not constitute exhaustive investigation and does not constitute any warranty or guarantee of any type that the site is suitable for the Project. Olsson is not responsible for identifying any concealed or latent defects that may be present at the site. Sponsor shall furnish the best obtainable information of which it is aware or

could reasonably be aware of, as to surface and subsurface conditions through the exercise of reasonable diligence.

- g. Conduct topographic survey, including topography, pavement elevations and location, and other existing features as needed. All surveys will be tied to NAVD 88 control points. The survey will not be in accordance with FAA Advisory Circular 150/5300-18B.
- h. Coordinate with local utility companies that have lines crossing the project site and determine their requirements.
- i. Pavement Design:
 - (1) Research pavement history
 - (2) Compile aircraft traffic data
 - (3) Develop 2 pavement design alternatives (concrete and asphalt)
 - (4) Perform pavement designs using FAA Advisory Circulars and/or pavement design software
 - (5) Prepare life cycle cost analyses for each pavement design
- j. Develop preliminary layouts for apron and taxiway configuration. Submit a preliminary pavement layout and brief explanation of the layout.
- k. Develop preliminary layouts and locations for taxiway lights. Determine the impact of each pavement design on the existing and ultimate electrical and lighting configurations.
- l. Develop preliminary Construction Safety & Phasing Plan (CSPP)
- m. Present the preliminary results and recommendations at a meeting at the Sponsor's location and via teleconference with the FAA.
- n. Perform Quality Control review of the above documents by a senior airport engineer, prior to submittal to Sponsor and FAA.
- o. Submit a preliminary design report within 150 days of the date that the Sponsor executed the Agreement. Provide one printed copy to the Sponsor and one electronic copy to FAA. The report shall include, at a minimum, the following items in accordance with AIP Sponsor Guide No. 920 *Engineering Report*.

- | | |
|------------------------------------|-----------------------------------|
| • General Scope of Project | • Pavement Layouts |
| • Photographs of the Existing Site | • Lighting Impacts |
| • Design Standards | • Predesign Meeting Minutes |
| • Site Conditions and Drainage | • Preliminary Engineer's Estimate |
| • Pavement Design Options | • Engineer's Recommendations |

SECTION 2B: FINAL DESIGN PHASE

Upon receipt of FAA and Sponsor's comments, and Sponsor's approval to proceed, Olsson will begin work on the Final Design Phase

- a. Meet with the Sponsor to review FAA comments regarding the preliminary design. Incorporate applicable comments into the final plans, specifications, and design report.

- b. Complete final plan & profiles and final pavement and lighting configurations.
- c. Complete final Construction Safety & Phasing Plan (CSPP)
- d. Prepare Disadvantaged Business Enterprise (DBE) program and/or goals, as needed
- e. Prepare detailed plans, specifications, contract documents, Construction Safety & Phasing Plan (CSPP) and engineer's design report. Olsson shall use FAA Advisory Circular (AC) 150/5370-10, *Standards for Specifying Construction of Airports* and shall follow the AIP Sponsor Guides listed below (current as of the date that Olsson executed the Agreement).
 - (1) Guide No. 920 – Engineering Report
 - (2) Guide No. 930 – Plans and Specifications
 - (3) Guide No. 940 – Regional Approved Modifications to AC 150/5370-10
 - (4) Guide No. 950 – Sponsor Modifications of FAA Standards
 - (5) Guide No. 960 – Operation Safety on Airports
- f. Prepare and submit electronically FAA Forms 7460-1 for Airspace Reviews of the Construction Safety & Phasing Plan (CSPP) staging/storage area boundaries, haul/access routes and construction limit boundaries for each phase. Submittals will include detailed exhibits.
- g. Perform Quality Control review of the above documents by a senior airport engineer, prior to submittal to Sponsor and FAA.
- h. Submit plans, specifications, contract documents and engineer's design report to the Sponsor (1 printed copy) and FAA (1 electronic copy) for review within 120 days of the receipt of all review comments.
- i. Prepare all Sponsor Certifications for Sponsor's signature.
- j. Conduct a plan-in-hand review meeting on-site with the Sponsor.
- k. Revise and submit plans, specifications, contract documents and engineer's design report within 14 days of receipt of comments from the Sponsor and FAA. Provide a written response to each comment. Provide one printed copy to Sponsor and electronic copy to FAA.

Olsson will affix the seal of a registered Professional Engineer licensed to practice in the State of Kansas to the construction plans and specification/contract bound volume. The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement are instruments of service and shall remain Olsson's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished to the sponsor for their use. Olsson will provide, without additional cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

SECTION 3: BIDDING PHASE

Upon receipt of the FAA's and Sponsor's authorization, Olsson will provide the following services to assist the Sponsor in advertising and securing bids.

- a. Provide sufficient copies of the approved plans and specifications to the Sponsor, plan rooms and www.QuestCDN.com for advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by Olsson. Olsson shall perform in accordance with AIP Sponsor Guide No. 1010 *Bidding*.
- b. Mail and/or email Notices to potential bidders and plan rooms. Contact contractors as needed to promote general interest in the project. Maintain a plan holders list.
- c. Conduct a pre-bid conference at the airport. Prepare minutes of the meeting and distribute to all attendees.
- d. Answer questions raised during the bidding process.
- e. Issue addenda as required.
- f. Attend the bid opening at the Sponsor's location.
- g. Tabulate and analyze bid results.
- h. Review bidders' qualifications. Evaluate bidders' compliance with Buy American Certification and DBE participation requirements.
- i. Furnish a written recommendation to the Sponsor regarding the award of the construction contract. The recommendation will include:
 1. Bid date
 2. Summarized bid table
 3. Evaluation of unit price extensions and total base bid, including an error check
 4. Addendums and acknowledgements
 5. Additional insured cost if any
 6. DBE utilization, DBE letter of intent, DBE goal, and good faith effort (GFE) (if any) review for compliance with Sponsor's DBE program requirements
 7. Buy American compliance
 8. Confirmation of bidder's signature on proposal form
 9. Bid guarantee
 10. Pre-qualification requirements
 11. Pre-bid meeting (if any)
 12. Review of qualifications
 13. Debarment list verification
 14. Recommendation to award
- j. Conduct one meeting to present bids to the Sponsor.
- k. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval in accordance with AIP Sponsor Guide No. 1020 *Contract Award*.

I. Prepare AIP Project Application forms

- m. After FAA's and Sponsor's approvals, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to FAA, Sponsor, and Contractor.

This phase will be considered complete when the executed construction contracts have been approved by the Sponsor and FAA. Readvertising, if necessary, will be negotiated under an amendment to this Agreement.

SECTION 4: CONSTRUCTION PHASE

(INCLUDES OBSERVATION)

based on 40 working days (construction contract time)

Olsson will not begin work on this Phase until a Notice to Proceed is received from the Sponsor. Both parties understand that this work is subject to the availability of FAA funds.

- a. Project Administration. Provide general consultation and technical assistance to the Sponsor during all construction phases. Coordinate with the Sponsor and FAA to ensure all parties have timely information on developments and decisions that are made concerning the project. Provide 5 sets of plans and specifications to the Construction Contractor for their use.
- b. Prepare and submit Quarterly Performance Reports.
- c. Assign a Project Engineer to the project who will periodically perform Construction Observation of the work in progress. It is estimated that the Project Engineer will make 7 site visits: Approximately every other week, plus 1 visit prior to the start of the base course and 1 visit prior to the start of paving}
- d. Prepare a Notice of Intent for Authorization to Discharge Stormwater Runoff from Construction Activities (NDPES permit) and Storm Water Pollution Prevention Plan (SWPPP).
- e. Construction Observation Program is not required.
- f. Review shop and erection drawings and all materials data submitted by construction contractors for general compliance with design concepts and Buy American provisions. Olsson's review of such information is not a guarantee of suitability, does not relieve the Contractor of any of its responsibilities and the Contractor shall remain solely responsible and liable for the quality and completion of the Project in compliance with contract documents.
- g. Conduct a preconstruction conference per AIP Sponsor Guide No. 1040 *Preconstruction Conference*. Submit a formal report of the conference discussions.
- h. Provide horizontal and vertical survey control and staking, as required under the FAA standard specification General Provision 50-07.

- i. Upon receipt of FAA and Sponsor authorization, issue the Notice to Proceed to the Construction Contractor. FAA authorization will not be issued until all conditions are met in accordance with AIP Sponsor Guide No. 1050 *Notice to Proceed*.
- j. Provide full-time on-site Construction Observation in accordance with AIP Sponsor Guide No. 1030 *Construction Observation*, except that a Construction Observation Program will not be prepared, and Guide No. 1070 *Inspections: Development Projects*.
- k. Provide construction testing. See Exhibit D2 for a list of the anticipated tests and services. Estimated quantities of tests were based on the following lot sizes and estimated construction quantities
 - (1) Excavation / Embankment
 - i. Lot Size 1,000 CY
 - ii. Estimated Constructed Quantity 5,000 CY
 - (2) Stabilized Subgrade
 - i. Lot Size 1,000 SY
 - ii. Estimated Construction Quantity 4,600 SY
 - (3) Base Course
 - i. Lot Size 1,000 SY
 - ii. Estimated Construction Quantity 4,600 SY
 - (4) Concrete Pavement
 - i. Lot Size 1,000 SY
 - ii. Estimated Construction Quantity 4,600 SY
 - (5) Reflectometer – Contractor will be required to conduct this test
- l. Submit weekly FAA Form 5370-1 “Construction Progress and Inspection Reports” and testing reports to the Sponsor and FAA.
- m. Provide a weekly photo log with the Construction Reports for each week that the contractor is on-site from the start of construction until substantial completion.
- n. Monitor compliance with Davis-Bacon requirements, DBE requirements, and E.E.O requirements per AIP Sponsor Guide No. *Labor Provisions: Development Projects* and Guide No. 1073 *Monitoring Labor and Civil Rights Requirements Development Projects*. Provide Davis-Bacon compliance documentation to Sponsor during the project close-out.
- o. Prepare and negotiate construction contract modifications, change orders and supplemental agreements, per AIP Sponsor Guide No. 1080 *Contract Modifications*.
- p. Review amounts owed to construction contractors and prepare progress estimate forms certified by construction contractor(s).
- q. Prepare FAA Invoice Summary for the DELPHI system.
- r. Prepare annual SF-271 and SF-425 forms.
- s. Arrange and conduct final walk-through with Sponsor and Construction Contractor. Prepare punch list and monitor completion of punch list items.
- t. Arrange and attend final inspection.

- u. Provide as-built survey to establish final pay quantities and for preparation of as-built plans. The survey will not be in accordance with FAA Advisory Circular 150/5300-18B.

SECTION 5: CLOSE OUT

Upon completion of construction, the Consultant agrees to provide the following items, in accordance with FAA/ACE AIP Guide No. 1610 - Development Project Closeout. The Consultant agrees to complete this phase within 90 days of final acceptance. If the Contractor does not provide their documentation (wage rate reports, DBE final utilization, etc.) within this time limit, this will be so noted in the close-out documents.

- (1) Sponsor Certification for Final Acceptance – not included; provided in design phase
- (2) Final Outlay Report (SF-271)
- (3) Final Federal Financial Report (SF-425)
- (4) Final Project Cost Summary
- (5) Summary of DBE Utilization – to be included in the Final Construction Report
- (6) Final Construction Report, including summary of test results – one copy each to Sponsor and FAA
- (7) As-built Drawings – include half-sized set in Final Report and provide in pdf format.
- (8) As-built Airport Layout Plan – one full-size preliminary set for FAA review; four full-size sets for Sponsor signature upon receipt of FAA comments
- (9) ~~5010-Updates~~ – Not Required
- (10) ~~Airport Chart / Diagram Modifications~~ – Not Required
- (11) ~~Part 139 Sign and Marking Plan updates~~ – Not Required

SECTION 6: SPECIAL SERVICES

Not Included – may be added by Amendment at a future date

SECTION 7: FEES AND CHARGES

The Sponsor shall pay Olsson for the services described in this Agreement as follows:

Section 2A: Preliminary Design Phase. Payment for the items included in Section 2A, Preliminary Design Phase, shall be the lump sum of \$56,100 shown on Exhibit A1, attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed.

Section 2B: Final Design Phase. Payment for the items included in Section 2B, Final Design Phase, shall be the lump sum of \$32,700 shown on Exhibit B, attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed.

Section 3: Bidding Phase. Payment for the items included in Section 3, Bidding Phase shall be the lump sum of \$6,000 shown on Exhibit C attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed.

Section 4: Construction Phase. Payment for the items included in Section 4, Construction Phase shall be made based on direct salary, overhead costs and reimbursable expenses incurred plus a fixed payment of \$9,545.39 and subcontract costs, which are estimated on Exhibit D1 attached and made a part hereto.

The total charges for Section 4 will not be greater than the "Not-to-Exceed" (NTE) amount of \$91,300, if 1) the construction work is completed within the construction contract aggregate time

allowance; and 2) the scope of work as set forth in Sections 2 and 4 is not exceeded. If either of these two events occur, the "Not-to-Exceed" amount may be increased by an amendment to this Agreement.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed payment with the final invoice adjusted to include the remaining unpaid balance of the fixed payment.

Exhibit D1 and D2 contains estimated quantities and unit prices. Actual hours, rates, charges, and reimbursable expenses may vary. The labor and general administration overhead percentage is fixed and will not vary, unless revised by an amendment. The overhead percentage is supported by a statement of overhead expenses certified by Olsson's auditor or a governmental auditor. The fixed payment will not change, unless revised by an amendment to this Agreement.

Section 5: Close-Out Phase. Payment for the items included in Section 5, Close-Out Phase, shall be the lump sum of \$8,400, shown on Exhibit E, attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed.

Adjustments to Fees and Charges. If additional services are requested by the Sponsor during the course of this Agreement, an amendment will be negotiated to cover the added scope, fees, and charges. If circumstances beyond the control of Olsson require more than 18 months from the date that Olsson executed the Agreement to complete the work specified herein, an amendment to this Agreement will be negotiated to cover the increase in Olsson's standard rates for services yet to be provided. All amendments are subject to the same approvals as this Agreement.

CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS. Olsson certifies that:

1. The plans and specifications will be developed in accordance with all applicable Federal standards and requirements and there will be no deviation from or modification to standards set forth in the advisory circulars without prior FAA approval;
2. The specifications for equipment will not be proprietary or written so as to restrict competition;
3. The development included in the plans is depicted on an airport layout plan approved by FAA;
4. Development which is ineligible for AIP funding will be omitted from the plans and specifications or will be depicted in a separate section;
5. Process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications;
6. A value engineering clause will not be incorporated into the contract without FAA concurrence;
7. The plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally approved environmental finding;
8. For construction activities within or near aircraft operational areas, the requirements contained in the latest (as of bid date) Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications and a safety or phasing plan will be prepared with FAA's concurrence.

APPROVALS. It is understood and agreed that this Agreement and any amendments are subject to approval by FAA before any state or federal funds are obligated.

FEDERAL AND OLSSON'S GENERAL PROVISIONS. The Sponsor and Olsson acknowledge that they have reviewed the Federal Contract Provisions Attachment, Olsson's General Provisions and any Exhibits attached hereto, which are expressly made a part of and incorporated into this Agreement by this reference. In the event of a conflict or inconsistency between this Agreement and the General Provisions regarding the services to be performed by Olsson, the requirements of the General Provisions shall take precedence.

EQUAL OPPORTUNITY EMPLOYER. Olsson and Sub-Consultant shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, with copies to be filed with the Federal Aviation Administration.

OLSSON, INC.
306 N. Broadway, Suite 175
Pittsburg, KS 66762





Executed by Olsson on this 21st day of April, 2021.

By signing below, you acknowledge that you have full authority to bind the Sponsor to the terms of the Agreement. If you accept the terms set forth herein, please sign.

CITY OF PITTSBURG, KANSAS
201 W. 4th Street
Pittsburg, KS 66762

ATTEST

Title

Executed by the Sponsor on this _____ day of _____, 2021.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.575/mile*
Suburban's and Pick-Up	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Aircraft (Personal)	\$118/hour*
Rental Vehicle	Actual Cost
Other Travel or Lodging Cost	Actual Cost or Per Diem
Meals	Actual Cost or Per Diem
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost
Telephone and Fax Transmissions	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Sub-Consultants	Actual Cost
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

EXHIBIT A1

PRELIMINARY DESIGN PHASE Atkinson Municipal PTS 3-20-0069-020

1. Direct Salary Costs

<u>Title</u>	<u>Total Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
Team Leader	4.0	\$77.15	\$308.60
Sr. Project Engineer	15.0	\$61.60	\$924.00
Project Engineer	80.0	\$54.25	\$4,340.00
Elec. or Mech. Engineer	0.0	\$71.10	\$0.00
Assistant Engineer	73.0	\$37.60	\$2,744.80
Registered Surveyor	32.0	\$49.95	\$1,598.40
Sr. Technician	42.0	\$30.35	\$1,274.70
Assoc. Technician	46.0	\$29.20	\$1,343.20
Asst. Technician	24.0	\$27.00	\$648.00
Sr. Clerical	14.0	\$28.75	\$402.50

Total Direct Salary Costs: \$13,584.20

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs** 187.52% \$25,473.09

3. Fixed Fee: 15% of Items 1 & 2 \$5,858.59

4. Direct Nonsalary Expenses

Travel	325 Miles @	\$0.560	\$182.00
Per Diem (meals)	6 Days @	\$30.00	\$180.00
Per Diem (motel)	- Days @	\$150.00	\$0.00
Copies, Prints, Shipping			\$450.00
Drilling & Lab Expenses (See Exhibit A2)			\$10,417.00

Total Expenses: \$11,229.00

5. Subtotal of Items 1 - 4 \$56,144.89

6. Subcontract costs \$0.00

7. Lump Sum Amount - Total Items 5 & 6 \$56,144.89

Rounded: \$56,100.00

** For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

EXHIBIT A2

**ESTIMATE OF
GEOTECHNICAL DRILLING AND LABORATORY COSTS
Atkinson Municipal PTS 3-20-0069-020**

LABORATORY / DRILLING:

Olsson, Inc., Lincoln, NE

LIST ALL ANTICIPATED COSTS <u>SERVICE OR TEST</u>	Estimated <u>Quantity</u>	Unit <u>Price</u>	Estimated Total <u>Cost</u>
<u>DRILLING INVESTIGATION</u>			
Mobilization (lump sum)	1	\$2,000.00	\$2,000.00
Drilling Cost (per lf)	110	\$16.00	\$1,760.00
Samples	44	\$13.00	\$572.00
Cores	4	\$65.00	\$260.00
Bore Hole & Core Hole Repairs	11	\$35.00	\$385.00
DCP	1	\$125.00	\$125.00
Per Diem (2 Individuals)	1	\$300.00	\$300.00
	SUBTOTAL		\$5,402.00

Note: 11 soil test borings (estimated) will be performed to a depth of 10' each

LABORATORY TEST

Unconfined Compression Test	15	\$45.00	\$675.00
TWT Density/Moisture	15	\$30.00	\$450.00
Atterbergs	6	\$95.00	\$570.00
Wash 200 Sieve	0	\$45.00	\$0.00
Mechanical Analysis	0	\$90.00	\$0.00
Standard Proctors	3	\$170.00	\$510.00
Modified Proctors	0	\$235.00	\$0.00
Crumb Test	0	\$35.00	\$0.00
Consolidation Test	0	\$165.00	\$0.00
Swell/Collapse Test	0	\$250.00	\$0.00
Permeability Tests	0	\$200.00	\$0.00
CBR (1 point)	10	\$230.00	\$2,300.00
Hydrometer	2	\$165.00	\$330.00
Soil Corrosivity (Subconsultant)	2	\$90.00	\$180.00
	SUBTOTAL		\$5,015.00

TOTAL \$10,417.00

EXHIBIT B

FINAL DESIGN PHASE Atkinson Municipal PTS 3-20-0069-020

1. Direct Salary Costs

<u>Title</u>	<u>Total Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
Team Leader	1.0	\$77.15	\$77.15
Sr. Project Engineer	12.0	\$61.60	\$739.20
Project Engineer	27.0	\$54.25	\$1,464.75
Elec. or Mech. Engineer	0.0	\$71.10	\$0.00
Assistant Engineer	78.0	\$37.60	\$2,932.80
Registered Surveyor	0.0	\$49.95	\$0.00
Sr. Technician	48.0	\$30.35	\$1,456.80
Assoc. Technician	70.0	\$29.20	\$2,044.00
Asst. Technician	10.0	\$27.00	\$270.00
Sr. Clerical	22.0	\$28.75	\$632.50

Total Direct Salary Costs: \$9,617.20

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs** 187.52% \$18,034.17

3. Fixed Fee: 15% of Items 1 & 2 \$4,147.71

4. Direct Nonsalary Expenses

Travel	- Miles @	\$0.560	\$0.00
Per Diem (meals)	- Days @	\$30.00	\$0.00
Per Diem (motel)	- Days @	\$150.00	\$0.00
Copies, Prints, Shipping			\$912.00

Total Expenses: \$912.00

5. Subtotal of Items 1 - 4 \$32,711.08

6. Subcontract costs \$0.00

7. Lump Sum Amount - Total Items 5 & 6 \$32,711.08

Rounded: \$32,700.00

** For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

EXHIBIT C

BIDDING PHASE Atkinson Municipal PTS 3-20-0069-020

1. Direct Salary Costs

<u>Title</u>	<u>Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
Team Leader	0.0	\$80.24	\$0.00
Sr. Project Engineer	0.0	\$64.06	\$0.00
Project Engineer	9.0	\$56.42	\$507.78
Elec. or Mech. Engineer	0.0	\$73.94	\$0.00
Assistant Engineer	9.0	\$39.10	\$351.94
Registered Surveyor	0.0	\$51.95	\$0.00
Sr. Technician	8.0	\$31.56	\$252.51
Assoc. Technician	0.0	\$30.37	\$0.00
Asst. Technician	0.0	\$28.08	\$0.00
Sr. Clerical	16.0	\$29.90	\$478.40

Total Direct Salary Costs: \$1,590.63

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs* 187.52% \$2,982.75

3. Fixed Fee: 15% of Item 1 & 2 \$686.01

4. Direct Nonsalary Expenses

Travel	- Miles @	\$0.560	\$0.00
Per Diem (meals)	- Days @	\$30.00	\$0.00
Per Diem (motel)	- Days @	\$150.00	\$0.00
Copies, Prints, Shipping			\$787.20

Total Expenses: \$787.20

5. Subtotal of Items 1 - 4 \$6,046.58

6. Subcontract costs \$0.00

7. Lump Sum Amount - Total Items 5 & 6 \$6,046.58

Rounded: \$6,000.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

EXHIBIT D1

CONSTRUCTION PHASE SERVICES Atkinson Municipal PTS 3-20-0069-020

Based on estimated 40 working days

1.	<u>Direct Salary Costs</u>			
		<u>Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
	<u>Title</u>			
	Team Leader	0.0	\$80.24	\$0.00
	Sr. Project Engineer	8.0	\$64.06	\$512.51
	Project Engineer	53.0	\$56.42	\$2,990.26
	Elec. or Mech. Engineer	0.0	\$73.94	\$0.00
	Assistant Engineer	49.0	\$39.10	\$1,916.10
	Registered Surveyor	5.0	\$51.95	\$259.74
	Sr. Technician	21.0	\$31.56	\$662.84
	Assoc. Technician	462.0	\$30.37	\$14,030.02
	Asst. Technician	18.0	\$28.08	\$505.44
	Sr. Clerical	42.0	\$29.90	<u>\$1,255.80</u>
			Total Direct Salary Costs:	\$22,132.71
2.	<u>Labor and General & Administrative Overhead</u>			
	Percentage of Direct Salary Costs*	187.52%		\$41,503.25
3.	<u>Fixed Fee: 15% of Item 1 & 2</u>			\$9,545.39
4.	<u>Direct Nonsalary Expenses</u>			
	Travel (automobile)	- Miles @	\$0.560	\$0.00
	Travel (pickup)	2,795 Miles @	\$0.750	\$2,096.25
	Per Diem (meals)	43 Days @	\$30.00	\$1,290.00
	Per Diem (motel)	- Days @	\$150.00	\$0.00
	Copies, Prints, Shipping			\$650.00
	Testing - See Exhibit D1			<u>\$14,122.00</u>
			Total Expenses:	\$18,158.25
5.	Subtotal of Items 1 - 4			\$91,339.61
6.	Subcontract costs (Testing) - N/A			\$0.00
7.	Not-to-Exceed Total (Items 5 & 6)			\$91,339.61
			Rounded:	\$91,300.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

EXHIBIT D2

**ESTIMATE OF
CONSTRUCTION TESTING COSTS
Atkinson Municipal PTS 3-20-0069-020**

LABORATORY:

Olsson, Inc., Springfield, MO

LIST ALL ANTICIPATED COSTS

<u>SERVICE OR TEST</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated Total Cost</u>
Moisture / Density (4" Mold)	2	\$150.00	\$300.00
Moisture / Density (6" Mold)	2	\$175.00	\$350.00
Nuclear Density Test	30	\$27.00	\$810.00
Atterberg Limits	2	\$75.00	\$150.00
Percent Passing #200 Sieve	2	\$40.00	\$80.00
Washed Sieve Analysis	2	\$96.00	\$192.00
Mechanical Sieve Analysis	4	\$150.00	\$600.00
Concrete Compressive Strength	72	\$15.00	\$1,080.00
Concrete cylinder (Store & Cure)	24	\$15.00	\$360.00
Concrete Length Determination	24	\$17.50	\$420.00
Cylinder Molds	72	\$2.50	\$180.00
Concrete Test Set	24	\$120.00	\$2,880.00
Equipment Rental	0	\$500.00	\$0.00
Technician	96	\$60.00	\$5,760.00
Professional Engineer Review	8	\$120.00	\$960.00
Per Diem	0	\$100.00	\$0.00
Trip Charge	0	\$250.00	\$0.00
Reflectometer (equipment rental per day)	0	\$700.00	\$0.00
			<hr/> <hr/> \$14,122.00

Testing is not a guarantee that all work and materials meet the contract requirements and does not relieve the Contractor of any of its responsibilities. The Contractor shall remain solely responsible and liable for the quality and completion of the Project in compliance with contract documents.

EXHIBIT E

CLOSE OUT PHASE SERVICES Atkinson Municipal PTS 3-20-0069-020

1.	<u>Direct Salary Costs</u>			
		<u>Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
	<u>Title</u>			
	Team Leader	0.0	\$80.24	\$0.00
	Sr. Project Engineer	1.0	\$64.06	\$64.06
	Project Engineer	8.0	\$56.42	\$451.36
	Elec. or Mech. Engineer	0.0	\$73.94	\$0.00
	Assistant Engineer	25.0	\$39.10	\$977.60
	Registered Surveyor	0.0	\$51.95	\$0.00
	Sr. Technician	24.0	\$31.56	\$757.54
	Assoc. Technician	0.0	\$30.37	\$0.00
	Asst. Technician	0.0	\$28.08	\$0.00
	Sr. Clerical	6.0	\$29.90	<u>\$179.40</u>
			Total Direct Salary Costs:	\$2,429.96
2.	<u>Labor and General & Administrative Overhead</u>			
	Percentage of Direct Salary Costs*	187.52%		\$4,556.66
3.	<u>Fixed Fee: 15% of Item 1 & 2</u>			\$1,047.99
4.	<u>Direct Nonsalary Expenses</u>			
	Travel	0 Miles @	\$0.560	\$0.00
	Per Diem (meals)	0 Days @	\$30.00	\$0.00
	Per Diem (motel)	0 Days @	\$150.00	\$0.00
	Copies, Prints, Shipping			<u>\$320.00</u>
			Total Expenses:	\$320.00
5.	Subtotal of Items 1 - 4			\$8,354.61
6.	Subcontract costs			\$0.00
7.	Lump Sum Amount (Items 5 & 6)			\$8,354.61
			Rounded:	\$8,400.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”, “BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR” OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

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

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

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

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

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

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) 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 contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, 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 or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - 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 applicable requirements of 49 CFR Part 26 in the award and administration of DOT 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.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

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

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 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 Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTION

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) and DOT Order 4200.6

Certification - The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is 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.

Certification - The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

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

- 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 (U.S.T.R.);
- 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 U.S.T.R.; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

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

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 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 U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

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

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

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

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

Owner 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.

Owner 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.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating

the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1) Perform the services within the time specified in this contract or by Owner approved extension;
 - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

Owner 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.

Owner 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.

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

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
 - 1) Defaults on its obligations under this Agreement;
 - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner 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 Owner's breach of the contract.

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

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

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

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

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any

other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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ROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

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

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

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

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated April 21, 2021 between the City of Pittsburg, Kansas ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, both Parties determine additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or

utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials,

encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Deleted

SECTION MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and

programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that

the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall

grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6-DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Omitted

6.3 Omitted

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall

grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Omitted

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranged, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may

authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Kansas. It is further agreed that any legal action between the parties arising out of this

Agreement or the performance of services shall be brought in a court of competent jurisdiction in Kansas.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and Exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

July 22, 2020

Mr. Mike Hodge
Olsson Associates
601 P Street
Lincoln, Nebraska 68508

RE: Overhead Expense Factor

Dear Mike:

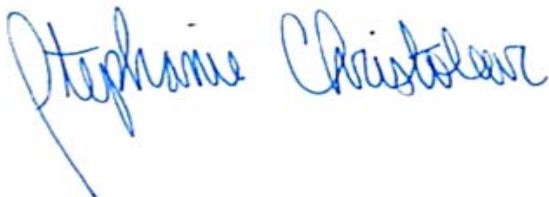
In response to your request, we have provided a recap of the computed amount of overhead expenses incurred in 2019 based on the audited Schedules of Indirect Costs and Costs with Adjustments as of and for the year ended December 31, 2019. Summarized below is your FAR Combined Overhead Rate that is detailed in the audit:

Combined FAR Overhead Rate (Including Computer Expenses) – 187.52%

Total fringe benefits	\$ 40,941,865
Total general and administrative expenses	53,094,558
Computer expenses (as described in Note 5) of the Schedules)	<u>8,109,076</u>
	102,145,499
Less computer expenses already included in general and administrative expenses	<u>(346,677)</u>
	101,798,822
Divided by direct labor	54,286,401
	\$ 1.8752

In summary, for every \$1.00 of direct labor paid, there is \$1.88 in overhead expenses attributable to that labor.

Sincerely,



Stephanie L. Christolear
Director

SLC/RFT/dkm