

City of Pittsburg, Kansas  
Commission Meeting Agenda  
Tuesday, May 27, 2025  
5:30 p.m.

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**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, May 27, 2025**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

- a. Flag Salute Led by the Mayor
- b. Proclamation – Dr. Dan Shipp Day
- c. Pittsburg Positive
- d. Public Input

**CONSENT AGENDA (ROLL CALL VOTE):**

- a. Approval of the May 13, 2025, City Commission Meeting minutes.
- b. Approval of staff recommendation to accept an Addendum to Hangar Lease between the City of Pittsburg, Kansas, and K.W. Broock Directories, Inc. in regard to the Hangar located at 3503 Airport Circle, and authorize the Mayor to sign the Addendum on behalf of the City.
- c. Approval of the application submitted by Robert Menchetti for water service outside the corporate City limits to property located at 1051 East 570<sup>th</sup> Avenue.
- d. Approval of staff recommendation to enter into an agreement with Tyler Technologies for the implementation of Cloud services for a year-one cost of \$111,982, with an annual savings of approximately \$55,000 after the first year, and authorize the Mayor to sign the Software As A Service Agreement on behalf of the City.
- e. Approval of the Appropriation Ordinance for the period ending May 27, 2025, subject to the release of HUD expenditures when funds are received.

**CONSIDER THE FOLLOWING:**

- a. FAA GRANT APPLICATION – Consider staff recommendation to apply for the FAA Grant for AIP & IIJA-AIG Project Numbers 3-20-0069-024-2025 & 3-20-0069-026-2025 and authorize City Staff and the City Attorney to sign and accept the forthcoming FAA grant offer. **Approve or disapprove staff recommendation.**
- b. AWARD OF CONSTRUCTION CONTRACT -- Consider staff recommendation to award the construction contract for the reconstruction of the Partial Parallel Taxiway to Runway 4/22, City Hangar Taxilane, and East-West Connector Taxiway to Emery Sapp & Sons, Inc. of Springfield, Missouri, for the Base Bid + Alternate Bid 1 + Alternate Bid 2 in the amount of \$2,056,701.12, pending FAA concurrence and successful receipt of grant. **Approve or disapprove staff recommendation.**

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- c. APPROVAL OF AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES – Consider staff recommendation to approve the proposed Amendment No. 1 to the Agreement for Consulting Services with Olsson, Inc. for Construction Phase and Close-Out Phase services associated with the FAA grant-funded improvements to Atkinson Municipal Airport in the amount of \$217,400.00. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the Amendment on behalf of the City.**
  
- d. UTILITY RELOCATION AGREEMENT - COX COMMUNICATIONS – Consider staff recommendation to approve a Utility Relocation Agreement with Cox Communications Kansas, LLC, a Delaware limited liability company, for relocation of communication lines serving the west hangar row in coordination with improvements at Atkinson Municipal Airport. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.**
  
- e. UTILITY RELOCATION AGREEMENT - EVERGY – Consider staff recommendation to approve a utility relocation agreement with Evergy Kansas South of Topeka, Kansas for relocation of power service and transformer serving the west hangar row in coordination with improvements at the Atkinson Municipal Airport. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.**

**NON-AGENDA REPORTS AND REQUESTS:**

**ADJOURNMENT**

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
May 13, 2025

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A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, May 13<sup>th</sup>, 2025, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Dawn McNay presiding and the following members present: Cheryl Brooks, Stu Hite, and Ron Seglie. Chuck Munsell participated by phone.

Mayor McNay led the flag salute.

INVOCATION – Pastor Tom Wehrman, on behalf of the St. John Lutheran Church, provided an invocation.

PUBLIC INPUT -

OUTDOOR ENTERTAINMENT AND RECREATION AREA ORDINANCE – Bryan Hanson, 111 Crestwood Estates, owner of McCarthy's Pub, expressed concern regarding the newly adopted ordinance that allows persons under age 21 to enter the premises of an outdoor entertainment and recreation area which dispenses and sells alcoholic liquor or cereal malt beverage in the City of Pittsburg.

APPROVAL OF MINUTES – On motion of Seglie, seconded by Brooks, the Governing Body approved the April 22, 2025, City Commission Meeting minutes as presented. Motion carried.

SUSTAINABILITY ADVISORY COMMITTEE APPOINTMENTS – On motion of Seglie, seconded by Brooks, the Governing Body appointed Bailey Miller, Chad Mishmash, TreAnna Mulkin, Meg Norman, and Elliott Rowland to first two-year terms and appointed Andrew Ouellette to a third two-year term as members of the Sustainability Advisory Committee effective immediately and to conclude on December 31, 2026. Motion carried.

EMERGENCY SOLUTIONS GRANT – On motion of Seglie, seconded by Brooks, the Governing Body authorized staff to submit an Emergency Solutions Grant (ESG) application to the Kansas Housing Resources Corporation (KHRC) in the amount of \$196,750.00 to help prevent individuals/families from possibly becoming homeless or assist those who are homeless, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of Seglie, seconded by Brooks, the Governing Body approved the Appropriation Ordinance for the period ending May 13, 2025, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Hite, McNay, Munsell and Seglie. Motion carried.

D2 ANNEX ENGINEERING SOLUTIONS AGREEMENT – On motion of Hite, seconded by Brooks, the Governing Body entered into an agreement with D2 Annex Engineering Solutions (D2) based upon their qualifications for professional engineering services for the 616 North Broadway Structural Stabilization Project and authorized the Mayor and City Clerk to execute the contract documents. Motion carried.



OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
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PUBLIC HEARING - PROGRESSIVE PRODUCTS – TAXABLE INDUSTRIAL REVENUE BONDS – A Public Hearing was held in regard to the issuance of Industrial Revenue Bonds, in one or more series, in a principal amount not to exceed \$1,700,000 (the "Bonds") and in regard to an exemption from ad valorem taxation of property constructed or purchased with the proceeds of such Bonds (Progressive Products). Motion carried.

No comments were received during the Public Hearing.

RESOLUTION NO. 1294 – On motion of Hite, seconded by Brooks, the Governing Body adopted Resolution No. 1294, determining the advisability of issuing Taxable Industrial Revenue Bonds for the purpose of financing the construction of additions to a manufacturing facility located in the City; and authorizing execution of related documents, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried.

BUILDING IMPROVEMENT PROJECT - CRUX OF LIFE, LLC – 210 SOUTH BROADWAY – On motion of Brooks, seconded by Hite, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to reimburse Crux of Life, LLC, an amount equal to 10% of the expenses associated with the renovation of the property located at 210 South Broadway, with the City's allocation, to be used to fund permanent, fixed improvements (electrical, plumbing, etc.) not to exceed \$32,000. Motion carried.

CHANGE OF ZONING – TONEY/REASOR – 3204 NORTH MICHIGAN – On motion of Seglie, seconded by Brooks, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to grant the request submitted by Gunnar Toney and Abbi Reasor to change the zoning of 3204 North Michigan from R-1C: Single-Family Residential to CP-2: Planned General Commercial and directed staff to prepare the necessary Ordinance. Motion carried.

CHANGE OF ZONING – COMMUNITY HEALTH CENTER OF SOUTHEAST KANSAS (CHCSEK) – 3010 NORTH JOPLIN – On motion of Seglie, seconded by Hite, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to grant the request submitted by the Community Health Center of Southeast Kansas (CHCSEK) to change the zoning of 3010 North Joplin from CP-0: Planned Commercial Office to PUD: Planned Unit Development and directed staff to prepare the necessary Ordinance. Motion carried.

VACATION REQUEST – WATCO – 2<sup>nd</sup> STREET BETWEEN WALNUT STREET AND OLIVE STREET – On motion of Hite, seconded by Seglie, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to grant the request submitted by WATCO to vacate 2<sup>nd</sup> Street between Walnut Street and Olive Street and directed staff to prepare the necessary Order. Motion carried.

VACATION REQUEST – WATCO – ALLEY NEAR THE INTERSECTION OF 3<sup>rd</sup> STREET AND COLLEGE STREET – On motion of Seglie, seconded by Brooks, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to grant the request submitted by WATCO to vacate the alley near the intersection of 3<sup>rd</sup> Street and College Street and directed staff to prepare the necessary Order. Motion carried.

OFFICIAL MINUTES  
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May 13, 2025

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VACATION REQUEST – WATCO – ALLEY NEAR THE INTERSECTIONS OF 4<sup>th</sup> STREET AND COLLEGE STREET AND 4<sup>th</sup> STREET AND OLIVE STREET – On motion of Hite, seconded by Brooks, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to grant the request submitted by WATCO to vacate the alley near the intersection of 4<sup>th</sup> Street and College Street and 4<sup>th</sup> Street and Olive Street and directed staff to prepare the necessary Order. Motion carried.

VARRIANCE REQUEST – THE CITY OF PITTSBURG – 503 NORTH PINE – On motion of Hite, seconded Brooks, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to grant the request submitted by The City of Pittsburg for a variance at 503 North Pine to allow a 60 square foot digital sign. Motion carried.

DISPOSITION OF BIDS - 616 NORTH BROADWAY – STRUCTURAL STABILIZATION PROJECT – On motion of Brooks, seconded by Hite, the Governing Body awarded the bid for the structural stabilization of 616 North Broadway to Tri-State Building, of Pittsburg, Kansas, based on their bid in the amount of \$392,478.00, and authorized the Mayor and City Clerk to execute the contract documents once prepared. Motion carried.

FLOCK SAFETY LICENSE PLATE RECOGNITION (LPR) CAMERA EXPANSION AND ENHANCED LPR PACKAGE UPGRADE – On motion of Hite, seconded by Brooks, the Governing Body approved staff request to expand the current Flock Safety License Plate Recognition (LPR) system and approved the addition of an enhanced LPR search package to improve the investigative capabilities in the amount of \$69,700 for the first year. Motion carried.

NON-AGENDA REPORTS AND REQUESTS:

TREE CLEARING PROJECT – Director of Public Works and Public Utilities Matt Bacon announced that the tree clearing project is 90% complete.

PUBLIC INPUT RESPONSE – City Manager Daron Hall, Director of Community Development and Housing Kim Froman, and members of The Governing Body responded to the concerns expressed by Mr. Hanson during Public Input. Members of the Governing Body asked City staff to review Ordinance No. G-1371 for potential changes.

ADJOURNMENT - On motion of Seglie, seconded by Hite, the Governing Body adjourned the meeting at 6:33 p.m. Motion carried.

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Dawn McNay, Mayor

ATTEST:

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Tammy Nagel, City Clerk

\_\_\_\_\_, May 27 \_\_\_\_\_, 2025,

### ADDENDUM TO HANGAR LEASE

THIS ADDENDUM is to the Lease dated January 1st, 2006 (hereinafter "the Lease"), by and between the City of Pittsburg, Kansas as Lessor, and K.W. Brock Directories, Inc. as Lessee, for the lease of certain hangar space at Atkinson Municipal Airport, commonly known as 3503 Airport Circle, Pittsburg, Kansas.

WHEREAS, Lessee no longer desires to rent the entire hangar as set forth in the Lease;

WHEREAS, Lessee desires to continue to lease the southern 80' x 90' portion of the subject hangar; and

WHEREAS, the Lessor has agreed to accommodate the Lessee's desire to reduce the amount of hangar space currently leased by Lessor.

NOW THEREFORE, it is hereby agreed by Lessee and Lessor as follows:

- 1) Lessee hereby leases from Lessor the south 80' x 90' of the hangar located at 3503 Airport Circle, Pittsburg, Kansas.
- 2) Lessee shall pay the sum of \$150.00 per month to Lessor as and for the Leasing of said hangar space, beginning on June 1st, 2025 and continuing on the 1st day of each and every month thereafter for sixty ( 60 ) months.
- 3) Lessee shall be solely responsible for the payment of all utilities for the reduced leased space.

All other terms, covenants, and agreements of the Lease are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum the 27th day of May, 2025.

Lessor:

City of Pittsburg, Kansas

By: \_\_\_\_\_  
Mayor, Dawn McNay

Lessee:

K.W. Brock Directories, Inc.

By: \_\_\_\_\_  
President-Debbie Brock

ATTEST:

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City Clerk-Tammy Nagel

ATTEST:

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Secretary



DEPARTMENT OF PUBLIC UTILITIES  
1506 N. Walnut · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

## Interoffice Memorandum

TO: DARON HALL  
City Manager

FROM: MATT BACON  
Director of Public Works & Utilities

DATE: May 19, 2025

SUBJECT: Agenda Item – May 27<sup>th</sup>, 2025  
Application for Outside Water Service

---

The City of Pittsburg has received an application for water service outside the corporate City limits. Robert Menchetti is requesting connection of water service to his property located at 1051 East 570<sup>th</sup> Avenue. This property is located on the south side of the road of East 570<sup>th</sup> Ave (East Atkinson Ave). The City's water main currently runs on the north side of road on East 570<sup>th</sup> Avenue across from the property.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 27<sup>th</sup>, 2025? Action necessary will be approval or disapproval of the application for water service.

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

Attachments: Application for Water Service Outside the City Corporate Limits  
Site Map

APPLICATION FOR WATER SERVICE OUTSIDE THE CITY OF PITTSBURG, KS CORPORATE LIMITS

PROPERTY OWNER(S) Robert Menchetti DATE 5-8-25  
TELEPHONE 620-249-5017 CURRENT ADDRESS 1059 EAST 570<sup>th</sup>

The undersigned owners hereby request water service to the following real estate:

Physical address: 1051 EAST 570<sup>th</sup>

Legal description of property:

As a prerequisite to the right to receive and to continue to receive water from the Pittsburg water system, the undersigned owners agree to the following:

1. To abide by and be subject to all ordinances, rules, and regulations pertaining to the delivery and use of water supplied by the City of Pittsburg.
2. To plat the above described real estate, or if in the opinion of the Governing Body said real estate cannot be properly platted until other adjacent areas are also platted, to execute an "Agreement to Plat", and to plat the above described real estate upon the written request of the Governing Body.
3. I hereby give consent to annexation of the above described real estate to the City of Pittsburg at the convenience of the Governing Body of the City of Pittsburg. This consent shall be binding upon the executors, administrators, grantees, heirs, trustees, successors, receivers, and assigns of the parties.
4. The agreements herein shall be deemed covenants running with the land and will be filed on record with the office of the Register of Deeds, Crawford County, Kansas.

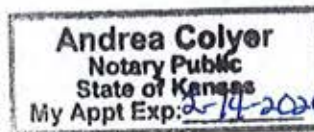
Property Owners

Robert Menchetti

STATE OF KANSAS)  
SS  
CRAWFORD COUNTY)

BE IT REMEMBERED, that on this 8<sup>th</sup> day of May, A.D., 2025, before me, the undersigned, a Notary Public, in and for the County and State afore-said, came Robert Menchetti and \_\_\_\_\_, who are personally known to me to be the same persons who executed the foregoing instrument and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal on the day and year last above written.



Andrea Colyer  
Notary Public

(Seal)  
My commission expires:

Recording fee paid and  
County zoning permit received \_\_\_\_\_  
(Date paid) (Amount)







**FROM:** Jeff W Bair, Director of Information Systems

**TO:** Daron Hall, City Manager

**DATE:** 5/9/2025

**SUBJECT:** Approval to enter into agreement with Tyler Technologies | Implementation of Cloud services

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We are requesting approval from the City Commission to enter into an agreement with Tyler Technologies to implement a service agreement for cloud-based Law Enforcement Record Management / CAD and mobile solutions. This solution would replace our existing on-premises record management solution. The integration of the County and Pitt State into the existing cloud offering will provide greater flexibility, security and a evergreen approach to keeping our platform up to date and ready for first responder situations. This will also reduce operational inefficiencies that go into maintaining multiple separate systems. This new solution would also be implemented with Tyler technologies and will migrate our existing information into a cloud-based solution.

The project would allow all parties to operate as one overall system, however, it would be separated into multiple independent tenants in the cloud. This will provide a simplified solution while providing cost savings and strengthened security for each participant in this solution.

**Cost:** \$43,500.00 one-time cost and \$68,482 annually. For a total year 1 cost of \$111,982. After the first year there will be an annual savings **around \$55,000.**

The implementation of this program is crucial for improving our law enforcement record management capabilities and ensuring continued operation and maintenance. It also addresses the limitations and challenges we face with our current system, ensuring we are equipped with a reliable and efficient tool for the future.

We appreciate your consideration and am willing to provide any additional information that you may have.

Sincerely,

**Jeff Bair**  
**Director of Information Systems**





## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc., and Client.

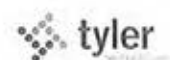
WHEREAS, Client and Tyler are parties to a Maintenance Support Agreement dated July 22, 2019, and a Software License Agreement dated July 24, 2014, which was further amended, collectively the (Original Agreement), under which Tyler provided Client with a license and support services to certain Tyler Software set forth therein; and

WHEREAS, Client and Tyler now desire to migrate the software products purchased under the Original Agreement and set forth in the Investment Summary from an on-premise installation to a SaaS installation, and to replace the Original Agreement with updated terms to reflect the ongoing nature of their relationship, under the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

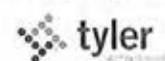
- **"Affiliated Organization"** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A under this Agreement. Permissible Affiliated Organizations are listed in Exhibit A.
- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Pittsburg, KS.
- **"Data"** means data uploaded or provided by you or your End Users through the use of the Tyler Software and necessary to utilize the Tyler Software. "Data" excludes Service Usage Data.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary, if any.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the last signature date set forth in the signature block.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.



- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"Service Usage Data"** means data and telemetry collected by us relating to your or your authorized users' use of the Tyler Software and/or SaaS Services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).
2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership.**
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and





anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

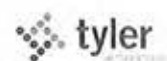
- 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

- 3.4 You understand and agree that we may collect and use Service Usage Data to perform the SaaS Services, and for our own purposes, including the purposes described below. We may use Service Usage Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) maintain the security of the Tyler Software and SaaS Services, (c) aggregate your Service Usage Data and combine it with that of other clients and their users, and (d) use anonymized or aggregated Service Usage Data for our research, analytics or other business purposes. Service Usage Data will not be disclosed to any third-party unless (i) it is anonymized and aggregated such that it does not identify you, your users or your Confidential Information or (ii) we have entered into a written agreement with such third-party to bind them to applicable legal requirements with respect to the Service Usage Data. You agree to notify your users of our collection and use of Service Usage Data, obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to our collection and use of Service Usage Data.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

6. SaaS Services.

- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.



- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 The data centers utilized under this Agreement have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 The data centers utilized under this Agreement are accessible only by authorized personnel with a unique key entry. All other visitors to such data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 7 Affiliated Organization for the Tyler Software.
- 7.1 Access by Affiliated Organizations. We will grant each Affiliated Organization access to the Tyler Software detailed in Exhibit A, in accordance with the terms of the Agreement, and each such Affiliated Organization must abide by the terms of the Agreement.
- 7.2 Affiliated Organization's access to the Tyler Software will be denied upon written notice from us that the applicable Affiliated Organization has violated the terms of this Agreement.

## **SECTION C – OTHER PROFESSIONAL SERVICES**

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.





2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
  - 9.2 provide support during our established support hours;
  - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 9.4 make available all releases to the Tyler Software (including updates and enhancements) that we make

generally available and deploy, without additional charge; and

- 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform any maintenance and support services remotely. For any on-premise clients or components, we currently use a third-party secure connectivity tool called BeyondTrust (formerly Bomgar), as well as GoToAssist by Citrix. You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and reasonable access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us.

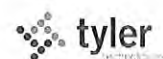
For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

#### **SECTION D – THIRD PARTY PRODUCTS**

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

#### **SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.



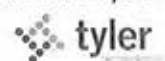


## SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. **Intellectual Property Infringement Indemnification.**
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
  - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
  - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler



Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO





**EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION H – GENERAL TERMS AND CONDITIONS**

1. Additional Products and Services. You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and



promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
23. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality

provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>, and to applicable provisions found in the current Twilio Terms of Service, available at <https://www.twilio.com/legal/tos>. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Pittsburg, KS

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

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

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

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

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

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

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

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

Address for Notices:

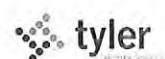
Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

City of Pittsburg  
P.O. Box  
Pittsburg, KS 66762  
Attention: \_\_\_\_\_

*With a copy to:*

Tyler Technologies, Inc.  
5101 Tennyson Parkway  
Plano, TX 75024  
Attention: Legal Department





**Exhibit A**  
**Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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**Sales Quotation For:**  
 Pittsburg Police Department  
 201 N Pine St  
 Pittsburg KS 66762-3819  
 Phone: +1 (620) 235-0400

Quoted By: Sherri Remington  
 Quote Expiration: 11/25/24  
 Quote Name: SaaS Flip Quote - Pittsburg only

#### Annual / SaaS

Description	Fee	Discount	Annual
Enterprise Public Safety			
Platform			
EPS Platform - Standard	\$ 29,342	\$ 0	\$ 29,342
Other			
Law Records Annual SaaS Fee	\$ 10,355	\$ 0	\$ 10,355
Field Reporting Annual SaaS Fee	\$ 11,739	\$ 0	\$ 11,739
Mobile Annual SaaS Fee	\$ 14,125	\$ 0	\$ 14,125
CAD Annual SaaS Fee	\$ 2,921	\$ 0	\$ 2,921

**TOTAL**

**\$ 68,482**

#### Services

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Cloud Migration Services	1	\$ 37,500	\$ 0	\$ 37,500

2024-475328-H3V2N6

CONFIDENTIAL

Page 1



\$ 37,500

TOTAL

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Discount	Total	Total Annual
Enterprise Public Safety					
Hardware					
Redundant VPN Appliance Bundle	1	\$ 6,000	\$ 0	\$ 6,000	\$ 0

TOTAL

\$ 6,000 \$ 0

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 68,482
Total Tyler Services	\$ 37,500	\$ 0
Total Third-Party Hardware, Software, Services	\$ 6,000	\$ 0
Summary Total	\$ 43,500	\$ 68,482



## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees, to include Third Party SaaS Services, for the initial term are set forth in the Investment Summary, and shall be invoiced in the following amounts:

	Year 1	Year 2	Year 3
Annual Fee	\$68,482.00	\$71,906.10	\$75,501.41
AWS Credit	-\$3,750.00	-\$2,250.00	
	\$64,732.00	\$69,656.10	\$75,501.41

Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. Beginning on the commencement of the initial term, Client shall no longer be required to pay annual maintenance and support fees under the Original Agreement.

2. Tyler Technologies and AWS are collaborating to empower public sector agencies with advancing digital transformation technologies. As part of this project, AWS is providing a one-time sponsorship credit of \$3,750.00 towards year 1 SaaS Fees, and \$2,250.00 towards Year 2 SaaS Fees. Please reach out to your Tyler Technologies account representative to receive further details on the collaboration between AWS and Tyler. Sponsorship credits expire at the end of each calendar year and may not be guaranteed in future years.
3. **Credit for Maintenance and Support Fees.** Client will receive a credit for any prepaid but unused maintenance and support fees payable under the Original Agreement as of the commencement of the initial term as set forth in Section F(1) of this Agreement.
4. **Professional Services.**
  - 4.1 The implementation and other professional services set forth in the Investment Summary shall be invoiced as delivered.
5. **Third Party Products.**



- 5.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 5.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software, (excluding Esri and Embedded Third Party Software), is invoiced when we make it available to you for downloading.
- 5.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 5.4 *Third Party SaaS*: Upon expiration of the initial term, pricing for subsequent years will be at the respective third party's then-current rates.
6. Expenses. The rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment**. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

**1. Air Travel**

**A. Reservations & Tickets**

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

**B. Baggage Fees**

Reimbursement of personal baggage charges are based on trip duration as follows:

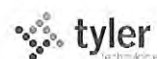
- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

**2. Ground Transportation**

**A. Private Automobile**

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the



current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

#### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

#### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

#### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

### 3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

###### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

###### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

#### 5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high

speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

#### 6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.





## Exhibit C Service Level Agreement

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

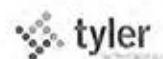
### III. Service Availability

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work



with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

#### IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

*\* Channel availability may be limited for certain applications.*

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

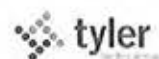
- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Emergency 24-hours per day, 7 days per week, telephone support is available for reporting Priority Level 1 Defects for Enterprise CAD only. After 9:00 p.m., the Enterprise CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation to assist the customer in triaging the incident. The incident will be escalated throughout our support apparatus until service is restored.





## Incident Handling

### *Incident Tracking*

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

\*Response and Resolution Targets may differ by product or business need

#### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

#### *Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

### Assumptions

For additional information, please visit <https://empower.tylertech.com/enterprise-public-safety-specifications.html>

### Affiliated Agencies

Crawford County Fire District No. 1/Baker Township  
Crawford County Sheriff

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	5/08/2025			197418		
C-CHECK	VOID CHECK	V	5/08/2025			197422		
C-CHECK	VOID CHECK	V	5/08/2025			197423		
C-CHECK	VOID CHECK	V	5/08/2025			197424		
C-CHECK	VOID CHECK	V	5/08/2025			197425		
C-CHECK	VOID CHECK	V	5/08/2025			197426		
C-CHECK	VOID CHECK	V	5/08/2025			197427		
C-CHECK	VOID CHECK	V	5/08/2025			197428		
C-CHECK	VOID CHECK	V	5/15/2025			197460		
C-CHECK	VOID CHECK	V	5/15/2025			197461		
C-CHECK	VOID CHECK	V	5/15/2025			197470		
C-CHECK	VOID CHECK	V	5/15/2025			197471		
C-CHECK	VOID CHECK	V	5/15/2025			197472		
C-CHECK	VOID CHECK	V	5/15/2025			197473		
C-CHECK	VOID CHECK	V	5/15/2025			197474		
C-CHECK	VOID CHECK	V	5/15/2025			197475		
C-CHECK	VOID CHECK	V	5/15/2025			197477		
C-CHECK	VOID CHECK	V	5/15/2025			197478		

* * 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:	18 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	
TOTAL ERRORS:	0			

VENDOR SET: 99 BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		18	0.00	0.00	0.00
BANK:	TOTALS:	18	0.00	0.00	0.00



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1478	KANSASLAND TIRE #1828	E	5/09/2025			026028		44.94
6059	CBIZ BENEFITS & INSURANCE SERV	E	5/09/2025			026029		6,747.32
6528	GALE GROUP/CENGAGE	E	5/09/2025			026030		375.87
8232	BAYSINGERS POLICE SUPPLY INC	E	5/09/2025			026031		15.00
8237	BETTIS ASPHALT & CONST INC	E	5/09/2025			026032		4,496.21
8528	SARANN AUTO LEASING, INC.	E	5/09/2025			026033		2,230.96
8699	SCHILTZ LAWN AND GARDEN LLC	E	5/09/2025			026034		890.00
8737	EK ENTERPRISE	E	5/09/2025			026035		451.00
8782	ED MILLER AUTO SUPPLY	E	5/09/2025			026036		1,292.36
8882	FIRST RESPONDER OUTFITTERS, IN	E	5/09/2025			026037		540.45
8940	RDF SW MISSOURI, LLC	E	5/09/2025			026038		3,445.32
9040	MERCY HOSPITAL PITTSBURG, INC	E	5/09/2025			026039		45.45
9048	PACE LIVE CORPORATION	E	5/09/2025			026040		26,821.05
0044	CRESTWOOD COUNTRY CLUB	E	5/09/2025			026041		1,364.49
0046	ETTINGERS OFFICE SUPPLY	E	5/09/2025			026042		988.49
0054	JOPLIN SUPPLY COMPANY	E	5/09/2025			026043		482.34
0055	JOHN'S SPORT CENTER, INC.	E	5/09/2025			026044		149.99
0087	FORMS ONE, LLC	E	5/09/2025			026045		1,363.42
0101	BUG-A-WAY INC	E	5/09/2025			026046		280.00
0133	JIM RADELL CONSTRUCTION COMPAN	E	5/09/2025			026047		16,650.68
0194	KANSAS STATE TREASURER	E	5/09/2025			026048		2,330.11
0199	KIRKLAND WELDING SUPPLIES	E	5/09/2025			026049		141.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0207	PEPSI-COLA BOTTLING CO OF PITT	E	5/09/2025			026050		514.85
0276	JOE SMITH COMPANY, INC.	E	5/09/2025			026051		323.49
0328	KANSAS ONE-CALL SYSTEM, INC	E	5/09/2025			026052		327.18
0335	CUSTOM AWARDS, LLC	E	5/09/2025			026053		25.00
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	5/09/2025			026054		5,250.00
0597	CORNEJO & SONS LLC	E	5/09/2025			026055		250.02
0659	PAYNES INC	E	5/09/2025			026056		203.00
0746	CDL ELECTRIC COMPANY INC	E	5/09/2025			026057		42,355.44
1792	B&L WATERWORKS SUPPLY, LLC	E	5/09/2025			026058		2,615.90
2005	GALLS PARENT HOLDINGS, LLC	E	5/09/2025			026059		259.23
2035	O'BRIEN ROCK CO., INC.	E	5/09/2025			026060		1,083.75
2126	BUILDING CONTROLS & SERVICE IN	E	5/09/2025			026061		529.32
2921	DATAPROSE LLC	E	5/09/2025			026062		5,185.82
2960	PACE ANALYTICAL SERVICES LLC	E	5/09/2025			026063		935.60
2994	COMMERCIAL AQUATIC SERVICE INC	E	5/09/2025			026064		798.96
4307	HENRY KRAFT, INC.	E	5/09/2025			026065		842.77
5014	MID-AMERICA SANITATION INC.	E	5/09/2025			026066		483.42
5317	ULINE	E	5/09/2025			026067		189.16
5420	AQUIONICS INC	E	5/09/2025			026068		2,931.41
5640	WELLPATH LLC	E	5/09/2025			026069		54.00
5791	HOSPITAL DISTRICT #1 OF CRAWFO	E	5/09/2025			026070		156.20
5855	STERICYCLE, INC.	E	5/09/2025			026071		202.79

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6060	UNIQUE METAL FABRICATIONS INC	E	5/09/2025			026072		1,500.00
6175	HENRY C MENGHINI	E	5/09/2025			026073		269.80
6198	CHARLES HOSMAN	E	5/09/2025			026074		1,000.00
6851	SCHULTE SUPPLY INC	E	5/09/2025			026075		2,201.76
7023	BLEVINS ASPHALT CONSTRUCTION C	E	5/09/2025			026076		6,423.90
7127	UNIQUE MANAGEMENT SERVICES, IN	E	5/09/2025			026077		23.30
7407	LIMELIGHT MARKETING LLC	E	5/09/2025			026078		660.00
7620	POMP'S TIRE SERVICE INC	E	5/09/2025			026079		4,066.66
7629	EARLES ENGINEERING & INSPECTIO	E	5/09/2025			026080		19,714.00
7793	QUEENB TELEVISION OF KANSAS/MI	E	5/09/2025			026081		1,500.00
8046	CONVERGEONE, INC.	E	5/09/2025			026082		5,330.75
8147	CHEM-AQUA, INC.	E	5/09/2025			026083		466.65
8200	PLUNKETT'S PEST CONTROL INC	E	5/09/2025			026084		1,007.65
8325	FLEET FUELS LLC	E	5/09/2025			026085		849.95
8337	BLACKSTONE AUDIO, INC.	E	5/09/2025			026086		174.35
8457	PENSKE COMMERCIAL VEHICLES US,	E	5/09/2025			026087		71.96
8649	UPLINK, LLC	E	5/09/2025			026088		22,589.31
8680	POINT FORWARD INC.	E	5/09/2025			026089		35,119.00
8879	DEREK MCNAUGHT	E	5/09/2025			026090		50.00
0583	DICKINSON INDUSTRIES INC	E	5/15/2025			026091		34,801.39
0551	A-7 AUSTIN, LTD	E	5/16/2025			026092		230.14
1478	KANSASLAND TIRE #1828	E	5/16/2025			026093		1,031.66

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7567	MERIDIAN OIL & EQUIPMENT LLC	E	5/16/2025			026094		1,364.71
7994	ASBELL TRUCKING INC	E	5/16/2025			026095		42,670.12
8202	PETROLEUM TRADERS CORPORATION	E	5/16/2025			026096		21,059.16
8237	BETTIS ASPHALT & CONST INC	E	5/16/2025			026097		39,801.17
8467	WASTE CORPORATION OF KANSAS, L	E	5/16/2025			026098		8,759.20
8699	SCHILTZ LAWN AND GARDEN LLC	E	5/16/2025			026099		295.00
8708	NOTCH 8, LLC	E	5/16/2025			026100		20,963.49
8724	ASSURED PARTNERS CAPITAL, INC	E	5/16/2025			026101		3,750.00
8782	ED MILLER AUTO SUPPLY	E	5/16/2025			026102		197.91
9055	PRECISION CUTTING & CORING, LL	E	5/16/2025			026103		2,500.00
9066	JEST MURDER MYSTERY CO LLC	E	5/16/2025			026104		745.00
9067	NVISIONKC, LLC	E	5/16/2025			026105		10,050.40
9068	LAW ENFORCEMENT AND NARCOTICS	E	5/16/2025			026106		818.00
0046	ETTINGERS OFFICE SUPPLY	E	5/16/2025			026107		379.81
0054	JOPLIN SUPPLY COMPANY	E	5/16/2025			026108		1,504.47
0133	JIM RADELL CONSTRUCTION COMPAN	E	5/16/2025			026109		8,093.28
0272	BO'S 1 STOP INC	E	5/16/2025			026110		258.30
0292	UNIFIRST CORPORATION	E	5/16/2025			026111		54.89
0577	KANSAS GAS SERVICE	E	5/16/2025			026112		3,254.53
0583	DICKINSON INDUSTRIES INC	E	5/16/2025			026113		538.97
0659	PAYNES INC	E	5/16/2025			026114		110.00
0709	PURVIS INDUSTRIES LLC	E	5/16/2025			026115		46.20



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0866	AVFUEL CORPORATION	E	5/16/2025			026116		19,518.95
1075	COASTAL ENERGY CORP	E	5/16/2025			026117		1,985.75
1141	THE G W VAN KEPPEL COMPANY	E	5/16/2025			026118		467.64
1792	B&L WATERWORKS SUPPLY, LLC	E	5/16/2025			026119		2,201.00
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	5/16/2025			026120		3,071.34
2960	PACE ANALYTICAL SERVICES LLC	E	5/16/2025			026121		2,060.70
5014	MID-AMERICA SANITATION INC.	E	5/16/2025			026122		253.06
5640	WELLPATH LLC	E	5/16/2025			026123		72.00
5791	HOSPITAL DISTRICT #1 OF CRAWFO	E	5/16/2025			026124		162.94
6402	BEAN'S TOWING & AUTO BODY	E	5/16/2025			026125		550.00
6851	SCHULTE SUPPLY INC	E	5/16/2025			026126		485.76
7480	RODGER PETRAIT	E	5/16/2025			026127		50.00
7620	POMP'S TIRE SERVICE INC	E	5/16/2025			026128		2,135.62
7629	EARLES ENGINEERING & INSPECTIO	E	5/16/2025			026129		8,220.10
7655	HW ACQUISITIONS, PA	E	5/16/2025			026130		2,122.20
7667	BRENT'S ELECTRIC, LLC	E	5/16/2025			026131		276.64
7839	VISION SERVICE PLAN INSURANCE	E	5/16/2025			026132		2,168.58
8103	ANDY ROBERTS	E	5/16/2025			026133		6.00
8457	PENSKE COMMERCIAL VEHICLES US,	E	5/16/2025			026134		4,077.76
8605	WOODRIVER ENERGY LLC	E	5/16/2025			026135		1,196.67
8629	DAVID LEON GIEFER	E	5/16/2025			026136		24.00
8729	NATHAN HUGHES	E	5/16/2025			026137		75.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8732	BRANDON SPEAR	E	5/16/2025			026138		125.00
8879	DEREK MCNAUGHT	E	5/16/2025			026139		225.00
9071	DERINGER, MASON	E	5/16/2025			026140		220.00
0516	AMERICAN CONCRETE CO INC	R	5/08/2025			197402		7,183.00
7929	ARROWHEAD SCIENTIFIC, INC	R	5/08/2025			197403		434.65
5480	BITNER MOTORS	R	5/08/2025			197404		280.90
6545	CENTER POINT INC	R	5/08/2025			197405		129.20
33516	CITY OF PITTSBURG	R	5/08/2025			197406		100.00
33516	CITY OF PITTSBURG	R	5/08/2025			197407		200.00
33516	CITY OF PITTSBURG	R	5/08/2025			197408		100.00
33516	CITY OF PITTSBURG	R	5/08/2025			197409		200.00
33516	CITY OF PITTSBURG	R	5/08/2025			197410		100.00
33516	CITY OF PITTSBURG	R	5/08/2025			197411		200.00
5759	COMMUNITY HEALTH CENTER OF SEK	R	5/08/2025			197412		7,550.32
4263	COX COMMUNICATIONS KANSAS LLC	R	5/08/2025			197413		125.96
4263	COX COMMUNICATIONS KANSAS LLC	R	5/08/2025			197414		708.63
4263	COX COMMUNICATIONS KANSAS LLC	R	5/08/2025			197415		445.80
4263	COX COMMUNICATIONS KANSAS LLC	R	5/08/2025			197416		96.54
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	5/08/2025			197417		2,009.94
5857	CREATIVE PRODUCT SOURCING INC	R	5/08/2025			197419		54.33
1	DAVIS, ALYSSA	R	5/08/2025			197420		100.00
8791	ENTERPRISE FM TRUST	R	5/08/2025			197421		90,946.79

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4636	EVERGY KANSAS CENTRAL INC. (HA	R	5/08/2025			197429		564.00
1108	EVERGY KANSAS CENTRAL INC	R	5/08/2025			197430		2.71
0118	FED EX	R	5/08/2025			197431		9.13
8488	FIRE MASTER FIRE EQUIPMENT, IN	R	5/08/2025			197432		680.95
8545	FORTLINE, INC	R	5/08/2025			197433		1,760.00
8966	TIMOTHY FOXWELL	R	5/08/2025			197434		1,000.00
8935	CURTISS E & KRIS HEMBY	R	5/08/2025			197435		451.75
1	HANCHOR, TOKJELA	R	5/08/2025			197436		250.00
1	HERNDUN, DEBRA	R	5/08/2025			197437		100.00
1	LONGAN, DAVE	R	5/08/2025			197438		150.00
8505	PITTSBURG PUBLISHING COMPANY,	R	5/08/2025			197439		507.35
8507	PITTSBURG PUBLISHING COMPANY,	R	5/08/2025			197440		96.96
1	OTTER, CINDY	R	5/08/2025			197441		100.00
0187	PITTSBURG ROTARY CLUB	R	5/08/2025			197442		1,450.00
6536	POLYDYNE INC	R	5/08/2025			197443		5,850.00
0175	REGISTER OF DEEDS	R	5/08/2025			197444		21.00
8118	FRANK E ROBISON	R	5/08/2025			197445		200.00
6372	SATTERLEE MECHANICAL CONTRACTI	R	5/08/2025			197446		1,747.20
6377	SOUTHEAST KANSAS RECYCLING CEN	R	5/08/2025			197447		50.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	5/08/2025			197448		1,000.00
8872	TOTAL COMMUNICATIONS, INC.	R	5/08/2025			197449		277.50
0093	US POST OFFICE	R	5/08/2025			197450		382.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8657	VERIZON CONNECT FLEET USA LLC	R	5/08/2025			197451		1,161.54
5589	CELLCO PARTNERSHIP	R	5/08/2025			197452		97.79
1	WHITE, JANET	R	5/08/2025			197453		100.00
1	WOOLS, ASHLYN	R	5/08/2025			197454		100.00
8222	BLACK DOG PRODUCTIONS LLC	R	5/08/2025			197455		930.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	5/15/2025			197456		73.80
6126	AMERICAN LAW ENFORCEMENT RADAR	R	5/15/2025			197457		495.00
7662	ARCHIVESOCIAL, INC.	R	5/15/2025			197458		7,547.40
0523	AT&T	R	5/15/2025			197459		15,658.36
5480	BITNER MOTORS	R	5/15/2025			197462		72.23
5966	BERRY COMPANIES, INC.	R	5/15/2025			197463		593.45
8278	GERSON BOCANEGRA	R	5/15/2025			197464		25.00
4051	TOBY BOOK	R	5/15/2025			197465		74.78
7279	CLAYTON HOLDINGS, LLC	R	5/15/2025			197466		156,347.38
7279	CLAYTON HOLDINGS, LLC	R	5/15/2025			197467		64,043.32
7838	CLELAND MASONRY, INC	R	5/15/2025			197468		3,600.00
5759	COMMUNITY HEALTH CENTER OF SEK	R	5/15/2025			197469		2,320.00
7657	COPY PRODUCTS, INC.	R	5/15/2025			197476		1,373.00
4263	COX COMMUNICATIONS KANSAS LLC	R	5/15/2025			197479		83.21
7493	EMERY SAPP & SONS INC	R	5/15/2025			197480		10,052.03
8430	EQUIPMENTSHARE.COM, INC	R	5/15/2025			197481		907.85
8545	FORTLINE, INC	R	5/15/2025			197482		36,000.00



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8966	TIMOTHY FOXWELL	R	5/15/2025			197483		4,800.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	5/15/2025			197484		1,056.50
6201	KANSAS IMAGING CONSULTANTS	R	5/15/2025			197485		15.41
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	5/15/2025			197486		381.92
0033	LOU'S GLOVES	R	5/15/2025			197487		396.00
7945	LUCKY-BUT LAWN CARE, LLC	R	5/15/2025			197488		924.92
1	MAPLES, JOSIE	R	5/15/2025			197489		15.00
8460	MARMIC FIRE AND SAFETY	R	5/15/2025			197490		219.16
1	MAYHEW, JOY	R	5/15/2025			197491		60.00
7697	MARTIN MEDINA	R	5/15/2025			197492		720.00
8945	MURPHY GENERATIONS FARM	R	5/15/2025			197493		7.00
5732	NATES LAWN AND LANDSCAPE INC	R	5/15/2025			197494		50,000.00
8572	GOVERNMENTJOBS.COM, INC	R	5/15/2025			197495		27,925.40
1	NEWBY, KEVIN	R	5/15/2025			197496		250.00
5589	CELLCO PARTNERSHIP	R	5/15/2025			197497		369.56
9072	CRYSTAL L THOMPSON	R	5/15/2025			197498		165.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	79	516,578.62	0.00	516,578.62
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	113	494,712.31	0.00	494,712.31
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00	
		VOID CREDITS	0.00	
			0.00	

TOTAL ERRORS: 0

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
			NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT		
VENDOR SET: 99	BANK: 80144	TOTALS:	192	1,011,290.93	0.00	1,011,290.93		
BANK: 80144	TOTALS:		192	1,011,290.93	0.00	1,011,290.93		
REPORT TOTALS:			192	1,011,290.93	0.00	1,011,290.93		

Passed and Approved this 27th day of May, 2027.

Dawn McNay, Mayor

Attest:

Tammy Nagel, City Clerk



# MEMO

- ☐ Overnight
- ☐ Regular Mail
- ☐ Hand Delivery
- ☐ Other: \_\_\_\_\_

<b>To:</b>	City of Pittsburg, Kansas Attn: Mr. Jay Byers
<b>From:</b>	Brian Coomes, PE
<b>RE:</b>	Award of Bids to Emery Sapp & Sons, Inc. Approval of Amendment 1 for Construction Engineering Services Approval of Utility Relocation Agreements Application of FAA Grant <i>Reconstruction of Corporate Taxiway and City Taxilane &amp; Rehabilitation of Connector Taxiway</i> Atkinson Municipal Airport
<b>Date:</b>	May 22, 2025
<b>Project #:</b>	023-07433
<b>Phase:</b>	
<b>Task:</b>	

Mr. Byers,

Olsson recommends adding the following items for consideration on the May 27<sup>th</sup>, 2025 Regular City Commission Agenda. The items are associated with a planned improvement at the Atkinson Municipal Airport to Reconstruct the Partial Parallel Taxiway to Runway 4/22, Reconstruct the City Hangar Taxilane, and Rehabilitate the East-West Connector Taxiway. The City received a grant for design and bid phase services in August 2024. The design phase has been completed, and we have received bids for the proposed improvements.

## **Item 1:**

Please add an item to authorize the City Staff to sign and apply for the FAA Grant for AIP & IJA-AIG Project Numbers 3-20-0069-024-2025 & 3-20-0069-026-2025 and furthermore authorize City Staff and the City Attorney to sign and accept the forthcoming FAA grant offer for aforementioned projects. The grant will provide for \$2,215,000.00 of federal funds for the completion of the Construction, Construction Engineering and Close-Out services, Utility relocations, and various administrative costs associated with the Taxiway project. The grant covers 95% of the costs. The resulting 5% local share will be \$116,580.

## **Item 2:**

Please add an item to consider award of the construction contract to Emery Sapp & Sons, Inc. of Springfield, MO for the Base Bid + Alternate Bid 1 + Alternate Bid 2 in the amount of \$2,056,701.12, pending FAA concurrence and successful receipt of grant. Alternate Bid 3 was not eligible for federal funds. Due to local funding limitations, it is our understanding that this alternate will not be awarded. If desired for award, the City's share would be the full \$250,409.04 associated with that Alternate 3. Olsson's recommendation of award letter and FAA concurrence of award is attached for reference.

**Item 3:**

Please add an item to consider approval of the proposed Amendment No. 1 to Agreement for Consulting Services with Olsson, Inc. for Construction Phase and Close-Out Phase services associated with the project, pending FAA concurrence and successful receipt of grant. The proposed total cost of the Construction Phase and Close-Out Phase services is \$217,400.00. An Independent Fee Estimate (IFE) was performed by Airport IFE Services, Inc. in 2024 in accordance with FAA requirements. The proposed amendment and Record of Negotiations are attached for reference.

**Item 4:**

Please add an item to consider approval of a Utility Relocation Agreement with Cox Communications Kansas, LLC, a Delaware limited liability company for the relocation of communication lines serving the west hangar row. Relocation of these facilities are required to facilitate grading with the City Hangar Taxilane reconstruction, and costs associated with the relocation are eligible for 95% reimbursement by the FAA grant.

**Item 5:**

Please add an item to consider approval of a Utility Relocation Agreement with Evergy Kansas South, of Topeka, Kansas for the relocation of power service and a transformer serving the west hangar row. Relocation of these facilities are required to facilitate grading with the City Hangar Taxilane reconstruction, and costs associated with the relocation are eligible for 95% reimbursement by the FAA grant.

Olsson is happy to answer any questions associated with these items.

Kind Regards,

*Brian Coomes*



**U.S. Department of Transportation  
Federal Aviation Administration  
FAA Central Region**

**PRELIMINARY PROJECT COST ESTIMATE SUMMARY (Construction Grant)**

**Base Bid + Alternate Bid No. 1 + Alternate Bid No. 2**

**Atkinson Municipal Airport - Pittsburg Kansas**

**3-20-0069-024 & 026**

<b>PROJECT ITEMS</b>	<b>Total Costs</b>	<b>Ineligible</b>	<b>AIP Eligible</b>
<b>ADMINISTRATION:</b>			
1. Newspaper Ad	\$ 0.00	\$ 0.00	\$ 0.00
2. Shipping and Mailing	\$ 1,000.00	\$ 0.00	\$ 1,000.00
3. Independent Estimates	\$ 2,000.00	\$ 0.00	\$ 2,000.00
4. Legal Expenses	\$ 1,500.00	\$ 0.00	\$ 1,500.00
5. Approved Misc. Expenses	\$ 3,478.00	\$ 0.00	\$ 3,478.00
6. Every Transformer Relocation	\$ 33,000.00	\$ 0.00	\$ 33,000.00
7. Cox Communication Line & Pedestal Relocation	\$ 16,500.00	\$ 0.00	\$ 16,500.00
<b>ENGINEERING</b>			
1. Design Phase (incl. Geotech)	\$ 0.00	\$ 0.00	\$ 0.00
2. Geotech	\$ 0.00	\$ 0.00	\$ 0.00
3. Bidding	\$ 0.00	\$ 0.00	\$ 0.00
4. Construction	\$ 208,600.00	\$ 0.00	\$ 208,600.00
5. Close Out	\$ 8,800.00	\$ 0.00	\$ 8,800.00
<b>FORCE ACCOUNT (Prior FAA Approval Required)</b>			
1. Design	\$ 0.00	\$ 0.00	\$ 0.00
2. Construction Observation	\$ 0.00	\$ 0.00	\$ 0.00
3. Construction Development	\$ 0.00	\$ 0.00	\$ 0.00
<b>CONSTRUCTION</b>			
Contractor			
1. Base Bid Construction Costs	\$ 1,678,266.39	\$ 0.00	\$ 1,678,266.39
2. Alt. Bid No. 1 Construction Costs	\$ 293,865.43	\$ 0.00	\$ 293,865.43
3. Alt. Bid No. 2 Construction Costs	\$ 84,569.30	\$ 0.00	\$ 84,569.30
4. Alt. Bid No. 3 Construction Costs	\$ 0.00	\$ 0.00	\$ 0.00
5. Change Orders	\$ 0.00	\$ 0.00	\$ 0.00
6. Final Quantity Adjustment	\$ 0.00	\$ 0.00	\$ 0.00
7. Liquidated Damages	\$ 0.00	\$ 0.00	\$ 0.00
<b>FAA FLIGHT CHECK</b>			
1. Flight Check	\$ 0.00	\$ 0.00	\$ 0.00
2. Correspondence	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTALS</b>	\$ 2,331,579.12	\$ 0.00	\$ 2,331,579.12
<b>AIP-NPE / AIG-BIL FEDERAL SHARE 95%</b>			\$ 2,215,000.16
<b>FINAL FEDERAL SHARE (Round down to Nearest Whole Dollar)</b>			\$ 2,215,000.00
<b>SPONSOR SHARE OF ELIGIBLE COSTS 5%</b>			\$ 116,579.12

*This form shows typical information required of a final project cost summary. Sponsors and Consultants may modify this form as necessary to better reflect the specific project costs.*

## Application for Federal Assistance SF-424

\*1. Type of Submission:

☐ Preapplication

☒ Application

☐ Changed/Corrected Application

\*2. Type of Application

☒ New

☐ Continuation

☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify)

\*3. Date Received:

4. Applicant Identifier:

KPTS

5a. Federal Entity Identifier:

3-20-0069-024-2025 / 3-20-0069-026-2025

\*5b. Federal Award Identifier:

### State Use Only:

6. Date Received by State:

7. State Application Identifier:

### 8. APPLICANT INFORMATION:

\*a. Legal Name: City of Pittsburg, Kansas

\*b. Employer/Taxpayer Identification Number (EIN/TIN):

48-6041003

\*c. UEI:

XNPHHQ8RAQH1

### d. Address:

\*Street 1: 201 W. 4th Street

Street 2:

\*City: Pittsburg

County/Parish:

\*State: KS

\*Province:

\*Country: USA: United States

\*Zip / Postal Code 66762-4701

### e. Organizational Unit:

Department Name:

City of Pittsburg, Kansas

Division Name:

Atkinson Municipal Airport

### f. Name and contact information of person to be contacted on matters involving this application:

Prefix: \*First Name: Jay

Middle Name:

\*Last Name: Byers

Suffix:

Title:

Organizational Affiliation:

\*Telephone Number: (620)230-5685

Fax Number:

\*Email: jay.byers@pittks.org

**Application for Federal Assistance SF-424****\*9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

\*Other (Specify)

**\*10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**\*12. Funding Opportunity Number:**

3-20-0069-024 / 026-2025

\*Title:

024/026 - Reconstruct Partial Parallel TWY to 4/22, Reconstruct City TL, Rehab TWY w Sealcoat - Construction Only

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):****\*15. Descriptive Title of Applicant's Project:**

AIP 024 / IJJA-AIG 026 - Construction for Reconstruct Partial Parallel Taxiway to 4/22, Reconstruct City Taxilane, Rehabilitate Taxiway w/ Sealcoat

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\*a. Applicant: KS-002

\*b. Program/Project: KS-002

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\*a. Start Date: 08/01/2025

\*b. End Date: 12/31/2026

**18. Estimated Funding (\$):**

*a. Federal	\$ 2,215,000
*b. Applicant	\$ 116,580
*c. State	\$ 0
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 2,331,580

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

**\*20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: \_\_\_\_\_ \*First Name: Jay \_\_\_\_\_

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

\*Last Name: Byers \_\_\_\_\_

Suffix: \_\_\_\_\_

\*Title: Assistant City Manager

\*Telephone Number: (620)230-5685

Fax Number:

\* Email: jay.byers@pittks.org

\*Signature of Authorized Representative:

55

\*Date Signed:



## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

<b>Part II - SECTION A</b>	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, 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 Sponsor, 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 Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Pittsburg, Kansas holds fee simple title to 494.020 acres. The City also holds avigation easements to 27.828 acres. With these land parcels, the Atkinson Municipal Airport has reasonable land use control of airport property and land in the vicinity. The land use surrounding the airport is agricultural and commercial/industrial in nature

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

No Public Meeting Required

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Agreed as applicable

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The City of Pittsburgh maintains property interest for this project site as depicted within the property data table on the Exhibit "A" dated 5/23/2012.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

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<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.



## PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 57,479
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			217,400
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			2,056,701
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			\$ 2,331,580
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			2,331,580
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			\$ 2,331,580
19. Federal Share requested of Line 18			2,215,000
20. Grantee share			116,580
21. Other shares			0
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			\$ 2,331,580

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	116,580
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	\$ 116,580
25. Other Shares	Amount
a. State	
b. Other	
c. <b>TOTAL</b> - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	<b>\$ 116,580</b>

SECTION E – REMARKS (Attach sheets if additional space is required)
<p>Administration and design costs were included in grant 3-20-0069-025-2024.</p> <p>Anticipated federal funding split is through AIP - \$1,191,500 and IIJA-AIG - \$1,023,500</p>

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

**PROJECT:** 3-20-0069-024-2025 & 3-20-0069-026-2025

**AIRPORT:** Atkinson Municipal Airport

**1. Objective:**

Reconstruct partial parallel taxiway to Runway 4/22 (from RWY 4 end to the east/west connector, including the turnaround). This will include the reconstruction of the Medium Intensity Taxiway Lighting (MITLs). Reconstruct taxilane and ramp to the City Hangar. Rehabilitate connector taxiway from RWY 35 to RWY 4/22 with crack repair and sealcoat.

**2. Benefits Anticipated:**

The existing pavement has reached the end of its useful life. The proposed project will replace the deteriorated pavement and markings.

**3. Approach:** (See approved Scope of Work in Final Application)

Survey, Geotechnical Engineering, and Design Engineering services were completed in 2024. Bids were received in April of 2025. Construction will be completed in Summer of 2025, pending a successful construction grant award. Construction will be completed in accordance with the plans and specifications.

**4. Geographic Location:**

Atkinson Municipal Airport, Pittsburg, Crawford County, Kansas

**5. If Applicable, Provide Additional Information:**

**6. Sponsor's Representative:** (include address & telephone number)

Jay Byers - City of Pittsburg (620)230-5685  
201 W. 4th Street  
Pittsburg, Kansas 66762

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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor: City of Pittsburg, Kansas

Airport: Atkinson Municipal Airport

Project Number: 3-20-0069-024 / 026-2025

Description of Work: AIP 024 / IJJA-AIG 026 - Construction for Reconstruct Partial Parallel Taxiway to 4/22, Reconstruct City Taxilane, Rehabilitate Taxiway w/ Sealcoat

### Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).  
☒ Yes   ☐ No   ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes   ☐ No   ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).  
☒ Yes   ☐ No   ☐ N/A



4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).  
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).  
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
  - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
  - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).  
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
  - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
  - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
  - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
  - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
  - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).  
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

#### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this                      day of                      ,                      .

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Jay Byers

Title of Sponsor's Authorized Official: Assistant City Manager

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: City of Pittsburg, Kansas

Airport: Atkinson Municipal Airport

Project Number: 3-20-0069-024 / 026-2025

Description of Work: AIP 024 / IJA-AIG 026 - Construction for Reconstruct Partial Parallel Taxiway to 4/22,  
Reconstruct City Taxilane, Rehabilitate Taxiway w/ Sealcoat

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes   ☐ No   ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes   ☐ No   ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location: Atkinson Municipal Airport

Address: 3510 Airport Drive; Pittsburg, KS 66762

**Location 2 (if applicable)**

Name of Location: City of Pittsburg City Hall

Address: 201 W. 4th Street; Pittsburg, KS 66762

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Jay Byers

Title of Sponsor's Authorized Official: Assistant City Manager

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: City of Pittsburg, Kansas

Airport: Atkinson Municipal Airport

Project Number: 3-20-0069-024 / 026-2025

Description of Work: AIP 024 / IJJA-AIG 026 - Construction for Reconstruct Partial Parallel Taxiway to 4/22,  
Reconstruct City Taxilane, Rehabilitate Taxiway w/ Sealcoat

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes   ☐ No   ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes   ☐ No   ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes   ☐ No   ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
  - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
  - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes   ☐ No   ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - c. Publicly opened at a time and place prescribed in the invitation for bids; and
  - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes   ☐ No   ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
  - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes   ☐ No   ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☒ Yes   ☐ No   ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

#### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this                day of                ,                .

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Jay Byers

Title of Sponsor's Authorized Official: Assistant City Manager

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Pittsburg, Kansas

Airport: Atkinson Municipal Airport

Project Number: 3-20-0069-024 / 026-2025

Description of Work: AIP 024 / IJJA-AIG 026 - Construction for Reconstruct Partial Parallel Taxiway to 4/22,  
Reconstruct City Taxilane, Rehabilitate Taxiway w/ Sealcoat

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

☒ Yes   ☐ No   ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

☒ Yes   ☐ No   ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).  
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).  
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).  
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).  
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).  
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).  
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).  
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).  
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)  
☐ Yes ☐ No ☒ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.  
☒ Yes ☐ No ☐ N/A



b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

#### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Jay Byers

Title of Sponsor's Authorized Official: Assistant City Manager

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Pittsburg, Kansas

Airport: Atkinson Municipal Airport

Project Number: 3-20-0069-024 / 026-2025

Description of Work: AIP 024 / IJJA-AIG 026 - Construction for Reconstruct Partial Parallel Taxiway to 4/22,  
Reconstruct City Taxilane, Rehabilitate Taxiway w/ Sealcoat

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
☒ Yes   ☐ No   ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☒ Yes   ☐ No   ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes   ☐ No   ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes   ☐ No   ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- ☒ Yes   ☐ No   ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes   ☐ No   ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes   ☐ No   ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes   ☐ No   ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- ☒ Yes   ☐ No   ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes   ☐ No   ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes   ☐ No   ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes   ☐ No   ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this                      day of                      ,                      .

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Jay Byers

Title of Sponsor's Authorized Official: Assistant City Manager

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Certification and Disclosure Regarding Potential Conflicts of Interest

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Pittsburg, Kansas

Airport: Atkinson Municipal Airport

Project Number: 3-20-0069-024 / 026-2025

Description of Work: AIP 024 / IIJA-AIG 026 - Construction for Reconstruct Partial Parallel Taxiway to 4/22,  
Reconstruct City Taxilane, Rehabilitate Taxiway w/ Sealcoat

#### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

#### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Jay Byers

Title of Sponsor's Authorized Official: Assistant City Manager

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.





April 16, 2025

City of Pittsburg  
Attn: Jay Byers  
201 W. 4<sup>th</sup> Street  
Pittsburg, Kansas 66762

RE: Atkinson Municipal Airport  
Pittsburg, Kansas  
AIP Project No. 3-20-0069-024 / 026  
Olsson No. 023-07433  
Contract Award

Mr. Byers,

On April 15, 2025, two bids were opened for this project. The bidders and their bid amounts are listed below and on the attached bid tabulation.

	Emery Sapp & Sons Springfield, MO	Amino Brothers Co., Inc. Kansas City, KS	Engineer's Estimate
Base Bid	\$1,678,266.39	\$2,836,629.90	\$1,557,189.00
Alternate Bid No. 1	\$293,865.43	\$584,030.40	\$246,808.25
Alternate Bid No. 2	\$84,569.30	\$80,559.90	\$84,314.25
Alternate Bid No. 3	\$250,409.04	\$524,740.35	\$232,098.50

No errors in calculations were found in the bid proposals.

Emery Sapp & Sons, Inc. of Springfield, MO was the low bidder. Their bid amount was 7.8% more than the engineer's estimate for the Base Bid only, 9.3% more than the estimate for the Base Bid + Alt Bid 1, 8.9% more than the estimate for the Base Bid + Alt Bid 1 + Alt Bid 2, and 8.8% more than the estimate for the Base Bid + Alt Bid 1 + Alt Bid 2 + Alt Bid 3.

When evaluating Emery Sapp & Sons' proposal by each individual bid item, it was identified that the primary cause of the high bid are the costs for bid items 16 and 112 - P-501 6" Concrete Pavement. The engineer's estimate projected a unit price of \$80.00 per square yard for concrete pavement, which is typically a conservative unit price. Emery Sapp & Sons bid proposed a unit price of \$97.70 per square yard for concrete pavement in the base bid and \$101.99 per square yard in Alternate Bid No. 1. The quantity of concrete pavement for the Base Bid and Alternate Bid No. 1 is 7,464 square yards. When extending the difference in bid value to the total quantity of bid item 16 and 112, the resulting cost variance is +/- \$137,000. If those bid items were excluded, the sum of the remaining bid items would be within 3% of the engineer's estimate. While the +/- \$100 per SY for P-501 concrete pavement is higher than anticipated, it is still less than the cost furnished for the 2022 apron reconstruction project. So, the costs presented are considered fair and reasonable considering continuing inflationary patterns.

Emery Sapp & Sons, Inc. provided a 5% bid bond as a bid guarantee in accordance with the contract documents.

Emery Sapp & Sons, Inc. met the Bidder Qualification requirements listed in the Instructions to Bidders, page IB-5.

All bidders acknowledged Addendums Nos. 1 and 2.

Emery Sapp & Sons, Inc. is committed to a minimum of 3.68% DBE utilization, which meets the contract goal of 3.68%. Their proposed DBE subcontractor is Cillessen and Sons, Inc., who are certified by Kansas Department of Transportation (KDOT). They also propose to utilize a DBE Regular Dealer in Construction Anchors, Inc., who is also certified by KDOT.

Emery Sapp & Sons, Inc.'s Buy American Certification indicated their full compliance and no waiver was requested. See attached forms.

The low bidder was not found on the Debarred Prime or Subcontractors List, found at: [www.sam.gov](http://www.sam.gov)

A tentative list of subcontractors is included in the bid proposal.

Olsson has thoroughly evaluated the bid and has determined Emery Sapp & Sons, Inc. to be responsive and responsible. Emery Sapp & Sons, Inc. has constructed multiple concrete pavement projects of similar size and scope throughout the region, and they are qualified to do the work. Olsson has confirmed that Emery Sapp & Sons, Inc. has a thorough understanding of the execution requirements of the P-501 specification, including the requirement to construct the project with a paving machine. Emery Sapp & Sons, Inc. has demonstrated that they have the necessary equipment and personnel to construct a job of this nature.

Fiscal Year 2025 (FY2025) grants from the FAA are being provided at a 95% federal share and 5% local share. The current project as-bid exceeds the amount of federal funds available to the Pittsburg Airport when considering the Base Bid plus all Alternates. Additional FY2025 funds have been requested from the FAA, but we are awaiting confirmation of their availability. If additional FY2025 federal funds are not available, the City could choose to utilize future FY2026 federal funds to complete the eligible portions of the project in their entirety.

Olsson believes that re-bidding the alternates as separate projects in future years would greatly increase the bid prices due to loss of economies of scale and duplication of mobilization and mix design costs. Completing those alternates now as part of the broader scope of this current project is likely the most economical way to complete the improvements. As such, Olsson recommends that the City award the largest combination of Base Bid + Alt Bid 1 + Alt Bid 2 as can be funded through eligible FAA costs, using a combination of both current and future federal funds available.

Alternate Bid No 3 is not considered public use pavement and is ineligible for federal funds. As such, if awarded, the full cost of Alt 3 will be paid with local funds. The City of Pittsburg should consider availability of local funds when determining whether to include Alt Bid No 3 in the contract award.

Olsson has thoroughly evaluated the bids and has determined Emery Sapp & Sons, Inc. to be responsive and responsible, and that the contract price is considered fair and reasonable. It is recommended that the City of Pittsburg thoroughly reviews the bid, and if the City of Pittsburg concurs and finds Emery Sapp & Sons, Inc. to be responsive and responsible; consider the contract price to be fair and reasonable, award the contract to Emery Sapp & Sons, Inc. of Springfield, MO upon FAA concurrence and receipt of grant.

The following items are enclosed:

1. Bid tabulation with engineer's estimate
2. Low bidder's complete proposal form, which includes:
  - a. Buy American Certification Form
  - b. DBE Utilization Statement
  - c. DBE Letter of Intent
  - d. DBE Certificate from KDOT
3. Plan Holder's List

Please advise when the contract documents can be issued.

Sincerely,



Brian Coomes, P.E.  
Project Engineer

cc: Andrea McKinnie, P.E. (FAA)

# BID TABULATION

Bid Opening Date: 4/15/2025 - 3:00 PM  
Atkinson Municipal Airport, Pittsburg, Kansas

AIP Project No. 3-20-0069-024 / 026  
Olsson Project No. 023-07433

CONTRACTOR					Emery Sapp & Sons, Inc. Springfield, MO		Amino Brothers Co., Inc. Kansas City, KS		Engineer's Estimate	
Item No.	Spec	ITEM	QTY.	UNIT	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
<b>BASE BID - RECONSTRUCT PARTIAL TAXIWAY</b>										
1	C-100	Contractor Quality Control Program (CQCP)	1	LS	\$44,096.12	\$44,096.12	\$17,899.00	\$17,899.00	\$30,000.00	\$30,000.00
2	C-102	Temporary Seeding	3.9	AC	\$1,897.90	\$7,401.81	\$358.00	\$1,396.20	\$500.00	\$1,950.00
3	C-102	Erosion Control Blanket KDOT Class 1 Type C	1,996	SY	\$1.63	\$3,253.48	\$3.60	\$7,185.60	\$4.00	\$7,984.00
4	C-102	Erosion Control Blanket KDOT Class 1 Type D	3,430	SY	\$1.63	\$5,590.90	\$3.60	\$12,348.00	\$5.00	\$17,150.00
5	C-102	Installation and Removal of Wattle Barrier	1,811	LF	\$4.88	\$8,837.68	\$4.75	\$8,602.25	\$8.00	\$14,488.00
6	C-105	Mobilization [N.T.E. 10%]	1	LS	\$141,370.77	\$141,370.77	\$229,196.00	\$229,196.00	\$140,000.00	\$140,000.00
7	P-101	Pavement Removal	7,045	SY	\$5.71	\$40,226.95	\$19.20	\$135,264.00	\$7.00	\$49,315.00
8	P-101	12" PVC Pipe Removal	76	LF	\$16.10	\$1,223.60	\$68.10	\$5,175.60	\$5.50	\$418.00
9	P-101	Inlet Removal	1	EA	\$482.93	\$482.93	\$1,035.00	\$1,035.00	\$8,000.00	\$8,000.00
10	P-152	Unclassified Excavation [Established Quantity]	6,692	CY	\$10.50	\$70,266.00	\$34.55	\$231,208.60	\$18.00	\$120,456.00
11	P-152	Muck Excavation	200	CY	\$133.20	\$26,640.00	\$160.00	\$32,000.00	\$30.00	\$6,000.00
12	P-156	Cement Material (delivered)	163	TN	\$211.47	\$34,469.61	\$245.00	\$39,935.00	\$250.00	\$40,750.00
13	P-156	12" Cement Treated Subgrade	6,649	SY	\$9.68	\$64,362.32	\$26.85	\$178,525.65	\$10.00	\$66,490.00
14	PTS-100	6" Aggregate Base Course	6,770	SY	\$19.90	\$134,723.00	\$22.10	\$149,617.00	\$20.00	\$135,400.00
15	P-501	Concrete Mix Design	1	LS	\$10,845.37	\$10,845.37	\$71,596.00	\$71,596.00	\$15,000.00	\$15,000.00
16	P-501	6" Concrete Pavement	6,217	SY	\$97.70	\$607,400.90	\$173.00	\$1,075,541.00	\$80.00	\$497,360.00
17	P-620	Marking with Reflective Media	1,009	SF	\$4.07	\$4,106.63	\$4.50	\$4,540.50	\$3.75	\$3,783.75
18	P-620	Marking w/o Reflective Media	1,981	SF	\$4.07	\$8,062.67	\$4.50	\$8,914.50	\$3.50	\$6,933.50
19	P-620	Temporary Marking	1,009	SF	\$4.07	\$4,106.63	\$4.50	\$4,540.50	\$3.75	\$3,783.75
20	F-162	20' Chain Link Gate	1	EA	\$11,712.82	\$11,712.82	\$17,899.00	\$17,899.00	\$15,000.00	\$15,000.00
21	D-701	30" Dual Wall High Density Polyethylene Pipe (AASHTO M294) (HDPE)	203	LF	\$109.64	\$22,256.92	\$201.00	\$40,803.00	\$85.00	\$17,255.00
22	D-701	24" Dual Wall High Performance Polypropylene Pipe (ASTM F2881) (PP)	390	LF	\$107.11	\$41,772.90	\$186.00	\$72,540.00	\$100.00	\$39,000.00
23	D-701	15" RCP Class III Flared End Section	1	EA	\$2,046.10	\$2,046.10	\$1,836.00	\$1,836.00	\$1,300.00	\$1,300.00
24	D-701	24" RCP Class III Flared End Section	2	EA	\$2,649.66	\$5,299.32	\$2,452.00	\$4,904.00	\$1,400.00	\$2,800.00
25	D-701	30" RCP Class III Flared End Section	1	EA	\$3,970.54	\$3,970.54	\$2,554.00	\$2,554.00	\$1,400.00	\$1,400.00
26	D-705	Edge Drain Riser	4	EA	\$1,787.99	\$7,151.96	\$3,572.00	\$14,288.00	\$1,350.00	\$5,400.00
27	D-705	4" Perforated Underdrain Pipe, Complete	1,187	LF	\$34.85	\$41,366.95	\$48.70	\$57,806.90	\$33.00	\$39,171.00
28	D-705	4" Non-Perforated Underdrain Pipe, Complete	26	LF	\$28.01	\$728.26	\$51.70	\$1,344.20	\$35.00	\$910.00
29	D-751	Inlet - Single Grate (Precast Concrete)	3	EA	\$7,500.78	\$22,502.34	\$13,131.00	\$39,393.00	\$8,000.00	\$24,000.00
30	T-901	Seeding	3.9	AC	\$2,982.43	\$11,631.48	\$3,580.00	\$13,962.00	\$3,500.00	\$13,650.00
31	T-908	Mulching	2.7	AC	\$1,952.14	\$5,270.78	\$4,773.00	\$12,887.10	\$3,000.00	\$8,100.00
32	L-108	1/c No. 8 AWG 5kV, L-824, Type C Cable, Installed in Conduit	4,552	LF	\$4.34	\$19,755.68	\$3.60	\$16,387.20	\$4.50	\$20,484.00

# BID TABULATION

Bid Opening Date: 4/15/2025 - 3:00 PM  
Atkinson Municipal Airport, Pittsburg, Kansas

AIP Project No. 3-20-0069-024 / 026  
Olsson Project No. 023-07433

CONTRACTOR					Emery Sapp & Sons, Inc. Springfield, MO		Amino Brothers Co., Inc. Kansas City, KS		Engineer's Estimate	
Item No.	Spec	ITEM	QTY.	UNIT	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
33	L-108	No. 6 AWG, Solid Bare Copper Counterpoise Wire, Installed In Trench, Including Connections/Terminations	2,572	LF	\$3.25	\$8,359.00	\$3.60	\$9,259.20	\$7.00	\$18,004.00
34	L-110	Non-Encased Electrical Conduit, 1-Way, 2" SCH 40 Conduit, Minimum 24" Cover	2,169	LF	\$9.76	\$21,169.44	\$8.95	\$19,412.55	\$9.00	\$19,521.00
35	L-110	Non-Encased Electrical Conduit, 1-Way, 2" SCH 80 Conduit, Minimum 24" Cover	631	LF	\$13.01	\$8,209.31	\$9.85	\$6,215.35	\$12.00	\$7,572.00
36	L-115	Electrical Manhole Removal	1	EA	\$1,626.79	\$1,626.79	\$5,429.00	\$5,429.00	\$2,800.00	\$2,800.00
37	L-115	Electrical Junction Structure (L-867B)	2	EA	\$1,843.68	\$3,687.36	\$1,730.00	\$3,460.00	\$1,100.00	\$2,200.00
38	L-125	Guidance Sign Removal	1	EA	\$650.71	\$650.71	\$597.00	\$597.00	\$800.00	\$800.00
39	L-125	L-858(L) Lighted Guidance Sign - 1 Module	1	EA	\$2,602.85	\$2,602.85	\$4,475.00	\$4,475.00	\$4,200.00	\$4,200.00
40	L-125	Base-Mounted Taxiway Light Relocation	38	EA	\$1,301.42	\$49,453.96	\$1,671.00	\$63,498.00	\$1,300.00	\$49,400.00
41	L-125	L-861T(L) Base-Mounted Taxiway Light	9	EA	\$1,735.24	\$15,617.16	\$1,790.00	\$16,110.00	\$1,500.00	\$13,500.00
42	Olsson 100	Construction Layout and Stakes	1	LS	\$36,529.27	\$36,529.27	\$41,764.00	\$41,764.00	\$20,000.00	\$20,000.00
43	Olsson 101	Temporary Safety and Phasing Procedures	1	LS	\$68,125.90	\$68,125.90	\$92,048.00	\$92,048.00	\$30,000.00	\$30,000.00
44	Olsson 102	Riprap (Light Stone) (100 LB)	591	SY	\$83.42	\$49,301.22	\$107.00	\$63,237.00	\$60.00	\$35,460.00
TOTAL BASE BID:					\$1,678,266.39		\$2,836,629.90		\$1,557,189.00	
ALT. BID NO. 1 - RECONSTRUCT CITY HANGAR TAXILANE										
101	C-102	Temporary Seeding	0.5	AC	\$18.98	\$9.49	\$358.00	\$179.00	\$500.00	\$250.00
102	C-102	Erosion Control Blanket KDOT Class 1 Type C	455	SY	\$1.63	\$741.65	\$3.60	\$1,638.00	\$4.00	\$1,820.00
103	C-102	Erosion Control Blanket KDOT Class 1 Type D	220	SY	\$1.63	\$358.60	\$3.60	\$792.00	\$5.00	\$1,100.00
104	C-102	Installation and Removal of Wattle Barrier	215	LF	\$4.88	\$1,049.20	\$4.75	\$1,021.25	\$8.00	\$1,720.00
105	P-101	Pavement Removal	1,070	SY	\$5.20	\$5,564.00	\$27.90	\$29,853.00	\$7.00	\$7,490.00
106	P-101	Marking Removal	15	SF	\$3.04	\$45.60	\$3.35	\$50.25	\$6.00	\$90.00
107	P-152	Unclassified Excavation [Established Quantity]	1,621	CY	\$18.39	\$29,810.19	\$40.90	\$66,298.90	\$18.00	\$29,178.00
108	P-152	Muck Excavation	30	CY	\$133.60	\$4,008.00	\$160.00	\$4,800.00	\$30.00	\$900.00
109	P-156	Cement Material (delivered)	34	TN	\$211.48	\$7,190.32	\$245.00	\$8,330.00	\$250.00	\$8,500.00
110	P-156	12" Cement Treated Subgrade	1,380	SY	\$20.25	\$27,945.00	\$50.90	\$70,242.00	\$10.00	\$13,800.00
111	PTS-100	6" Aggregate Base Course	1,388	SY	\$21.26	\$29,508.88	\$24.40	\$33,867.20	\$20.00	\$27,760.00
112	P-501	6" Concrete Pavement	1,247	SY	\$101.99	\$127,181.53	\$216.00	\$269,352.00	\$80.00	\$99,760.00
113	P-620	Marking with Reflective Media	125	SF	\$4.07	\$508.75	\$4.50	\$562.50	\$3.75	\$468.75
114	P-620	Marking w/o Reflective Media	245	SF	\$4.07	\$997.15	\$4.50	\$1,102.50	\$3.50	\$857.50

## BID TABULATION

Bid Opening Date: 4/15/2025 - 3:00 PM  
Atkinson Municipal Airport, Pittsburg, Kansas

AIP Project No. 3-20-0069-024 / 026  
Olsson Project No. 023-07433

CONTRACTOR					Emery Sapp & Sons, Inc. Springfield, MO		Amino Brothers Co., Inc. Kansas City, KS		Engineer's Estimate	
Item No.	Spec	ITEM	QTY.	UNIT	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
115	D-701	15" Dual Wall High Density Polyethylene Pipe (AASHTO M294) (HDPE)	82	LF	\$71.45	\$5,858.90	\$127.00	\$10,414.00	\$75.00	\$6,150.00
116	D-701	15" Dual Wall High Performance Polypropylene Pipe (ASTM F2881) (PP)	86	LF	\$73.59	\$6,328.74	\$94.60	\$8,135.60	\$80.00	\$6,880.00
117	D-705	Edge Drain Riser	4	LF	\$1,787.99	\$7,151.96	\$3,572.00	\$14,288.00	\$1,350.00	\$5,400.00
118	D-705	4" Perforated Underdrain Pipe	298	LF	\$53.86	\$16,050.28	\$66.50	\$19,817.00	\$33.00	\$9,834.00
119	D-751	30" Inlet - Single Grate (Manufactured Plastic Drain Basin)	2	EA	\$6,068.50	\$12,137.00	\$7,170.00	\$14,340.00	\$4,200.00	\$8,400.00
120	D-751	Inlet Grate Elevation Adjustment	1	EA	\$2,663.20	\$2,663.20	\$7,349.00	\$7,349.00	\$3,500.00	\$3,500.00
121	T-901	Seeding	0.5	AC	\$2,982.43	\$1,491.22	\$3,580.00	\$1,790.00	\$3,500.00	\$1,750.00
122	T-908	Mulching	0.4	AC	\$1,952.14	\$780.86	\$4,773.00	\$1,909.20	\$3,000.00	\$1,200.00
123	Olsson 100	Construction Layout and Stakes	1	LS	\$6,484.92	\$6,484.92	\$17,899.00	\$17,899.00	\$10,000.00	\$10,000.00
TOTAL ALT. BID NO. 1 - RECONSTRUCT CITY HANGAR TAXILANE					\$293,865.43		\$584,030.40		\$246,808.25	
ALT. BID NO. 2 - CONNECTOR TAXIWAY CRACK REPAIR AND SURFACE TREATMENT										
201	P-101	Crack Repair - Type I	10,335	LF	\$1.95	\$20,153.25	\$2.15	\$22,220.25	\$2.50	\$25,837.50
202	P-101	Marking Removal	2,499	SF	\$3.04	\$7,596.96	\$3.35	\$8,371.65	\$3.50	\$8,746.50
203	P-620	Temporary Marking	1,633	SF	\$4.07	\$6,646.31	\$4.50	\$7,348.50	\$3.50	\$5,715.50
204	P-620	Marking with Reflective Media	1,633	SF	\$4.07	\$6,646.31	\$4.50	\$7,348.50	\$3.75	\$6,123.75
205	P-620	Marking w/o Reflective Media	866	SF	\$4.07	\$3,524.62	\$4.50	\$3,897.00	\$3.50	\$3,031.00
206	P-630	Refined Coal Tar Emulsion for Slurry Coat	8,715	SY	\$4.59	\$40,001.85	\$3.60	\$31,374.00	\$4.00	\$34,860.00
TOTAL ALT. BID NO. 2 - CONNECTOR TAXIWAY CRACK REPAIR AND SURFACE TREATMENT					\$84,569.30		\$80,559.90		\$84,314.25	
ALT. BID NO. 3 (FAA INELIGIBLE) - RECONSTRUCT HANGAR APPROACH PAVEMENT										
301	P-101	Pavement Removal	1,821	SY	\$6.00	\$10,926.00	\$19.50	\$35,509.50	\$7.00	\$12,747.00
302	P-152	Unclassified Excavation [Established Quantity]	306	CY	\$20.02	\$6,126.12	\$44.75	\$13,693.50	\$15.00	\$4,590.00
303	P-156	Cement Material (delivered)	45	TN	\$211.48	\$9,516.60	\$245.00	\$11,025.00	\$250.00	\$11,250.00
304	P-156	12" Cement Treated Subgrade	1,834	SY	\$15.37	\$28,188.58	\$39.30	\$72,076.20	\$10.00	\$18,340.00
305	PTS-100	6" Aggregate Base Course	1,827	SY	\$20.56	\$37,563.12	\$21.45	\$39,189.15	\$20.00	\$36,540.00
306	P-501	6" Concrete Pavement	1,820	SY	\$84.97	\$154,645.40	\$192.00	\$349,440.00	\$80.00	\$145,600.00
307	P-620	Marking with Reflective Media	282	SF	\$4.07	\$1,147.74	\$4.50	\$1,269.00	\$3.75	\$1,057.50
308	P-620	Marking w/o Reflective Media	564	SF	\$4.07	\$2,295.48	\$4.50	\$2,538.00	\$3.50	\$1,974.00
TOTAL ALT. BID NO. 3 (FAA INELIGIBLE) - RECONSTRUCT HANGAR APPROACH PAVEMENT					\$250,409.04		\$524,740.35		\$232,098.50	



**BID TABULATION**

Bid Opening Date: 4/15/2025 - 3:00 PM  
Atkinson Municipal Airport, Pittsburg, Kansas

AIP Project No. 3-20-0069-024 / 026  
Olsson Project No. 023-07433

CONTRACTOR					Emery Sapp & Sons, Inc. Springfield, MO		Amino Brothers Co., Inc. Kansas City, KS		Engineer's Estimate	
Item No.	Spec	ITEM	QTY.	UNIT	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
TOTAL CONSTRUCTION BASE BID						\$1,678,266.39		\$2,836,629.90		\$1,557,189.00
TOTAL CONSTRUCTION BASE BID + ALT. BID NO. 1						\$1,972,131.82		\$3,420,660.30		\$1,803,997.25
TOTAL CONSTRUCTION BASE BID + ALT. BID NO. 1 + ALT. BID NO. 2						\$2,056,701.12		\$3,501,220.20		\$1,888,311.50
TOTAL ALT. BID NO. 3 (FAA INELIGIBLE)						\$250,409.04		\$524,740.35		\$232,098.50
DBE Minimum Commitment (Project Goal: 3.68%)						3.68%		3.68%		
Bid Guarantee:						5% Bid Bond		5% Bid Bond		
Addendum Nos. 1 & 2:						Yes		Yes		
Remarks:										

## PROPOSAL FORM

ALL PAGES (1-25) OF THIS FORM MUST BE SUBMITTED WHEN BIDDING

**CITY OF PITTSBURG, KANSAS  
ATKINSON MUNICIPAL AIRPORT  
AIP PROJECT NO. 3-3-20-0069-025**

TO: City of Pittsburg, KS  
Owner

THE BID OF Emery Sapp & Sons, Inc.  
Name of Contractor

The undersigned hereby proposes to furnish all labor, permits, materials, machinery, tools, supplies, equipment, and appurtenances necessary to faithfully perform all work required for construction of the Project in accordance with the bid documents, specifications, project drawings, and issued addenda within the specified time of performance for the following prices.

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
<b>Base Bid - Reconstruct Partial Taxiway</b>						
1	C-100	Contractor Quality Control Program (CQCP)	1	LS	\$ 44,096.12	\$ 44,096.12
2	C-102	Temporary Seeding	3.9	AC	\$ 1,897.90	\$ 7,401.81
3	C-102	Erosion Control Blanket KDOT Class 1 Type C	1,996	SY	\$ 1.63	\$ 3,253.48
4	C-102	Erosion Control Blanket KDOT Class 1 Type D	3,430	SY	\$ 1.63	\$ 5,590.90
5	C-102	Installation and Removal of Wattle Barrier	1,811	LF	\$ 4.88	\$ 8,837.68
6	C-105	Mobilization [N.T.E. 10%]	1	LS	\$ 141,370.77	\$ 141,370.77
7	P-101	Pavement Removal	7,045	SY	\$ 5.71	\$ 40,226.95
8	P-101	12" PVC Pipe Removal	76	LF	\$ 16.10	\$ 1,223.60
9	P-101	Inlet Removal	1	EA	\$ 482.93	\$ 482.93
10	P-152	Unclassified Excavation [Established Quantity]	6,692	CY	\$ 10.50	\$ 70,266.00
11	P-152	Muck Excavation	200	CY	\$ 133.20	\$ 26,640.00
12	P-156	Cement Material (delivered)	163	TN	\$ 211.47	\$ 34,469.61
13	P-156	12" Cement Treated Subgrade	6,649	SY	\$ 9.68	\$ 64,362.32
14	PTS- 100	6" Aggregate Base Course	6,770	SY	\$ 19.90	\$ 134,723.00
15	P-501	Concrete Mix Design	1	LS	\$ 10,845.37	\$ 10,845.37
16	P-501	6" Concrete Pavement	6,217	SY	\$ 97.70	\$ 607,400.90
17	P-620	Marking with Reflective Media	1,009	SF	\$ 4.07	\$ 4,106.63
18	P-620	Marking w/o Reflective Media	1,981	SF	\$ 4.07	\$ 8,062.67

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
19	P-620	Temporary Marking	1,009	SF	\$ 4.07	\$ 4,106.63
20	F-162	20' Chain Link Gate	1	EA	\$ 11,712.82	\$ 11,712.82
21	D-701	30" Dual Wall High Density Polyethylene Pipe (AASHTO M294) (HDPE)	203	LF	\$ 109.64	\$ 22,256.92
22	D-701	24" Dual Wall High Performance Polypropylene Pipe (ASTM F2881) (PP)	390	LF	\$ 107.11	\$ 41,772.90
23	D-701	15" RCP Class III Flared End Section	1	EA	\$ 2,046.10	\$ 2,046.10
24	D-701	24" RCP Class III Flared End Section	2	EA	\$ 2,649.66	\$ 5,299.32
25	D-701	30" RCP Class III Flared End Section	1	EA	\$ 3,970.54	\$ 3,970.54
26	D-705	Edge Drain Riser	4	EA	\$ 1,787.99	\$ 7,151.96
27	D-705	4" Perforated Underdrain Pipe, Complete	1,187	LF	\$ 34.85	\$ 41,366.95
28	D-705	4" Non-Perforated Underdrain Pipe, Complete	26	LF	\$ 28.01	\$ 728.26
29	D-751	Inlet - Single Grate (Precast Concrete)	3	EA	\$ 7,500.78	\$ 22,502.34
30	T-901	Seeding	3.9	AC	\$ 2,982.43	\$ 11,631.48
31	T-908	Mulching	2.7	AC	\$ 1,952.14	\$ 5,270.78
32	L-108	1/c No. 8 AWG 5kV, L-824, Type C Cable, Installed in Conduit	4,552	LF	\$ 4.34	\$ 19,755.68
33	L-108	No. 6 AWG, Solid Bare Copper Counterpoise Wire, Installed In Trench, Including Connections/Terminations	2,572	LF	\$ 3.25	\$ 8,359.00
34	L-110	Non-Encased Electrical Conduit, 1- Way, 2" SCH 40 Conduit, Minimum 24" Cover	2,169	LF	\$ 9.76	\$ 21,169.44
35	L-110	Non-Encased Electrical Conduit, 1- Way, 2" SCH 80 Conduit, Minimum	631	LF	\$ 13.01	\$ 8,209.31
36	L-115	Electrical Manhole Removal	1	EA	\$ 1,626.79	\$ 1,626.79
37	L-115	Electrical Junction Structure (L-867B)	2	EA	\$ 1,843.68	\$ 3,687.36
38	L-125	Guidance Sign Removal	1	EA	\$ 650.71	\$ 650.71
39	L-125	L-858(L) Lighted Guidance Sign - 1 Module	1	EA	\$ 2,602.85	\$ 2,602.85
40	L-125	Base-Mounted Taxiway Light Relocation	38	EA	\$ 1,301.42	\$ 49,453.96
41	L-125	L-861T(L) Base-Mounted Taxiway Light	9	EA	\$ 1,735.24	\$ 15,617.16
42	Olsson 100	Construction Layout and Stakes	1	LS	\$ 36,529.27	\$ 36,529.27
43	Olsson 101	Temporary Safety and Phasing Procedures	1	LS	\$ 68,125.90	\$ 68,125.90

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
44	Olsson 102	Riprap (Light Stone) (100 LB)	591	SY	\$ 83.42	\$ 49,301.22
<b>Total Base Bid:</b>					<b>\$</b>	<b>1,678,266.39</b>
<b>Alt. Bid No. 1 - Reconstruct City Hangar Taxilane</b>						
101	C-102	Temporary Seeding	0.5	AC	\$ 18.98	\$ 9.49
102	C-102	Erosion Control Blanket KDOT Class 1 Type C	455	SY	\$ 1.63	\$ 741.65
103	C-102	Erosion Control Blanket KDOT Class 1 Type D	220	SY	\$ 1.63	\$ 358.60
104	C-102	Installation and Removal of Wattle Barrier	215	LF	\$ 4.88	\$ 1,049.20
105	P-101	Pavement Removal	1,070	SY	\$ 5.20	\$ 5,564.00
106	P-101	Marking Removal	15	SF	\$ 3.04	\$ 45.60
107	P-152	Unclassified Excavation [Established Quantity]	1,621	CY	\$ 18.39	\$ 29,810.19
108	P-152	Muck Excavation	30	CY	\$ 133.60	\$ 4,008.00
109	P-156	Cement Material (delivered)	34	TN	\$ 211.48	\$ 7,190.32
110	P-156	12" Cement Treated Subgrade	1,380	SY	\$ 20.25	\$ 27,945.00
111	PTS- 100	6" Aggregate Base Course	1,388	SY	\$ 21.26	\$ 29,508.88
112	P-501	6" Concrete Pavement	1,247	SY	\$ 101.99	\$ 127,181.53
113	P-620	Marking with Reflective Media	125	SF	\$ 4.07	\$ 508.75
114	P-620	Marking w/o Reflective Media	245	SF	\$ 4.07	\$ 997.15
115	D-701	15" Dual Wall High Density Polyethylene Pipe (AASHTO M294) (HDPE)	82	LF	\$ 71.45	\$ 5,858.90
116	D-701	15" Dual Wall High Performance Polypropylene Pipe (ASTM F2881) (PP)	86	LF	\$ 73.59	\$ 6,328.74
117	D-705	Edge Drain Riser	4	LF	\$ 1,787.99	\$ 7,151.96
118	D-705	4" Perforated Underdrain Pipe	298	LF	\$ 53.86	\$ 16,050.28
119	D-751	30" Inlet - Single Grate (Manufactured Plastic Drain Basin)	2	EA	\$ 6,068.50	\$ 12,137.00
120	D-751	Inlet Grate Elevation Adjustment	1	EA	\$ 2,663.20	\$ 2,663.20
121	T-901	Seeding	0.5	AC	\$ 2,982.43	\$ 1,491.22
122	T-908	Mulching	0.4	AC	\$ 1,952.14	\$ 780.86
123	Olsson 100	Construction Layout and Stakes	1	LS	\$ 6,484.92	\$ 6,484.92
<b>Total Alt. Bid No. 1:</b>					<b>\$</b>	<b>293,865.43</b>

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
<b>Alt. Bid No. 2 - Connector Taxiway Crack Repair and Surface Treatment</b>						
201	P-101	Crack Repair - Type I	10,335	LF	\$ 1.95	\$ 20,153.25
202	P-101	Marking Removal	2,499	SF	\$ 3.04	\$ 7,596.96
203	P-620	Temporary Marking	1,633	SF	\$ 4.07	\$ 6,646.31
204	P-620	Marking with Reflective Media	1,633	SF	\$ 4.07	\$ 6,646.31
205	P-620	Marking w/o Reflective Media	866	SF	\$ 4.07	\$ 3,524.62
206	P-630	Refined Coal Tar Emulsion for Slurry Coat	8,715	SY	\$ 4.59	\$ 40,001.85
<b>Total Alt. Bid No. 2:</b>					<b>\$</b>	<b>84,569.30</b>
<b>Alt. Bid No. 3 (FAA Ineligible) - Reconstruct Hangar Approach Pavement</b>						
301	P-101	Pavement Removal	1,821	SY	\$ 6.00	\$ 10,926.00
302	P-152	Unclassified Excavation [Established Quantity]	306	CY	\$ 20.02	\$ 6,126.12
303	P-156	Cement Material (delivered)	45	TN	\$ 211.48	\$ 9,516.60
304	P-156	12" Cement Treated Subgrade	1,834	SY	\$ 15.37	\$ 28,188.58
305	PTS- 100	6" Aggregate Base Course	1,827	SY	\$ 20.56	\$ 37,563.12
306	P-501	6" Concrete Pavement	1,820	SY	\$ 84.97	\$ 154,645.40
307	P-620	Marking with Reflective Media	282	SF	\$ 4.07	\$ 1,147.74
308	P-620	Marking w/o Reflective Media	564	SF	\$ 4.07	\$ 2,295.48
<b>Total Alt Bid No. 3:</b>					<b>\$</b>	<b>250,409.04</b>
<b>Total Base Bid &amp; Alt Bid No. 1:</b>					<b>\$</b>	<b>1,972,131.82</b>
<b>Total Base Bid, Alt Bid No. 1 &amp; Alt Bid No. 2:</b>					<b>\$</b>	<b>2,056,701.12</b>
<b>Total Alt Bid No. 3 (FAA Ineligible):</b>					<b>\$</b>	<b>250,409.04</b>

#### **ACKNOWLEDGEMENTS BY BIDDER**

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the bid documents are comprised of the documents identified within the Instructions to Bidders. The BIDDER further acknowledges that each of the individual documents that comprise the bid documents are complementary to one

another and together establishes the complete terms, conditions, and obligations of the successful BIDDER.

- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a bid bond or certified check in the amount of 5% of the total amount of the bid. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **90 days** from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, they will execute the contract within fifteen (15) days of the notice-of-award and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. Time of Performance: By submittal of this proposal, the BIDDER acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written Notice to Proceed as issued by the OWNER. The undersigned further agrees to complete the Project within the contract time allowance(s) as specified in the Notice to Bidders from the commencement date specified in the Notice to Proceed.
- h. The BIDDER acknowledges and accepts that upon failure to complete each Phase or Element within the respective specified contract time allowance, the Contractor shall pay the non-penal sum prescribed in the Notice to Bidders as a liquidated damage to the OWNER.
- i. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged Business Enterprise goal of 3.68% for this project. The BIDDER acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix A, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the OWNER'S established goal. The BIDDER, in complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, Utilization Statement and Letter of Intent.
- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.
- k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if she/he has not submitted a complete compliance report within 12 months proceeding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:

1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
  2. Has 50 or more employees.
  3. Is a prime contractor or first tier subcontractor.
  4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more
- l. The undersigned agrees to comply with all current and applicable federal, state, and local rules and regulations governing the safety of men and materials during its operations including observing the requirements of the Occupational Safety and Health Administration (OSHA).
  - m. The undersigned acknowledges that they project is subject to FAA's current Federal Provisions as provided here-in. The undersigned furthermore hereby certifies that they, and their subcontractors, comply with the Federal Provisions as incorporated herein.

### **REPRESENTATIONS BY BIDDER**

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress, or performance of the work
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities, or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress, or performance of the work.
- g. The BIDDER is familiar with all applicable federal, state, and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

### **CERTIFICATIONS BY BIDDER**

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm, or corporation. The undersigned further certifies that no member, officer, or agent of OWNER'S has direct or indirect financial interest in this proposal.
- b. **Prohibition of Segregated Facilities: (41 CFR Part 60-1)**
  - (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated



facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

c. **Trade Restriction Certification:** (49 CFR Part 30)

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

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC § 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:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR 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 USTR, 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 (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

**d. Certification of Offeror/Bidder Regarding Debarment**

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

**e. Certification of Lower Tier Contractors Regarding Debarment**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm 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: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

**f. Certification Regarding Lobbying**

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, subgrants, 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.

g. **Buy American Certification:** (Title 49 U.S.C. Chapter 501)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

The bidder must complete the attached Buy American certification. If the bidder requests a permissible waiver to the Buy America requirements, the Bidder identified with the apparent low bid must submit a formal waiver request and component cost calculation within the prescribed time identified on the Buy American certification.

- h. **Additional Insurance Charge:** If there is an additional charge for the insurance naming the City of Pittsburgh and the Engineer as an additional insured, the amount must be shown here. The amount shown will not change the total bid. A blank or inserting a zero will mean the Bidder's insurance company does not charge an extra fee for naming the City of Pittsburgh and the Engineer as an additional insured per the Special Provisions.

\$ 0

- i. **DBE Utilization:** The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (Please check the appropriate box and if checking the second box, fill in the blank.)

☒ The bidder/offeror is committed to a minimum of **3.68%** DBE utilization on this contract.

☐ The bidder/offeror, while unable to meet the DBE goal of **3.68%**, hereby commits to a minimum of \_\_\_\_\_% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).

- j. **Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions:** The applicant must complete the following two certifications' statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark in the space following the applicable response. The applicant agrees that if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts. (Please check the appropriate box for Statement No. 1 & Statement No. 2.)

Certification Statement No. 1:

- ☐ The applicant **represents that it is 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.
- ☒ 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.

Certification Statement No. 2:

- ☐ The applicant **represents that it is a** corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months."
- ☒ 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."

**ATTACHMENTS TO THIS BID and ADDITIONAL SUBMITTALS**

The following documents are attached to and made a part of this Bid:

1. Bid Guaranty in the form of Bid Bond ;
2. Buy American Certification Form: Signature and company name required.
3. DBE forms "Utilization Statement", "Letter of Intent" and "DBE Regular Dealer / Distributor Affirmation Form". Note the prime contractors and the subcontractor's signature on the Letter of Intent is not required to be attached but must be submitted within 2 working days of the bid opening.

The undersigned agrees to submit the following documents within 2 days of the bid opening.  
The undersigned agrees that these documents will be made a part of this Bid.

4. Signature from each proposed DBE subcontractor on the previously submitted DBE "Letters of Intent".
5. Evidence of good faith efforts required by 49 CFR Part 26, Appendix A. If proposed DBE goal is met, submittal of evidence of good faith efforts is not required.

The undersigned acknowledges receipt of the following addenda:

Addendum Number 1 dated 3-7-25

Addendum Number 2 dated 4-10-25

Addendum Number     dated

Business: Emery Sapp & Sons, Inc.

By:   
(Signature of Authorized Officer)

Chris Landwehr  
(Printed Name)

Address: 5350 E. State Hwy AA

Title: A.V.P

City, State, Zip Springfield, MO 65803

Federal ID No. 43-1708848

Phone 417-833-9915

DBE / Non-DBE Status<sup>(1)</sup> N/A

Fax 417-833-9981

NAICS Code<sup>(2)</sup> 238910,237310,237110,237310

Email chris.landwehr@emerysapp.com

Race of Majority Owner<sup>(3)</sup> Other

Gender of Majority Owner Male

Age of Firm 53 Years

Annual Receipts<sup>(4)</sup> More Than \$10 Mill.

(1) Indicate if the firm is currently certified as a DBE by the state Department of Transportation for the state in the which the project is located.

(2) NAICS is the North American Industry Classification System. Only list the codes for the work that is proposed to be completed by the prime contractor. Information on NAICS can be found at [www.census.gov/naics](http://www.census.gov/naics)

(3) Use only these race/ethnicity classifications from 49 CFR part 26: Black American; Hispanic American; Native American; Asian Pacific American; Subcontinent Asian American; or Other

(4) Report the gross receipts using the following range of values: A) less than \$1 million; B) \$1-3 million; C) \$3-6 million; D) \$6-10 million, or E) more than \$10 million.

## Certification of Compliance with FAA Buy American Preference Construction Projects

(Title 49 U.S.C. Section 50101, BABA)

<b>PROJECT NAME:</b>	<b>Reconstruct Partial Parallel Taxiway; Reconstruct City Hangar Taxilane; Connector Taxiway Crack Repair and Surface Treatment</b>
<b>AIRPORT NAME:</b>	<b>Atkinson Municipal Airport (PTS)</b>
<b>AIP NUMBER:</b>	<b>3-20-0069-025</b>

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,<sup>1</sup> U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder/offeror must indicate how they intend to comply with 49 USC § 50101, BABA and other related Made In America Laws, U.S. statutes, guidance and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
  - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
  - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
  - b) To faithfully comply with providing U.S. domestic products.
  - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
  - d) Certify that all construction materials used in the project are manufactured in the U.S.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

<sup>1</sup> Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### **Required Documentation**

**Type 2 Waiver (Nonavailability)** - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver (Unreasonable Costs)** - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

4-14-25

Date

Emery Sapp & Sons, Inc.

Bidders Firm Name

Signature

A.V.P

Title



## Buy American Waiver Request

Title 49 U.S.C Section 50101 (b)

### ***For Airfield Development Projects funded under the Airport Improvement Program***

#### Type of Waiver Request:

The bidder may request a waiver subject to the provisions of Section 50101(b)(3) or Section 50101(b)(4). The bidder may not request a waiver under Section 50101(b)(1) or Section 50101(b)(2). Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval. The bidder must select one of the following applicable waiver provisions:

- ☐ Section 50101(b)(3): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3) for the equipment identified below. The bidder certifies that \_\_\_\_\_ % of the cost of components and subcomponents comprising the equipment are produced in the United States and that final assembly occurs within the United States. *(Bidder must attach a copy of the component cost calculation table)*

Equipment: \_\_\_\_\_

- ☐ Section 50101(b)(4): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(4). The bidder asserts provision of domestic material increases the cost of the overall project by more than 25%. *(Note: This type of waiver is very rare)*

#### Certification Signature

In accordance with Section 50101(b), we request a waiver to the Buy America provisions based on the above certification and attached documentation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder's Firm Name

\_\_\_\_\_  
Title

#### Instructions for Section 50101(b)(3) Waiver:

- "Equipment" in Section 50101 shall mean the following:
  - Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
  - Individual bid items as established within FAA Advisory Circular 150/5370-10. The bid item application may not be applied for the type "L" items listed in AC 150/5345-53.
  - A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
  - Items listed under the Nationwide Waiver do not require further review. Please refer to the following webpage:  
[https://www.faa.gov/airports/aip/buy\\_american/](https://www.faa.gov/airports/aip/buy_american/)
  - Items listed under the Project Specific Buy American Waivers, please refer to the following webpage:  
[https://www.faa.gov/airports/aip/buy\\_american/](https://www.faa.gov/airports/aip/buy_american/)
- The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request.
- Components/subcomponents are the material and products composing the "equipment".
- The final assembly of the AIP-funded "equipment" must be within the USA (*Section 50101(b)(3)(B)*). Final assembly is the substantial transformation of the components and subcomponents into the end product.
- All steel used in the "Equipment" must be produced in the United States.
- The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
- The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.

#### Instructions for Section 50101(b)(4) Waiver:

- The 25% cost increase waiver is rarely applicable. Consult Owner before making this request.

#### North America Free Trade Act (NAFTA)

The NAFTA **does not** apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.



## Buy American Project/Product Content Percentage Calculation – Worksheet

### Applicant Information

Date of Application:

Applicant Name:

Applicant Type (choose one):

☐ Prime Contractor ☐ Manufacturer ☐ Supplier

Point of Contact (First and Last Name):

Applicant Business Address:

Email address:

Telephone:

Extension:

### Project/Product Information

FAA Eligible Project:

Airport Sponsor:

Airport LOCID:

FAA Award Number:

FAA Item Number (FAA Advisory Circular reference, if applicable):

Total Material Cost:

Total U.S. Material Content Cost:	Percentage:	%
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Total Non-U.S. Material Content Cost:	Percentage:	%
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### FAA Buy American Preference (Including Buy American Build American) Compliance

Does this project include any iron, steel or any of the following construction materials, not 100% produced in the United States?

☐ Yes ☐ No

If "Yes," indicate the cost and percentage of the project below.

Steel (e.g., structural steel, rebar)	Cost:	Percentage:	%
Iron	Cost:	Percentage:	%
Non-ferrous metals	Cost:	Percentage:	%
Plastic and polymer-based products	Cost:	Percentage:	%
Glass (including optic glass)	Cost:	Percentage:	%
Lumber	Cost:	Percentage:	%
Drywall	Cost:	Percentage:	%

### Use of Non-Domestic Construction Materials Justification

Provide a description of your efforts to locate and secure a domestic source for those "construction materials" or final manufactured goods that are not 100% produced in the U.S., including use of the Manufacturing Extension Partnership (MEP) and market research.

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

## Project Material Structure Worksheet

[illegible]

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

[illegible]

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

[illegible]

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

[illegible]



**- CONFIDENTIAL -**

**NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF  
INFORMATION ACT**

### **Certification**

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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

### **FOR FAA USE ONLY**

(Mark the appropriate Waiver Type & Scope)

#### **Applicable FAA Waiver Type**

- ☐ Type I Public Interest (HQ Only)
- ☐ Type II Nonavailability (HQ Only)
- ☐ Type III More than 60% and Final Assembly within the U.S.
- ☐ Type IV Unreasonable Cost (Requires MEP/requires HQ coordination)
- ☐ BABA Iron, Steel, or Construction Material (requires justification) (Apply BABA Flag)

#### **Applicable FAA Waiver Scope**

- ☐ Project Specific
- ☐ Nationwide – (General Applicability) (For HQ Only)

#### **Justifications**

- ☐ Manufacturing Extension Partnership (MEP) Coordinated

**FAA Official's Signature:**

**End of FAA-Use Only Section**

**UTILIZATION STATEMENT  
(DBE Participation Form)  
Disadvantaged Business Enterprise**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner.  
(Please mark the appropriate box and if checking the second box, fill in the blank.)

- ☒ The bidder/offeror is committed to a minimum of 3.68% DBE utilization on this contract.
- ☐ The bidder/offeror, while unable to meet the DBE goal of 3.68%, hereby commits to a minimum of \_\_\_\_\_ % DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

Emery Sapp & Sons, Inc.

Bidder's/Offeror's Firm Name

  
Signature

4-14-15

Date

**DBE UTILIZATION SUMMARY**

	<u>Contract Amount</u>		<u>DBE Amount</u>	<u>Contract Percentage</u>
DBE Prime Contractor	\$ _____ x 1.00 =		\$ _____	_____ %
DBE Subcontractor	\$ <u>77,090.45</u> x 1.00 =		\$ <u>77,090.45</u>	<u>3.34</u> %
DBE Regular Dealer*	\$ <u>56,547.71</u> x 0.60 =		\$ <u>33,928.63</u>	<u>1.47</u> %
DBE Distributor*	\$ _____ x 0.40 =		\$ _____	_____ %
DBE Manufacturer	\$ _____ x 1.00 =		\$ _____	_____ %
Total Amount DBE			\$ <u>111,019.08</u>	<u>4.81</u> %
DBE Goal**				_____ %

\* If the materials or supplies are purchased from a DBE distributor that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question, count 40 percent of the cost of materials or supplies (including transportation costs), as defined in § 26.55(e)(2)(iv)(A), (B), and (C) and (e)(3). **The "DBE Regular Dealer / Distributor Affirmation Form" must be completed to make this determination.**

\*\* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

**LETTER OF INTENT**  
**Disadvantaged Business Enterprise**  
(This page shall be submitted for each DBE firm)

**Bidder/Offer** Name: Emery Sapp & Sons, Inc.  
Authorized Representative: Chris Landwehr  
Phone: 417-833-9915 Email: Chris.landwehr@emerysapp.com

**DBE Firm:** DBE Firm: Cillessen and Sons, Inc.  
Authorized Representative: Paula Cillessen  
Phone: 316-682-2400 Email: Pcillessen@cillessen.us

**DBE Certifying Agency:** KS Dept. Of Transportation Expiration Date: 2-27-26  
Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

**Classification:** ☐ Prime Contractor ☒ Subcontractor ☐ Manufacturer  
☐ Regular Dealer\* ☐ Distributor\* ☐ Broker\*

\* The "DBE Regular Dealer / Distributor Affirmation Form" must be completed to make this determination.

Work item(s) to be performed by DBE	Description of Work Item	NAICS Code	Quantity	Total
6	Mobilization	237310	1 LS	\$35,000
17	Marking with Reflective Media SF	237310	1,009 SF	\$3,783.75
18	Marking W/O Reflective Media SF	237310	1,981 SF	\$7,428.75
19	Temporary Marking SF	237310	1,009 SF	\$3,783.75

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is DBE contract amount: \$ See page 3 of 3.

The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it **must enter into a subcontract with the DBE firm identified above** that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

  
Signature of Bidder/Offeror's Authorized Representative Date: 4-14-25

The above-named DBE firm affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for DBE participation, therefore.

  
Signature of Bidder/Offeror's Authorized Representative Date: 4-14-25

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

**LETTER OF INTENT**  
**Disadvantaged Business Enterprise**  
(This page shall be submitted for each DBE firm)

**Bidder/Offer** Name: Emery Sapp & Sons, Inc.  
Authorized Representative: Chris Landwehr  
Phone: 417-833-9915 Email: Chris.landwehr@emerysapp.com

**DBE Firm:** DBE Firm: Cillessen and Sons, Inc.  
Authorized Representative: Paula Cillessen  
Phone: 316-682-2400 Email: Pcillessen@cillessen.us

**DBE Certifying Agency:** KS Dept. Of Transportation Expiration Date: 2-27-26  
Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

**Classification:** ☐ Prime Contractor ☒ Subcontractor ☐ Manufacturer  
☐ Regular Dealer\* ☐ Distributor\* ☐ Broker\*

\* The "DBE Regular Dealer / Distributor Affirmation Form" must be completed to make this determination.

Work item(s) to be performed by DBE	Description of Work Item	NAICS Code	Quantity	Total
106	Marking Removal SF	237310	15 SF	\$42.00
113	Marking with Reflective Media SF	237310	125 SF	\$468.75
114	Marking W/O Reflective Media SF	237310	245 SF	\$918.75
202	Marking Removal SF	237310	2,499 SF	\$6,997.2
203	Temporary Marking SF	237310	1,633 SF	\$6,123.75

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is DBE contract amount: \$ See page 3 of 3.

The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it **must enter into a subcontract with the DBE firm identified above** that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

  
Date: 4-14-25  
**Signature of Bidder/Offeror's Authorized Representative**

The above-named DBE firm affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for DBE participation, therefore.

  
Date: 4-14-25  
**Signature of Bidder/Offeror's Authorized Representative**

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

**LETTER OF INTENT**  
**Disadvantaged Business Enterprise**  
(This page shall be submitted for each DBE firm)

**Bidder/Offer**                      Name: Emery Sapp & Sons, Inc.  
Authorized Representative: Chris Landwehr  
Phone: 417-833-9915                      Email: Chris.landwehr@emerysapp.com

**DBE Firm:**                      DBE Firm: Cillessen and Sons, Inc.  
Authorized Representative: Paula Cillessen  
Phone: 316-682-2400                      Email: Pcillessen@cillessen.us

**DBE Certifying Agency:** KS Dept. Of Transportation                      Expiration Date: 2-27-26  
*Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.*

**Classification:**                      ☐ Prime Contractor                      ☒ Subcontractor                      ☐ Manufacturer  
   ☐ Regular Dealer\*                      ☐ Distributor\*                      ☐ Broker\*

\* The "DBE Regular Dealer / Distributor Affirmation Form" must be completed to make this determination.

Work item(s) to be performed by DBE	Description of Work Item	NAICS Code	Quantity	Total
204	Marking with Reflective Media SF	237310	1,633 SF	\$6,123.75
205	Marking W/O Reflective Media SF	237310	866 SF	\$3,247.50
307	Marking with Reflective Media SF	237310	282 SF	\$1,057.50
308	Marking W/O Reflective Media SF	237310	564 SF	\$2,115.00

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is DBE contract amount: \$ 77,090.45.

The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it **must enter into a subcontract with the DBE firm identified above** that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

                      Date: 4-14-25  
**Signature of Bidder/Offeror's Authorized Representative**

The above-named DBE firm affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for DBE participation, therefore.

                      Date: 4-14-25  
**Signature of Bidder/Offeror's Authorized Representative**

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745  
Calvin E. Reed, P.E., Acting Secretary  
Doria Watson, Chief



Phone: 785-296-7940  
Fax: 785-296-0119  
[KDOTE.CivilRights@ks.gov](mailto:KDOTE.CivilRights@ks.gov)  
<http://www.ksdot.org>  
Laura Kelly, Governor

February 27, 2023

Ms. Paula Cillessen  
Cillessen and Sons, Inc.  
2300 E Tigua  
Kechi, KS 67067

[pcillessen@cillessen.us](mailto:pcillessen@cillessen.us)

Dear Ms. Cillessen:

The Kansas Statewide Certification Program (KSCP) is pleased to notify you that your firm has met the requirements for certification as a bona fide Disadvantaged Business Enterprise (DBE)/Woman Business Enterprise (WBE) in accordance with KSCP policies and procedures, and Title 49 Part 26 of the Code of the Federal Regulations. Your firm will be listed with the following work type(s). If you wish to expand your scope of business, you must make a written request to the KSCP for review and determination.

237310 - Highway, Street, and Bridge Construction; 484110 - General Freight Trucking, Local;  
484220 - Specialized Freight (except Used Goods) Trucking, Local

Attached is the KSCP DBE certificate that reflects the effective date of your certification. To maintain your certification with the KSCP, you must submit an annual update. Notification will be sent to you at least 30 days prior to the renewal date of your certification. It is your responsibility to ensure that your certification is kept up to date by submitting the required documentation as necessary.

If there is any change in the ownership or control of your firm, you must notify the certifying agency immediately. Failure to report any of these changes to this office or violation of the rules of the DBE Program may result in the revocation of your certification or other possible legal actions as set forth by Title 49 Part 26 of the Code of Federal Regulations.

Your firm's name will appear in the KSCP DBE directory. This directory is distributed to all KSCP joint agencies, outside agencies, developers, general contractors, and suppliers. The directory can also be accessed via the internet at: [www.ksdot.org](http://www.ksdot.org).

Sincerely,

A handwritten signature in black ink that reads "Doria Watson". The signature is fluid and cursive, with the first letter of each word being capitalized and prominent.

Doria Watson  
Civil Rights Administrator  
Attachment



# KANSAS STATEWIDE CERTIFICATION PROGRAM



## CERTIFIES

Cillessen and Sons, Inc.

*Disadvantaged Business Enterprise (DBE)/Woman Business Enterprise (WBE)*

### NAICS Code/Work type(s):

237310 - Highway, Street, and Bridge Construction;  
484110 - General Freight Trucking, Local;  
484220 - Specialized Freight (except Used Goods) Trucking, Local

February 27, 2023

Effective Date

Rhonda Harris

Rhonda Harris, Director  
Office of Minority & Women Business  
Kansas Department of Commerce

Doria Watson

Doria Watson, Administrator  
Office of Civil Rights Compliance  
Kansas Department of Transportation



**LETTER OF INTENT**  
**Disadvantaged Business Enterprise**  
*(This page shall be submitted for each DBE firm)*

**Bidder/Offer** Name: Emery Sapp & Sons, Inc.  
 Authorized Representative: Chris Landwehr  
 Phone: 417-833-9915 Email: Chris.landwehr@emerysapp.com

**DBE Firm:** DBE Firm: Construction Anchors Inc.  
 Authorized Representative: Laura King  
 Phone: 816-525-3640 Email: Laura@constructionanchors.com

**DBE Certifying Agency:** KS Dept. Of Transportation Expiration Date: 2026

*Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.*

**Classification:** ☐ Prime Contractor ☐ Subcontractor ☐ Manufacturer  
☒ Regular Dealer\* ☐ Distributor\* ☐ Broker\*

\* The "DBE Regular Dealer / Distributor Affirmation Form" must be completed to make this determination.

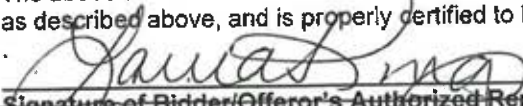
Work item(s) to be performed by DBE	Description of Work Item	NAICS Code	Quantity	Total
16	6" PCCP -Steel	332312	1 LS	\$41,556.80
112	6" PCCP -Steel	332312	1 LS	\$9,059.25
306	6" PCCP -Steel	332312	1 LS	\$5,931.67

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is DBE contract amount: \$ 56,547.71.

The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it must enter into a subcontract with the DBE firm identified above that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

 Chris Landwehr Date: 4-15-25  
 Signature of Bidder/Offeror's Authorized Representative

The above-named DBE firm affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for DBE participation, therefore.

 Date: 4/15/25  
 Signature of Bidder/Offeror's Authorized Representative

DBE Firm  
 In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

DBE Regular Dealer/Distributor  
Affirmation FormU.S. Department of  
Transportation

Bidder Name:

Emery Sapp &amp; Sons

Contract Name/Number:

3-3-20-0069-025

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A), (B), (C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

DBE Name:

CONSTRUCTION ANCHORS INC

Authorized DBE Representative (Name and Title):

LAURA KING PRESIDENT

Total Subcontract/Purchase Order Amount:

\$56,547.71 (With all alternates)

NAICS Code(s) Related to the Items to be Sold/Leased:

SEE ATTACHMENT

1. Will all items sold or leased be provided from the on-hand inventory at your establishment? ☐ YES ☒ NO

(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below. If "NO" Continue.)

- a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)? ☒ YES ☐ NO (If "YES," Go to Question 2. If "NO" Continue.)

- b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

☒ YES ☐ NO (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below.

\*If 1., 1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate? ☒ YES ☐ NO

(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. STOP here. Read and sign the affirmation below.)

If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g., a manufacturer's facility)? ☐ YES ☐ NO

- a) Will you be using sources other than the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased? ☐ YES ☐ NO

2. If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

3. If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

LAURA KING

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

Chris Landwehr A.V.P.

## SUBCONTRACTOR'S LIST

### ALL subcontractors must be listed

**Except for DBE firms included in the Letter(s) of Intent, use of subcontractors on this list is not mandatory.** CFR § 26.11(c) requires airport sponsors to collect bidders list information from all bidders at the time of bid submittal. The data must be collected for all firms who bid as prime contractors or subcontractors (successfully or not). Attach additional pages if necessary.

AIP Project No.: 3-20-0069-025 Airport Name: Atkinson Municipal Airport  
 Project Description: Reconstruct Partial Parallel Taxiway; Reconstruct City Hangar Taxilane;  
Connector Taxiway Crack Repair and Surface Treatment  
 Airport Location: Pittsburg, KS

Firm Name	Street Address	City, State	Zip	DBE <sup>(1)</sup>
Elite Fence and Deck, Inc.	611 E. Walnut St.	Raymore, MO	64083	Yes <input checked="" type="radio"/> No
NAICS Code(s) <sup>(2)</sup>	Race of Majority Owner <sup>(3)</sup>	Gender of Majority Owner	Age of Firm	Annual Gross Receipts <sup>(4)</sup>
238990	Other	Male	22 Yrs	E
Firm Name	Street Address	City, State	Zip	DBE <sup>(1)</sup>
Miller's Pro Cut, Inc.	5900 E 154th Terrace	Grandview, MO	64030	Yes <input checked="" type="radio"/> No
NAICS Code(s) <sup>(2)</sup>	Race of Majority Owner <sup>(3)</sup>	Gender of Majority Owner	Age of Firm	Annual Gross Receipts <sup>(4)</sup>
238990	Other	Male	31 Yrs	C
Firm Name	Street Address	City, State	Zip	DBE <sup>(1)</sup>
Mt. Carmel Stabilization Group, Inc.	1611 College Dr.	Mt. Carmel, IL	62863	Yes <input checked="" type="radio"/> No
NAICS Code(s) <sup>(2)</sup>	Race of Majority Owner <sup>(3)</sup>	Gender of Majority Owner	Age of Firm	Annual Gross Receipts <sup>(4)</sup>
237990	Other	Male	117 Yrs	E
Firm Name	Street Address	City, State	Zip	DBE <sup>(1)</sup>
Premier Dirt & Landscaping	11188 St. Hwy 171	Carl Junction, MO	64834	Yes <input checked="" type="radio"/> No
NAICS Code(s) <sup>(2)</sup>	Race of Majority Owner <sup>(3)</sup>	Gender of Majority Owner	Age of Firm	Annual Gross Receipts <sup>(4)</sup>
237990	Other	Male	24 Yrs	B

(1) Indicate if the firm is currently certified as a DBE by the state Department of Transportation for the state in the which the project is located.

(2) NAICS is the North American Industry Classification System. Only list the codes for the work that is proposed to be completed by the subcontractor. Information on NAICS can be found at [www.census.gov/naics](http://www.census.gov/naics)

(3) Use only these race/ethnicity classifications from 49 CFR part 26: Black American; Hispanic American; Native American; Asian Pacific American; Subcontinent Asian American; or Other

(4) Report the gross receipts using the following range of values: A) less than \$1 million; B) \$1-3 million; C) \$3-6 million; D) \$6-10 million, or E) more than \$10 million.

## SUBCONTRACTOR'S LIST

### ALL subcontractors must be listed

Except for DBE firms included in the Letter(s) of Intent, use of subcontractors on this list is not mandatory. CFR § 26.11(c) requires airport sponsors to collect bidders list information from all bidders at the time of bid submittal. The data must be collected for all firms who bid as prime contractors or subcontractors (successfully or not). Attach additional pages if necessary.

AIP Project No.: 3-20-0069-025 Airport Name: Atkinson Municipal Airport  
 Project Description: Reconstruct Partial Parallel Taxiway; Reconstruct City Hangar Taxilane;  
Connector Taxiway Crack Repair and Surface Treatment  
 Airport Location: Pittsburg, KS

Firm Name	Street Address	City, State	Zip	DBE <sup>(1)</sup>
Third Generation Electrical, Inc.	8620 S. 33rd W. Ave.	Tulsa, OK	74132	Yes <input checked="" type="radio"/> No
NAICS Code(s) <sup>(2)</sup>	Race of Majority Owner <sup>(3)</sup>	Gender of Majority Owner	Age of Firm	Annual Gross Receipts <sup>(4)</sup>
238210	Other	Male	23 yrs	E
Firm Name	Street Address	City, State	Zip	DBE <sup>(1)</sup>
Cillessen and Sons, Inc.	2300 Tigua St	Kechi, KS	67067	Yes <input checked="" type="radio"/> No
NAICS Code(s) <sup>(2)</sup>	Race of Majority Owner <sup>(3)</sup>	Gender of Majority Owner	Age of Firm	Annual Gross Receipts <sup>(4)</sup>
237310	Other	Female	25 yrs	E
Firm Name	Street Address	City, State	Zip	DBE <sup>(1)</sup>
Custom Pavement Maintenance and Safety LLC	PO Box 435	Vanburen, AR	72957	Yes <input checked="" type="radio"/> No
NAICS Code(s) <sup>(2)</sup>	Race of Majority Owner <sup>(3)</sup>	Gender of Majority Owner	Age of Firm	Annual Gross Receipts <sup>(4)</sup>
237310	Other	Male	9 Yrs	D
Firm Name	Street Address	City, State	Zip	DBE <sup>(1)</sup>
				Yes/No
NAICS Code(s) <sup>(2)</sup>	Race of Majority Owner <sup>(3)</sup>	Gender of Majority Owner	Age of Firm	Annual Gross Receipts <sup>(4)</sup>

(1) Indicate if the firm is currently certified as a DBE by the state Department of Transportation for the state in the which the project is located.

(2) NAICS is the North American Industry Classification System. Only list the codes for the work that is proposed to be completed by the subcontractor. Information on NAICS can be found at [www.census.gov/naics](http://www.census.gov/naics)

(3) Use only these race/ethnicity classifications from 49 CFR part 26: Black American; Hispanic American; Native American; Asian Pacific American; Subcontinent Asian American; or Other

(4) Report the gross receipts using the following range of values: A) less than \$1 million; B) \$1-3 million; C) \$3-6 million; D) \$6-10 million, or E) more than \$10 million.



**WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS OF  
EMERY SAPP & SONS, INC.**

**January 1, 2024**

The undersigned, being all of the members of the Board of Directors (the "Board") of Emery Sapp & Sons, Inc., a Missouri corporation (the "Corporation"), acting by written consent and without a meeting, do hereby adopt the following resolutions and declare them to be in full force and effect as if they had been duly adopted at a special meeting of the Board, duly called, noticed, and held:

**APPOINTMENT OF OFFICERS OF THE CORPORATION**

**WHEREAS**, the Board wishes to appoint its officers of the Corporation for the coming year.

**NOW, THEREFORE, BE IT RESOLVED**, that each of the following persons be, and each individually hereby is, appointed as an officer of the Corporation, to hold such office until his or her successor shall have been duly elected and qualified, or until his or her earlier death, resignation, or removal:

Glen Robertson	President
Robert Gillis	Co-CEO
Tim Paulson	Co-CEO
Shawn Sapp	Executive Vice President, Midwest Operations
Amy Allen	CAO & General Counsel/Secretary
Dan Hoover	CFO/Asst. Secretary
Tony Ames	Executive Vice President, Southwest Operations

**SIGNING AUTHORIZATION**

**NOW, THEREFORE, BE IT RESOLVED**, that each of the following persons shall have the authority to execute all construction agreements, purchase orders, payment bonds, and other such documents as related to projects in the ordinary course of business:

Jason Rode	Executive Vice President
Brandon Finn	Executive Vice President
Robert Snyder	Executive Vice President
Nolan ("Chip") Jones	Executive Vice President
Josh Doerhoff	Executive Vice President
Brandon Pabst	Executive Vice President, Finance
Paul Arnold	Executive Vice President

Brian Burks	Vice President
Mike Bross	Vice President
Shaun Brown	Vice President
Dennis Bahls	Vice President, Alternative Delivery
David Tag	Asst. Vice President
Jesse Hinton	Asst. Vice President
Paul Moody	Asst. Vice President
Billy Wallis	Asst. Vice President
Jason Eldredge	Asst. Vice President
Chris Landwehr	Asst. Vice President
Curtis Shuman	Asst. Vice President
Andrew Baker	Asst. Vice President
Tyler Myers	Asst. Vice President
Nathan Alexander	Asst. Vice President
Tyson Collins	Asst. Vice President
Barry Spires	Asst. Vice President
Sean Washatka	Asst. Vice President

#### **GENERAL AUTHORIZATION**

**RESOLVED**, that any director or authorized officer of the Corporation be, and is, hereby authorized and directed, in the name and on behalf of the Corporation, to make all such arrangements and to do and perform any and all acts as may be appropriate or necessary in order to implement fully the foregoing resolutions, including, without limitation, execution, filing and delivery of any and all papers, agreements, documents, instruments and certificates as may be appropriate or necessary, and that the making of any such arrangements, the performance of any such acts, and the execution, filing and/or delivery, as applicable, by any director or authorized officer of the Corporation of any such papers, agreements, documents, instruments and certificates shall conclusively establish the authority of such director or authorized officer of the Corporation with respect thereto;

**RESOLVED**, that all actions previously taken by any director, authorized officer, representative, or agent of the Corporation or any of its affiliates, in the name or on behalf of the Corporation in connection with the matters contemplated by the foregoing resolutions, be, and each of the same hereby is, adopted, ratified, confirmed and approved in all respects as the act and deed of the Corporation; and

**RESOLVED**, that all of the acts, actions and things done for, in the name of, and on behalf of this Corporation to effect the purposes of these resolutions be, and they hereby are, in all respects, approved, ratified and confirmed.

*[Signature page follows]*


**IN WITNESS WHEREOF**, the undersigned are all of the members of the Board who have adopted these resolutions effective as of the day and year first written above.

**BOARD OF DIRECTORS:**

  
Glen Robertson

DocuSigned by:  
  
43422A9CDA114F1...  
Keith Bennett

  
Robert Gillis

  
Tim Paulson

  
Shawn Sapp

  
Amy Allen





# AIA Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Emery Sapp & Sons, Inc.  
5350 E State Hwy AA  
Springfield, MO 65803

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

City of Pittsburg  
201 W. 4th Street  
Pittsburg, KS 66762

**BOND AMOUNT:** Five Percent of Amount Bid (5%)

### PROJECT:

(Name, location or address, and Project number, if any)

Reconstruct Partial Parallel Taxiway; Reconstruct City Hangar Taxiway; Connector Taxiway Crack Repair and Surface Treatment

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of April, 2025

  
(Witness)

Emery Sapp & Sons, Inc.

(Principal)

(Seal)

(Title)

AUP

Liberty Mutual Insurance Company

(Surety)

(Seal)

  
(Witness) Account Manager

(Title) Allison Madrid, Attorney-in-Fact

Init.



# POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8213020-973699**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Allison Madrid; Crystal York; Louis A. Landwehr; Misty Leonard; Shannon Burgess

all of the city of Jefferson City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 24th day of January, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

## ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

## ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 15th day of April, 2025.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



U.S. Department  
of Transportation

**Federal Aviation  
Administration**

Central Region  
Iowa, Kansas,  
Missouri, Nebraska

901 Locust  
Kansas City, Missouri 64106  
(816) 329-2600

May 14, 2025

Mr. Bill Pyle  
Airport Manager  
Atkinson Municipal Airport  
3510 Arpt Dr  
Pittsburg, KS 66762

Re: Atkinson Municipal Airport (PTS); Pittsburg, KS  
AIP No. 3-20-0069-024  
Reconstruct Partial Parallel Taxiway to 4/22. Reconstruct City Taxilane. Rehabilitate  
Taxiway w/ Sealcoat. - Construction

**Subject: Concurrence in Award**

Dear Mr. Pyle:

**Concurrence in Award of Construction Contract**

We concur in the award of the contract to Emery Sapp & Sons for \$2,307,110.16 for the development proposed by this project. Be advised that our concurrence represents a determination for eligibility of costs and should not be construed as a commitment of Federal funds.

\$250,409.00 for Reconstruct Hangar Approach Pavement is not AIP eligible.

**Project Funded with Additional Grants.**

This project is funded under grants: **3-20-0069-026-2025, 3-20-0069-024-2025.**

**What you need to do now**

After award of the contract and the Congressional release please schedule the Preconstruction Conference. Be sure to invite, as appropriate, your local FAA System Support Center (SSC) technician(s), FAA Air Traffic Organization (ATO) representative(s) and the Federal Security Director. Provide at least 10 days advance notice of the meeting's date and an advance copy of the agenda to all attendees and my attention.

**What we will do next**

We will authorize you to issue the Notice to Proceed (NTP) after the following documents have been submitted to my attention:

- Executed Grant Agreement,
- Executed Construction Contract and Performance and Payment Bonds,
- Issued for Construction Plans and Specifications
- Preconstruction Conference Minutes.

**Questions**

If you have any questions, please contact me at (816) 329-2633 or [Andrea.L.McKinnie@faa.gov](mailto:Andrea.L.McKinnie@faa.gov).

Sincerely,

A handwritten signature in black ink, reading "Andrea L. McKinnie". The signature is written in a cursive, flowing style.

Andrea McKinnie, P.E.  
State Airport Engineer - Kansas



## **AMENDMENT NO. 1**

to

### **AGREEMENT FOR CONSULTING SERVICES**

CITY OF PITTSBURG, KANSAS  
201 W. 4<sup>th</sup> Street  
Pittsburg, KS 66762

Re: AMENDMENT TO CONSULTANT AGREEMENT  
ATKINSON MUNICIPAL AIRPORT (PTS)  
Airport Improvement Program (AIP) Project No. 3-20-0069-025  
Olsson Project No. 023-07433

This amendment will revise the Agreement executed on July 3, 2024 by adding Sections 4 and 5 and amending Section 6, as described below:

#### **SECTION 4: CONSTRUCTION PHASE**

(INCLUDES OBSERVATION)

based on 70 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 provide 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 observe work in progress. It is estimated that the Project Engineer will make 6 site visits: Approximately once per month, plus 1 visit prior to the start of the base course and 1 visit prior to the start of paving. Project Engineer will review test reports and provide weekly working day, construction progress and testing reports to the Sponsor and FAA.
- d. Require Construction Contractor to prepare a Notice of Intent for Authorization to Discharge Stormwater Runoff from Construction Activities (NDPES permit) and Storm Water Pollution Prevention Plan (SWPPP).

- e. Submit a Construction Observation Program at least 10 days prior to the preconstruction meeting, in compliance with the AIP Sponsor Guide No. 1030 *Construction Management Program*.
- 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*, and Guide No. 1070 *Inspections: Development Projects*. Construction observation scope is based on 70 total working days on site.
  - RPR hours will be consistent to contractor and subcontractors time on the site (10 hour days plus travel time two times a week).
  - An additional observer will be on site for all concrete placement on taxiway, taxilane, etc. to assist RPR (10 days estimated).
- k. Provide construction testing. See Exhibit D1 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 and Subgrade Lot Size 1,000 SY
    - ii. Estimated Constructed Quantity 5,500 CY
  - (2) Base Course
    - i. Lot Size 1,000 SY
    - ii. Estimated Construction Quantity 6,750 SY
  - (3) Concrete Pavement
    - i. Lot Size 1,625 SY
    - ii. Estimated Construction Quantity 6,500 SY
  - (4) Miscellaneous Concrete
    - i. 1 Test per day
    - ii. Estimated Construction Quantity 30 light bases and 3 sign bases
  - (5) Reflectometer – Not Required
  - (6) Asphalt Surface Treatment – Contractor is responsible for any testing related to surface treatment
- 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 preliminary 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 printed copy to Sponsor and 1 electronic copy to 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 / not included.
- (10) Airport Chart / Diagram Modifications – will be completed as needed.
- (11) Part 139 Sign and Marking Plan updates – not required / not included.



## **SECTION 6: FEES AND CHARGES – Additional Items**

The Sponsor shall pay the Consultant for the services described in this amendment as follows:

**Section 4: Construction Phase.** Payment for the items included in Section 4, Construction Phase shall be made based on direct salary (including overtime required by law), overhead costs and reimbursable expenses incurred plus a fixed payment of \$21,192.40 and subcontract costs, which are estimated on Exhibit D attached and made a part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor.

The total charges for Section 4 will not be greater than the "Not-to-Exceed" (NTE) amount of \$208,600.00, if 1) the construction work is completed within the construction contract aggregate time allowance; and 2) the scope of work as set forth in Section 1 and Section 4 is not exceeded. If either of these two events occur, the "Not-to-Exceed" amount may be increased by a supplemental agreement to this contract. No payment above the Not-to-Exceed limit shall be made without prior approval of an amendment supported by proper justification.

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

Exhibit D and D1 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 \$8,800.00, 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.

If this amendment is satisfactory, please sign in the space provided. Keep one copy and return one copy to Olsson. This proposed amendment is open for acceptance for thirty days from the date set forth above, unless changed by us in writing.

**OLSSON**

By \_\_\_\_\_

By \_\_\_\_\_

Executed by Olsson on this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF PITTSBURG, KANSAS**

By \_\_\_\_\_  
Attest

By \_\_\_\_\_  
Chair

Date \_\_\_\_\_

**EXHIBIT D**  
**CONSTRUCTION PHASE SERVICES**  
**Atkinson Municipal Airport (PTS) 3-20-0069-025**  
Based on estimated 70 working days

1.	<u>Direct Salary Costs</u>																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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\* 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  
ESTIMATE OF  
CONSTRUCTION TESTING COSTS  
Atkinson Municipal Airport (PTS) 3-20-0069-025**

**LABORATORY:**

Olsson, Inc., Olathe, KS

**LIST ALL ANTICIPATED COSTS**

<b><u>SERVICE OR TEST</u></b>	<b><u>Estimated Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Estimated Total Cost</u></b>
Moisture / Density (4" Mold) (Soil)	8	\$220.00	\$1,760.00
Moisture / Density (6" Mold) (Aggregate)	4	\$260.00	\$1,040.00
Oversize Correction (Aggregate)	4	\$75.00	\$300.00
Nuclear Density Test	40	\$27.00	\$1,080.00
Atterberg Limits	8	\$110.00	\$880.00
Mechanical Sieve Analysis	4	\$200.00	\$800.00
Concrete Compressive Strength	80	\$25.00	\$2,000.00
Concrete Length Determination	20	\$17.50	\$350.00
Technician	160	\$75.00	\$12,000.00
Project Manager Review	8	\$160.00	\$1,280.00
Per Diem	20	\$59.00	\$1,180.00
Mileage	4500	\$0.75	\$3,375.00
			<hr/> <hr/>
			\$26,045.00

*Testing is not a guarantee that all work and materials meet the contract requirements and does not 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 Airport (PTS) 3-20-0069-025**

1. <u>Direct Salary Costs</u>		Direct Salary	Total
	<u>Hours</u>	<u>Rate/Hour</u>	<u>Costs (\$)</u>
<u>Title</u>			
Team Leader	0.0	\$92.72	\$0.00
Sr. Project Engineer	9.0	\$74.52	\$670.64
Project Engineer	0.0	\$61.52	\$0.00
Elec/Mech Engineer	0.0	\$73.94	\$0.00
Associate Engineer	0.0	\$51.22	\$0.00
Assistant Engineer	41.0	\$38.48	\$1,577.68
Registered Surveyor	0.0	\$58.45	\$0.00
Sr. Technician	4.0	\$35.88	\$143.52
Assistant Technician	0.0	\$31.20	\$0.00
Sr. Clerical	6.0	\$32.76	\$196.56
	Total Direct Salary Costs:		\$2,588.40
2. <u>Labor and General &amp; Administrative Overhead</u>			
Percentage of Direct Salary Costs*	185.88%		\$4,811.33
3. <u>Fixed Fee: 15% of Item 1 &amp; 2</u>			\$1,109.96
4. <u>Direct Nonsalary Expenses</u>			
Travel	0 Miles @	\$0.655	\$0.00
Meals	0 Days @	\$59.00	\$0.00
Motel	0 Days @	\$107.00	\$0.00
Copies, Prints, Shipping			\$320.00
	Total Expenses:		\$320.00
5. Subtotal of Items 1 - 4			\$8,829.69
6. Subcontract costs			\$0.00
7. Lump Sum Amount (Items 5 & 6)			\$8,829.69
		Rounded:	\$8,800.00

\* 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.

## **RECORD OF NEGOTIATIONS – AMENDMENT NO. 1**

Atkinson Municipal Airport  
Pittsburg, Kansas  
AIP / IJJA-AIG Project Nos. 3-20-0069-024-2025 / 3-20-0069-026-2025

### **Project Description:**

- Reconstruct Partial Parallel Taxiway to Runway 4/22 (from RW 4 end to the east/west connector, including the turnaround)
    - Includes reconstruction of Medium Intensity Taxiway Lighting (MITLs)
  - Reconstruct Taxilane and Ramp to the City Hangar
  - Rehabilitate Connector Taxiway from RW 35 to RW 4/22 with Crack Repair & Sealcoat
1. The Sponsor (City of Pittsburg, KS) published a Request for Qualifications in the Pittsburg Morning Sun (newspaper), and the RFQ was posted on the city bid website on February 5, 2021. The RFQ was also sent directly to 8 consultants in the region. 3 consultants responded to the RFQ including Lochner, CMT, and Olsson. Olsson, Inc. of Pittsburg, Kansas was selected in March 2021 from those consultants who submitted their qualifications.
  2. An engineering agreement for the design and bidding phases of this project was negotiated, and the Record of Negotiations completed and signed on April 30, 2024. The city executed the agreement on May 14, 2024 and Olsson executed the agreement on July 3, 2024.
  3. In order to complete the construction phase of the project, construction services and a closeout phase are needed. An amendment to include these services was requested of the Consultant.
  4. The Consultant submitted their draft Amendment No. 1 on July 9, 2024 broken down as follows:
    - a. Construction Phase \$ 222,100
    - b. Close-Out Phase \$ 8,800
    - c. Total \$ 230,900
  5. Airport IFE Services, Inc. prepared an Independent Fee Estimate (IFE), dated July 12, 2024, (attached) broken down as follows:
    - a. Design Phase \$ 205,000
    - b. Bidding Phase \$ 15,000
    - c. Total \$ 220,000
  6. The Sponsor and Consultant reviewed the draft engineering amendment via e-mail exchanges during July 2024.
    - Each phase of the consultant's amendment was reviewed and compared in detail to the fees presented in the IFE. The consultant's hourly rates for all classifications and the consultant's overhead were compared in detail to the IFE and are similar. The overall fee of the consultant's amendment was 5% more than the overall fee of the IFE.
    - The most significant difference between the consultant's fee and the IFE was the construction observation services. The consultant had included an additional observer for all concrete placement and had estimated 20 days for this additional personnel. The consultant agreed to reduce this to 10 days.

7. The Consultant revised their draft Amendment No. 1 on July 15, 2024 broken down as follows:
  - a. Construction Phase \$ 208,600 (reduction of \$13,500)
  - b. Close-Out Phase \$ 8,800 (no change)
  - c. Total \$ 217,400
8. The Consultant's revised proposal is 1% less than the Independent Fee Estimate. The revised fee proposal is considered reasonable by the Sponsor.
9. The draft Amendment No. 1, which includes the scope of services and Consultant's fee proposal, is submitted with this Record of Negotiations. The negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14 have been followed.

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

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



AGREEMENT FOR UTILITY CHANGE  
ATKINSON MUNICIPAL AIRPORT  
AIP PROJECT NO. 3-20-0069-024  
AIG-BIL NO. 3-20-0069-026

THIS AGREEMENT, made on the date indicated below, by and between Cox Communications Kansas LLC, a Delaware limited liability company, hereinafter called the Utility, and the City of Pittsburg, Kansas, hereinafter called the City.

WHEREAS, the City has established an airport in Atkinson County, Kansas, and

WHEREAS, some of the existing lines of the Utility will conflict with future construction on the airport, and

WHEREAS, it is therefore necessary to relocate the Utility's facilities in order to remove the conflict.

NOW THEREFORE, the parties hereto agree as follows:

1. The Utility agrees to remove, relocate, or install such portion of its lines as described in Exhibit "A" which is attached hereto and made a part hereof. The work is to be done as promptly as possible upon notice to proceed by the City, which will be coordinated with the Utility's service requirements.
2. The Utility agrees to comply with all laws, government rules, ordinances, regulation orders or decrees, easements and required permits regulating the removal, relocation, or installation of said lines. The Utility shall hold harmless the City or its authorized agents against any claim or liability resulting from work performed pursuant to this agreement, whether such work is accomplished by the Utility or by its employees, subcontractors, or agents.
3. The City agrees to reimburse the Utility for the actual non-betterment costs not to exceed \$16,498.43 involved in doing all of the work as shown on Exhibit "A" attached. It is further agreed that upon completion of the work, the City's Engineer shall be notified and the work will be inspected without delay.

Upon submission and approval of an itemized job cost statement, the City agrees to reimburse the Utility for said approved actual non-betterment costs within 30 days.

4. It is understood and agreed that this contract and any subcontracts or supplemental agreements are subject to approval by the Federal Aviation Administration before any Federal funds are obligated. It is further agreed by both parties hereto that upon reasonable request their cost records for the work will be made available to representatives of the City, State of Kansas, or the United States Government.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

City of Pittsburg

COX Utility

3510 Airport Road  
Pittsburg, KS 66762

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_



# PROJECT TOTAL

CIR #

PROJECT NAME

Pittsburg Airport

## Itemized Planner Costs

**Materials:** \$1,368.72

**Labor:** \$13,308.38

**Permits**

**Mark up**

**Subtotal:** \$14,677.10

**Sales Tax:** \$1,394.32

**Total:** \$16,498.43

**Planner Hrs** \$320.00

**Design Hrs** \$107.00

**CA Equipment**

9.50%

Adjust By Area

**Quick Est:** **\$427.00**

See Virtual Estimate Form

For Chart Type Break down

AGREEMENT FOR UTILITY CHANGE  
ATKINSON MUNICIPAL AIRPORT  
AIP PROJECT NO. 3-20-0069-024  
AIG-BIL NO. 3-20-0069-026

THIS AGREEMENT, made on the date indicated below, by and between Evergy of Pittsburg, Kansas, hereinafter called the Utility, and the City of Pittsburg, Kansas, hereinafter called the City.

WHEREAS, the City has established an airport in Atkinson County, Kansas, and

WHEREAS, some of the existing lines of the Utility will conflict with future construction on the airport, and

WHEREAS, it is therefore necessary to relocate the Utility's facilities in order to remove the conflict.

NOW THEREFORE, the parties hereto agree as follows:

1. The Utility agrees to remove, relocate, or install such portion of its lines as described in Exhibit "A" which is attached hereto and made a part hereof. The city or their contractor will be responsible for all trenching, excavation, conduit, and concrete pad for the transformer. The work is to be done as promptly as possible upon notice to proceed by the City, which will be coordinated with the Utility's service requirements.
2. The Utility agrees to comply with all laws, government rules, ordinances, regulation orders or decrees, easements and required permits regulating the removal, relocation, or installation of said lines. The Utility shall hold harmless the City or its authorized agents against any claim or liability resulting from work performed pursuant to this agreement, whether such work is accomplished by the Utility or by its employees, subcontractors, or agents.
3. The City agrees to reimburse the Utility for the actual non-betterment costs not to exceed \$32,613.84 involved in doing all of the work as shown on Exhibit "A" attached. It is further agreed that upon completion of the work, the City's Engineer shall be notified and the work will be inspected without delay.

The Utility will provide an itemized job cost statement for approval to the City and will require payment prior to performing the work.

4. It is understood and agreed that this contract and any subcontracts or supplemental agreements are subject to approval by the Federal Aviation Administration before any Federal funds are obligated. It is further agreed by both parties hereto that upon reasonable request their cost records for the work will be made available to representatives of the City, State of Kansas, or the United States Government.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

City of Pittsburg

Evergy Utility

3510 Airport Road  
Pittsburg, KS 66762

818 S Kansas Ave.  
Topeka, KS 66612

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

