

# OSAGE CITY COUNCIL

Regular Meeting

October 22, 2024

7:00 p.m.

City Council Chambers – 221 S. 5<sup>th</sup>- Osage City, Ks

**Please join the meeting from your computer, tablet or smartphone.**

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United States: 1-(872) 240-3311

**Access Code:** 480138133#

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- **MEETING ID:** 480-138-133
- **Audio only:** 1-(872) 240-3311

## I. Routine Business

1. Call to Order
2. Additions or Deletions to the Agenda
3. Approval of the Agenda
4. Recognition of Visitors

## II. Consent Agenda

1. Approval of October 8, 2024 Regular Meeting Minutes
2. Appointment of Teresa Nell to the Planning and Zoning Committee as recommended by the Planning and Zoning Committee

## III. Business Before the Council

1. Public Meeting to present and discuss alternatives for the wastewater collection system project—Brett, Waggoner, Governmental Assistance Services
2. Public Hearing to present and discuss alternatives for the wastewater collection system project—Brett, Waggoner, Governmental Assistance Services
3. Approve the KDHE Sewer Application documents (Action Required)-- Brett, Waggoner, Governmental Assistance Services
4. Approve contract with Governmental Assistance Services to submit the city's application to the Water Pollution Control Revolving Fund Loan (Action Required)—Katie Hodge, City Manager
5. Approval of engineering contract with Kirkham Michael (Action Required)—Katie Hodge, City Manager
6. Interconnection discussion—Katie Hodge, City Manager, and Dale Schwieger, Utilities Director



7. BNSF railroad crossing discussion (Discussion)-- Katie Hodge, City Manager
8. October 24<sup>th</sup> @ 1:30 pm Ribbon Cutting for Solar Farm. Need a count for the number of council members who will be attending (Information)—Katie Hodge, City Manager

**IV. Adjournment**

Next Ordinance # 1686      Next Resolution # 1125      Next Charter Ordinance # 20



**CITY OF OSAGE CITY**  
**COUNCIL MEETING**  
**October 8, 2024**

**ROLL CALL:** Now on this 8th day of October 2024, the Governing Body of the City of Osage City, Kansas, met at the Osage City Council Chamber in said City. The following members being present and participating to wit: Mayor, Brian Stromgren. Council Members: Susan Smith, Mike Gilliland, Shirley Bausman, Mike Handly, Jeanette Swarts, Cathryn Houghton, Jeff Tice, Kathy Ayers. Officials present: Rick Godderz, City Attorney; Katie Hodge, City Manager; Sadie Boos, City Treasurer; Amy Woodward, City Clerk; Craig Croucher, Gas Water Sewer Superintendent; Corey Linton, Recreation Director. Excused: Dale Schwieger, Utilities Director. Others Present: Rose Mary Saunders, Municipal Consultant with Ranson Financial; Nathan Willis, Owner Star Block.

**APPROVAL OF THE AGENDA:**

*Motion by Houghton, second by Smith to approve the agenda. The motion was declared carried.*

**RECOGNITION OF VISITORS: None**

**APPROVAL OF THE CONSENT AGENDA:**

1. Approval of September 24, 2024 Regular Meeting Minutes

*Motion by Tice, second by Smith to approve the consent agenda. The motion was declared carried.*

**BUSINESS BEFORE THE COUNCIL:**

1. **Approval of the pay application for Evergreen Design/Build for the Star Block project (Action Required)—Rose Mary Saunders, Municipal Consultant with Ranson Financial**

Saunders reviewed with Council the project's progress and answers questions related to the project and invoice from Evergreen.

*Motion made by Swarts, second by Houghton to approve the payment to Evergreen Design-Build, LLC for work performed on the Star Block building in the amount of \$200,000.00. The motion was declared carried.*

Saunders asked Council to extend the contract by 30 days.

*Motion made by Houghton, Second by Smith to grant a 30 day time extension for processing of paperwork through CDBG. The motion was declared carried.*

**2. Approval of the Parks & Recreation updated Attendance Policy (Action Required)—Corey Linton, Recreation Director**

Linton shared with Council the background and reasoning for the proposed Attendance Policy.

*Motion made by Swarts, second by Ayers to approve the implementation of the Parks & Recreation Board attendance policy contingent upon review by City Attorney Godderz. The motion was declared carried.*

**3. Approval of purchase of a toddler playset for Lincoln Park (Action Required)—Corey Linton, Recreation Director & Sadie Boos, City Treasurer**

Linton discussed with Council the purchase of a toddler play set for Lincoln Park.

*Motion made by Houghton, second by Gilliland to purchase a toddler play set for Lincoln Park in an amount not to exceed \$15,000.00.*

**4. Approval of Osage County landfill fee from regular services and fall cleanup (Action Required)—Katie Hodge, City Manager**

Hodge reviewed with Council the need to approve the higher than normal land fill fee payment for the month of September, due to fall cleanup effort.

*Motion made by Smith, second by Tice to approve the Osage County invoice for landfill fees in an amount of \$12,417.55. The motion was declared carried.*

**5. Approval of the purchase of utility light poles (Action Required)—Dale Schwieger, Utilities Director**

Craig Croucher reviewed with Council the purchase of light poles.

*Motion made by Bausman, second by Handly to approve the purchase of light poles in the amount not to exceed \$40,000.00 from Stella.Jones. The motion was declared carried.*

**6. Approval of the purchase of gas ERT's (Action Required)—Dale Schwieger, Utilities Director**

Craig Croucher reviewed with Council the needed to replace 40g ERTs. This is equipment that works with our billing and meter reading software.

*Motion made by Swarts, second by Tice to approve the purchase of gas ERTs not to exceed \$5,000.00. The motion was declared carried.*

**7. Approval of the purchase of turbidity meters (Action Required)—Dale Schwieger, Utilities Director**

Craig Croucher, reviewed with Council need to replace the turbidimeters at the water plant. These were last replaced in 1996.

*Motion made by Gilliland, second by Tice to approve the purchase of 6 turbidimeters for water plant not to exceed \$36,000.00. The motion was declared carried.*

**8. 619 Market discussion**

Hodge led a discussion with Council regarding the recently purchased property at 619 Market street.

*Motion made by Swarts, second by Gilliland to meet at 6:30 on October 22<sup>nd</sup> at 619 Market Street to walk through the property. The motion was declared carried.*

**9. Review of the Regional Summit (Information)**

Information Only - Hodge reviewed with Council the successful Regional Summit held at the community building on October 2nd. This was a work session where area communities brought their community project needs/ideas to find alignment and then begin the search for grants.

**10. Reminder of October 24<sup>th</sup> @ 1:30 pm Ribbon Cutting for Solar Farm (Information)**

Information Only

**11. Overview of Shred Day on October 5th (Information)—Amy Woodward, City Clerk**

Information Only – Woodward shared with Council the outcome of the 2024 Shred Day. The City collected shred material from 42 citizens totaling 3750 lbs. This was three times the amount collected at the last hosted shred event.

**12. Reminder of the Fall Fest (Information)**

Information Only

**13. Executive Session for non-elected personnel to include City Council, City Attorney, and City Manager**

*Motion by Swarts, second by Tice to enter into executive session for a period of 15 minutes for non-elected personnel to include Mayor and City Council, City Attorney, and City Manager. The motion was declared carried.*

Mayor Stromgren declared the meeting entering into executive session at 8:15 p.m. Mayor Stromgren declared the meeting back into open session at 8:30 p.m. with no action taken.

**ADJOURNMENT:**

*At the request of Council Member Smith and on her motion, seconded by Council Member Bausman and carried unanimously, the meeting adjourned.*

**APPROVED:** \_\_\_\_\_  
**Brian D. Stromgren, Mayor**

**ATTESTED:** \_\_\_\_\_  
**Amy Woodward, City Clerk**



Number \_\_\_\_\_  
OFFICIAL USE ONLY  
Received \_\_\_\_\_

**CITIZEN BOARD AND COMMISSION EXPRESSION OF INTEREST FORM**

Please Indicate with an (X) as many as meet your interests:

- |   |  |
|---|--|
| <input type="checkbox"/> CITY COUNCIL TERM VACANCY                | <input type="checkbox"/> LIBRARY BOARD                       |
| <input checked="" type="checkbox"/> PLANNING AND ZONING COMMITTEE | <input type="checkbox"/> OSAGE CITY TREE BOARD               |
| <input type="checkbox"/> INDUSTRIAL DEVELOPMENT COMMITTEE         | <input type="checkbox"/> PARKS AND RECREATION ADVISORY BOARD |
| <input type="checkbox"/> COMMUNITY IMPROVEMENT COMMITTEE          | <input type="checkbox"/> PUBLIC BUILDING COMMISSION          |
| <input type="checkbox"/> OTHER                                    |  |

Specific Project: \_\_\_\_\_

Special Instructions:

- 1) Please print in black ink or type, if possible. Please do not write on the back of this form; use another sheet of paper if necessary.
- 2) Please return to: City of Osage City, City Clerk's Office, 201 S. 5<sup>th</sup> Street, P.O. Box 250, Osage City, Kansas 66523.

Please Note: All information provided by you on this form is subject to Kansas Open Public Record Statutes. As public information, it may be requested by news media representatives or discussed in public meetings.

Title  Mr.  Mrs.  Miss  Ms.  Dr.

Name: Teresa Nell

Home Address: 421 N 13th St

Number of Years Lived in Osage City: 13 yrs

Telephone (Cell) 308 390-9759 (Business) \_\_\_\_\_ (Email) \_\_\_\_\_

Occupation Retired Employer \_\_\_\_\_

Business Address \_\_\_\_\_

Education (Highest School Year, degrees, etc.) 1978 graduated

Prior Appointed or Elected Offices Held (if any) President Dawson County Foster Parents Support Group, Vice President of same, Treasurer GYAPOA

Present and Past Community Volunteer Activities: \_\_\_\_\_

Why would you like to serve? (Please discuss specific interest, experience and qualification which would make you an effective board member.)

To help clean up our city and make improvements for the betterment of our community

Date: 9/26/2024 Signature: Teresa Nell

# CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE  
10/22/2024

TIME  
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT:  Administration	APPROVED FOR AGENDA:
ITEM NO. 1, 2, 3	BY: Katie Hodge, City Manager	BY: KH

**ITEM:**

- No. 1 Public Meeting
- No. 2 Public Hearing
- No. 3 KDHE documents to be executed

**BACKGROUND:**

Please review the proceeding document for information on the project, project costs, the public meeting, the public hearing, and documents that need to be approved and signed.

**FISCAL NOTE:**

\$1,600,000

**COUNCIL ACTION:**

1. Mayor Stromgren will open the Public Meeting, the council will hear public comments, and Mayor Stromgren will close the Public Meeting
2. Mayor Stromgren will open the Public Hearing, the council will hear public comments, and Mayor Stromgren will close the Public Hearing
3. The council will need to approve the KDHE documents for the city to move forward in securing funding for this project

**STAFF RECOMMENDATION:**

**MOTION:**

1. I make a motion to adopt Resolution No. 1124 authorizing filing of application with the Kansas Department of Health and Environment for a Loan under the Kansas Water Pollution Control Revolving Fund Act and authorizing the mayor and city clerk to sign and submit such an application .
2. I make a motion to authorize the Mayor to sign the Certification for "Cost and Effectiveness" for the KDPCRF Project No. C20 3138 01

# CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE  
10/22/2024

TIME  
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT:  Administration	APPROVED FOR AGENDA:
ITEM NO. 1, 2, 3	BY: Katie Hodge, City Manager	BY: KH

3. I make a motion to authorize the Mayor to sign the Applicant of Assurance of Public Participation
4. I make a motion to authorize the Mayor to sign the Certification Regarding Lobbying
5. I make a motion to authorize the Mayor to sign the Kansas Water Pollution Control Revolving Fund application
6. I make a motion to authorize the Mayor to sign the Loan Administration contract with Governmental Assistance Services not to exceed \$35,000



**CITY OF OSAGE CITY, KS**

**KDHE HEARINGS FOR SEWER PROJECT**

**10/22/2024 @ 7:00 PM**

**CITY COUNCIL SUGGESTED ACTION ITEMS**

**1) OPEN KDHE PUBLIC MEETING (SEWER)**

**READ PUBLIC MEETING NOTICE**

The City of Osage City, Kansas will hold a public meeting on October 22, 2024, at 7:00 p.m. in the Council Chambers located at 221 S. 5th Street, Osage City, KS 66523 to present and discuss the alternatives for the wastewater collection system project. The improvements will be funded under the low interest State Revolving Loan Fund Program through the Kansas Department of Health and Environment. The Loan application will include funding for the following improvements:

Wastewater collection system improvements consist of televising, cleaning, and repairing an estimated 4,000 linear feet of piping and making repairs or replacing approximately 40 manholes. Finally, manhole rim surveys of approximately 50 additional manholes while televising and inspecting manholes along 16,000 linear feet of collection system to identify structural and infiltration and inflow issues with the system will be performed. The project will also include associated pavement replacement, pre- and post-construction CCTV inspection, and other related miscellaneous appurtenances. Project activities will occur in an area generally bounded by the city limits of Osage City, KS. The estimated total project cost is \$1,600,000.00.

The anticipated amount of the loan application request will be \$1,600,000.00 and the total project cost is estimated at \$1,600,000.00. The alternatives will be discussed at the public meeting.

**ALLOW COMMENTS**

**CLOSE KDHE PUBLIC MEETING**

**2) OPEN KDHE PUBLIC HEARING (SEWER)**

**READ PUBLIC HEARING NOTICE**

The City of Osage City, Kansas will hold a public hearing on October 22, 2024, at 7:00 p.m. in the Council Chambers located at 221 S. 5th Street, Osage City, KS 66523 to present and discuss the proposed improvements for the wastewater collection system project. The improvements will be funded under



the low interest State Revolving Loan Fund Program through the Kansas Department of Health and Environment. The Loan application will include funding for the following improvements:

Wastewater collection system improvements consist of televising, cleaning, and repairing an estimated 4,000 linear feet of piping and making repairs or replacing approximately 40 manholes. Finally, manhole rim surveys of approximately 50 additional manholes while televising and inspecting manholes along 16,000 linear feet of collection system to identify structural and infiltration and inflow issues with the system will be performed. The project will also include associated pavement replacement, pre- and post-construction CCTV inspection, and other related miscellaneous appurtenances. Project activities will occur in an area generally bounded by the city limits of Osage City, KS. The estimated total project cost is \$1,600,000.00.

The anticipated amount of the loan application request will be \$1,600,000.00 and the total project cost is estimated at \$1,600,000.00. The anticipated increase in sewer use charges will be discussed. The proposed improvements will be explained and comments by the public will be considered. Oral and written comments will be accepted. Any written comments will become a part of the City's record of public hearing.

#### **ALLOW COMMENTS**

#### **CLOSE KDHE PUBLIC HEARING**

### **3) APPROVE AND EXECUTE KDHE SEWER APPLICATION DOCUMENTS**

Entertain a motion to adopt a Resolution authorizing filing of application with the Kansas Department of Health and Environment for a Loan under the Kansas Water Pollution Control Revolving Fund Act and authorizing the mayor and city clerk to sign and submit such an application (1 page – NEEDS A RESOLUTION #)

THIS MOTION INCLUDES THE FOLLOWING DOCUMENTS TO BE PREPARED BY GAS AND SIGNED BY THE MAYOR:

Certification for Cost and Effectiveness (1 page – **please place on city letterhead**)

Applicant Assurance of Public Participation (1 page)

Certification Regarding Lobbying (1 page)

Kansas Water Pollution Control Revolving Fund application form (4 pages please have mayor sign page 4 – we will fill in the missing info)

Loan administration contract with GAS for \$35,000

Additional discussion – all docs will be submitted by GAS tomorrow (10/23) in Topeka

RESOLUTION OF GOVERNING BODY OF APPLICANT

RESOLUTION NO. 1124

Resolution authorizing filing of application with the Kansas Department of Health and Environment for a Loan under the Kansas Water Pollution Control Revolving Fund Act (K.S.A. 1988 Supp. 65-3321 through 65-3329).

**WHEREAS** under the terms of the Kansas Water Pollution Control Revolving Fund Act (K.S.A. 1988 Supp. 65-3321 through 65-3329), the State of Kansas has authorized the making of the loans to authorize applicants to aid in the construction of specific public projects,

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF OSAGE CITY, KANSAS, AS FOLLOWS:**

**Section 1. Loan Application.** The Mayor and City Clerk of the City are hereby authorized to cause to be prepared and to execute a Loan Application, including all attachments thereto (jointly, the "Application"); in substantially the form presented to the Governing Body this date, in order to provide financing for the Project. The Application shall be forwarded to KDHE as soon as possible.

**Section 2. Further Proceedings.** The Mayor, City Clerk and the other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to complete the Application and to coordinate processing of a loan agreement for the Loan (the "Loan Agreement"); provided that the authorization to execute the Loan Agreement shall be subject to further resolution of the Governing Body.

**Section 3. Further Authority.** This Resolution shall be in full force and effect from and after its adoption.

Adopted by the Governing Body of the City of Osage City, Kansas on October 22, 2024.

(SEAL)

\_\_\_\_\_  
Mayor Brian Stromgren

ATTEST:

\_\_\_\_\_  
City Clerk Amy Woodward



**Proud Past • Brilliant Future**

City of Osage City  
201 South 5th Street  
P.O. Box 250  
Osage City, Kansas 66523-0250  
785-528-3714 office  
785-528-3022 fax  
osagecity@osagecity.com

Certification for “Cost and Effectiveness”

KWPCRF Project No. C20 3138 01

10/22/24

The Water Resources Reform and Development Act (WRRDA) includes Section 602(B)(13) applicable to the state Clean Water SRF programs – the Kansas Water Pollution Control Revolving Fund (KWPCRF). This requires the following certification regarding “cost and effectiveness” of the design for the wastewater collection and treatment system as a condition to receive funding from the KWPCRF.

“The applicant has studied and evaluated the cost and effectiveness of the processes, materials, techniques, and technologies for carrying out the proposed project or activity funded by this KWPCRF low interest loan, and has selected, to the maximum extent practicable, the processes, materials, techniques, and technologies that maximize the conservation and efficient use of water, considered the potential reuse of treated wastewater effluent, and considered the recapture of water for reuse, and that maximize energy conservation, taking into account construction costs, operation and maintenance costs, and replacement costs. Reference the attached checklist(s).”

---

Waldo Margheim, P.E.

Project Engineer

Burns & McDonnell

---

Brian Stromgren

Mayor

City of Osage City

Attachment

APPLICANT ASSURANCE OF PUBLIC PARTICIPATION  
FOR KANSAS WATER POLLUTION CONTROL  
REVOLVING LOAN FUND PROJECTS

I hereby certify that with reference to Wastewater Treatment Project Number:

C20 3138 01\_\_\_\_\_:

(a) A public meeting was conducted during the preparation of the facilities plan, non-point source pollution control management plan or groundwater quality protection plan to discuss project alternatives. Public notice was given not less than 15 days before the public meeting. A copy of the proof of publication for the notice of this meeting is attached.

(b) Prior to the adoption by the governing body and submission to the secretary for approval of the facilities plan, non-point source pollution control management plan or groundwater quality protection plan, a public hearing was conducted. Public notice was given not less than 30 days before the public hearing. Attached is a copy of the advertisement, record of minutes and list of persons attending.

\_\_\_\_\_  
Authorized Representative of Applicant

City of Osage City, KS

\_\_\_\_\_  
Legal Name of Applicant

\_\_\_\_\_  
Date

C20 3138-01  
KDHE PROJECT #

## **CERTIFICATION REGARDING LOBBYING**

### **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned 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 undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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 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 sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Brian Stromgren - Mayor, Osage City, KS

Typed Name & Title of Authorized Representative

\_\_\_\_\_  
Signature and Date of Authorized Representative

CONTRACT FOR KDHE ADMINISTRATION SERVICES  
FOR THE CITY OF OSAGE CITY, KANSAS  
SEWER SYSTEMS IMPROVEMENTS PROJECT

THIS CONTRACT made this 22nd day of October 2024, between WESTERN CONSULTANTS DBA GOVERNMENTAL ASSISTANCE SERVICES (THE CONSULTANT), PO Box 187, Lawrence, Kansas 66044, and the CITY OF OSAGE CITY, KANSAS (THE CITY).

WHEREAS, THE CITY, is engaged in a Community Improvement project, and,

WHEREAS completion of this project requires the services of a qualified Administrator FOR KDHE LOAN ADMINISTRATION.

NOW, THEREFORE, THE CITY engages the services of THE CONSULTANT upon the following terms and conditions:

1. TERMINATION OF CONTRACT

A. FOR CAUSE

If, through any cause, either party shall fail to fulfill, in a timely and proper manner, their obligations under this Contract, or if either party shall violate any of the covenants, agreements, or stipulations of this Contract, the other party shall thereupon have the right to terminate this Contract by giving written notice to the breaching party of such termination and specifying the effective date thereof. This notice shall not be less than fifteen (15) days prior to the effective date.

B. FOR CONVENIENCE

The CITY may terminate this Contract, in whole or in part, at any time by written notice to THE CONSULTANT.

In event of termination, all finished or unfinished documents, studies and reports prepared by THE CONSULTANT, under this Contract, shall remain the property of THE CONSULTANTS until THE CONSULTANT receives just and equitable compensation for any work satisfactorily completed hereunder, in accordance with this Contract, whereupon said documents, studies and reports shall become the property of THE CITY.

2. CHANGES

THE CITY may from time to time, request changes in the scope of services of THE CONSULTANT to be performed hereunder. Such changes, including any increase or decrease

in the amount of THE CONSULTANTS' compensation, which are mutually agreed upon by both parties shall be incorporated in written amendments to this Contract.

3. PERSONNEL

- A. THE CONSULTANT represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of or have any contractual relationship with THE CITY.
- B. All the services required hereunder will be performed by THE CONSULTANT or under its supervision and all personnel shall be fully qualified to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior approval of THE CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

4. SERVICES OF THE CONSULTANT

Services outlined in this Contract are those necessary to effectively administer the project. The following summary of services is not intended to limit the scope of service but is intended to illustrate the work and services to be provided by THE CONSULTANT.

These services will include, but are not limited to the following:

- Preparation of reports and paperwork to be submitted to State departments involved in the project.
- Perform necessary account procedures, relating to this project, until project is completed.
- Assist the City and Contractors with adherence to Affirmative Action rules and regulations.
- Review KDHE payment requests and check these against invoices.
- Process payment requests promptly.
- Work closely with City Staff throughout entire project.
- Attend Meetings that are project related.
- Report schedule changes to Governing Body.
- Assist City in project related public hearings required throughout the entire project.

- Work closely with all State departments and furnish additional information they may request.
- Perform additional duties as may be required.
- Apply for any necessary time extensions.
- Provide proper close-out requested by State departments involved in project.
- Operate within Federal and State guidelines, specifically:
  1. Title VI Civil Rights Act of 1964
  2. Section 109 Certifications
  3. Section 504 Certifications
  4. Age Discrimination Act of 1975
  5. Fair Housing Amendments Act of 1988
  6. Executive Order 11063 Certifications
  7. Kansas Act Against Discrimination
  8. Executive Order 11246 Certifications
  9. Section 3 Certifications
  10. Title VIII of the Civil Rights Act of 1968 as amended by the Housing Act of 1974
  11. Section 503 of the Rehabilitation Act of 1973 as amended
  12. 24 CFR 85 as modified by CFR 570 Subpart J
  13. Title 1 of the Housing & Community Development Act of 1974 as amended
  14. Section 519 Public Law 101-144 (The 1990 HUD Appropriation Act)
  15. Cranston-Gonzales National Affordable Housing Act (Section 906 & 912)
- Assist the City in developing a financial management system which will meet State and Local standards.
- Comply with all applicable laws, ordinances, and codes for the State and Local governments, including the attached “KDHE SRF CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS”
- Will not discriminate against any employee or applicant for employment because of race, sex, creed, color, or national origin. THE CONSULTANT will take Affirmative Action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

THE CONSULTANT agrees to post, in conspicuous places, available to employees and applicants for employment, notices to be provided by THE CITY, setting forth the provisions of this non-discrimination clause.

5. AUDIT

THE CITY will be responsible for having the records relating to this project audited by a Certified Public Accountant at the completion of this project if required. The expense for this audit will be a responsibility of the City.

6. INTEREST OF THE CITY'S GOVERNING BODY

No member of the Governing Body of the CITY, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this Contract, and THE CONSULTANT shall take appropriate steps to ensure compliance.

7. INTEREST OF THE CONSULTANT AND EMPLOYEES

THE CONSULTANT covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest of its service hereunder. THE CONSULTANT further covenants that in the performance of this Contract no person having any such interest shall be employed.

8. FEES

THE CITY agrees to pay THE CONSULTANT a fee for the services outlined.

The fee, for these services, will be as follows:

Services will be billed at \$130.00 per hour not to exceed \$35,000 for the administration. If the project has an additional time extension past the projected 24-month completion date, and the \$35,000 has been expended for administration hours worked, all additional work hours will be billed at the current accepted rate of \$130.00.

In no way can the contract be changed without a written amendment approved by the CITY.

IN WITNESS WHEREOF, the parties have signed this Contract the day and year first mentioned above.

\_\_\_\_\_  
Brian Stromgren - Mayor

ATTEST: \_\_\_\_\_  
Amy Woodward - City Clerk

  
\_\_\_\_\_  
Brett Waggoner  
Western Consultants DBA GAS

(SEAL)

# **KDHE SRF CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS**

STATE OF KANSAS  
ACT AGAINST DISCRIMINATION  
CONTRACT PROVISION CERTIFICATION FORM

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

PROJECT/CONTRACT NAME AND NO.

CONTRACTOR'S  
SIGNATURE

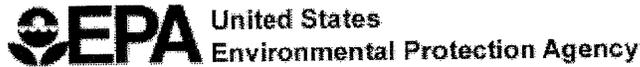


MUNICIPALITY City of Osage City, KS

TITLE Partner - Western Consultants DBA GAS

KPWSLF NO. C20-3038-01

DATE 10/22/24



C20-3038-01

KDHE PROJECT #

## **CERTIFICATION REGARDING LOBBYING**

### **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned 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 undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (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 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 sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Brett Waggoner - Owner - Western Consultants dba GAS  
Typed Name & Title of Authorized Representative

Brett Waggoner 10/22/2024  
Signature and Date of Authorized Representative

### Contract Provisions for Equal Opportunity

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

### **Contract Provisions for the Kansas Act Against Discrimination**

(a) Except as provided by subsection (c), every contractor for or on behalf of the State and any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services shall contain provisions by which the contractor agrees that:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas Human Rights Commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas Act Against Discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

- (1) Who employs fewer than four employees during the term of such contract; or
- (2) Whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

### **Contract Provisions for Restrictions on Lobbying**

The Contractor agrees to comply with Title 40 CRF Part 34, New Restrictions on Lobbying. **A Certification form must be submitted with the bid documents.**

### **Contract Provisions for the Trafficking Victims Protection Act of 2000**

The Contractor, its employees, sub-contractors, and sub-contractors employees under any KPWSLF Loan Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

### **Contract Provisions for Suspension and Debarment**

The Contractor certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Contractor must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Contractor agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

#### **Contract Provisions for Non Discrimination**

The contractor must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on the contractor. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

#### **Contract Provisions for Non Segregated Facilities**

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; *Provided*, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.





# Kansas Water Pollution Control Revolving Fund

## Loan Application

### Applicant Information

Municipality Name: Osage City, KS

Address: 201 S 5th Osage City KS 66523  
Street City State Zip

Contact Person Katie Hodge City Manager  
Name Title

Contact Info (785)528-3714 katie@osagecity.com  
Phone No. Email

Tax ID No. 48-6030647 Congressional District of Municipality 2

Unique Entity ID. XPMDXTGESFJ3 Engineering Consultant Firm Burns & McDonnell

Engineering Contact Name Waldo Margheim, PE

Engineering Contact Phone No. (816)894-8857

Engineering Contact Email wamargheim@burnsmcd.com

Project Title: Osage City South Area Sanitary Sewer Improvements  
Project Description:

Wastewater collection system improvements consist of televising, cleaning, and repairing an estimated 4,000 linear feet of piping and making repairs or replacing approximately 40 manholes. Finally, manhole rim surveys of approximately 50 additional manholes while televising and inspecting manholes along 16,000 linear feet of collection system to identify structural and infiltration and inflow issues with the system will be performed. The project will also include associated pavement replacement, pre- and post-construction CCTV inspection, and other related miscellaneous appurtenances. Project activities will occur in an area generally bounded by the city limits of Osage City, KS. The estimated total project cost is \$1,600,000.00. The anticipated amount of the loan application request will be \$1,600,000.00.

### Requested Loan Repayment Term

- 20-year repayment     30-year repayment     Interim financing (loan will be repaid when project is complete)

The interest rate for a 20-year repayment term will be set at 60% of the market rate, and a 30-year repayment term will be set at 70% of the market rate.

**Project Details**

**Estimated Project Costs**

Construction Cost	\$ _____	Contingencies	\$ _____
Engineering Planning & Design	\$ _____	Administrative & Legal Costs	\$ <b>35,000</b>
Construction Engineering & Inspection	\$ _____	Other	\$ _____
Total Project Cost			\$ <b>1,600,000</b>

**List all anticipated funding sources which are intended to be utilized to complete this project:**

KDHE SRF Loan	\$ <b>1,600,000</b>
Cash on Hand	\$ <b>0</b>
Community Development Block Grant (CDBG)	\$ <b>0</b>
USDA Rural Development Grant**	\$ <b>0</b>
Other	\$ <b>0</b>
Total	\$ <b>1,600,000</b>

\*\* Do not include USDA Rural Development loan amounts if the SRF loan will be interim financing for the Rural Development loan

**Anticipated Project Schedule:**

	Date (month/year)
Notice of Public Meeting Issued	/24
Public Meeting Held	10/22/24
Notice of Public Hearing Issued	/24
Public Hearing Held	10/22/24
Environmental Review Letters Sent	9/20/24
Final Plans and Specifications submitted to KDHE	TBD
Duration of Construction (in months)	12

**Number of Customers (connections) for the previous 3 years:**

Year	Residential	Commercial	Other	Total
2023	1,162.00	176	4	1,342
2022	1,172	171	4	1,347
2021	1,176	170	4	1,350

**If sewer charges are based (even in part) on volume of drinking water, complete the table for the Previous 3 Years**

Year	Total Gallons Billed for Calculating Sewer Rate
2023	12,363,000
2022	12,416,800
2021	12,960,800

**Valuations for Previous 3 Years (for Cities Only)**

Year	Assessed Valuation of Taxable Tangible Property (within City Limits)	Tangible Valuation of Motor Vehicles (within City Limits)	Total for Year
2023	\$ 20,601,109	\$ 154,201	\$ 20,755,210
2022	\$ 17,993,926	\$ 140,993	\$ 18,134,919
2021	\$ 18,305,050	\$ 138,268	\$ 18,443,318

**Attachments**

The following documents must be submitted for the application to be considered complete.

Document	Attached	Will be Submitted Separately
Preliminary Engineering Report/Facilities Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cost and Effectiveness Certification	<input checked="" type="checkbox"/>	<input type="checkbox"/>
List of Outstanding Debt Paid by Sewer Utility and Repayment Schedules	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Assurance of Public Participation Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Resolution Authorizing Application	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Outgoing Environmental Review Letters	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Environmental Review Responses	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Attachments Continued**

The following documents must be submitted for the application to be considered complete.

Document	Attached	Will be Submitted Separately
EPA Form 6600-06(Certification Regarding Lobbying)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Sewer Use Ordinance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of User Charge System	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Capital Improvement Financing Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NPDES Permit Application (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>

**Engineering Consultant Contract Procurement Process**

When the applicant entered into an agreement with the engineering firm responsible for any engineering services related to the project, was the agreement procured using the all of the following:

- Public announcement of the solicitation (e.g., a Request for Qualifications);
- Evaluation and ranking of the submitted qualifications statements based on established, publicly available criteria (e.g., identified in the solicitation);
- Discussion with at least three firms to consider anticipated concepts and compare alternative methods for furnishing services;
- Selection of at least three firms considered to be the most highly qualified to provide the services required; and.
- Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered

Yes  No

**Financial Capability Certification**

The application signature below will also certify that the municipality has the financial capability to repay a Kansas Water Pollution Control Reviving Fund loan and also has the capacity to cover the costs of operation and maintenance of the entire system of which the proposed project is an integral part.

**Signature**

I certify that I am authorized to sign this application on behalf of the governing body. To the best of my knowledge and belief, the data in this application is true and accurate.

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

Title: Mayor

Submit this application and all required attachments to:

KDHE/BOW  
 Attn: Kansas SRF Program  
 1000 SW Jackson St., Suite 420  
 Topeka, KS 66612-1367

# CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE  
10/22/2024

TIME  
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT:  Administration	APPROVED FOR AGENDA:
ITEM NO. 4	BY: Katie Hodge, City Manager	BY: KH

**ITEM:**

Governmental Assistance Services Contract

**BACKGROUND:**

This contract is for creating the application, gathering required documents needed, and submitting the Water Pollution Control Revolving Fund Loan application for the Sanitary Sewer Project Phase 5.

**FISCAL NOTE:**

\$8,500

**COUNCIL ACTION:**

**STAFF RECOMMENDATION:**

Approve the contract

**MOTION:**

I make a motion to authorize the Mayor to sign the contract with Governmental Assistance Services not to exceed \$8,500 for the preparation and submission of an application to the Water Pollution Control Revolving Fund Loan

CONTRACT FOR SERVICES

THIS AGREEMENT, MADE AND ENTERED INTO THIS 16th DAY OF SEPTEMBER 2024, BETWEEN THE CITY OF OSAGE CITY, KANSAS (THE CITY), AND WESTERN CONSULTANTS DBA GOVERNMENTAL ASSISTANCE SERVICES (THE CONSULTANT), PO BOX 187, LAWRENCE, KANSAS 66044.

WHEREAS, THE CITY HEREBY RETAINS THE CONSULTANT FOR THE SUBMITTAL OF AN APPLICATION ON BEHALF OF THE CITY FOR KS WATER POLLUTION CONTROL REVOLVING FUND LOAN.

WHEREAS, THE PURPOSE OF THIS CONTRACT IS TO PROVIDE THE CITY WITH A KS WATER POLLUTION CONTROL REVOLVING FUND LOAN APPLICATION FOR A SANITARY SEWER SYSTEM PROJECT.

THEREFORE, the parties agree as follows:

1. THE CONSULTANT agrees to perform the following services, to-wit:
  - (A) Submit KS-WPCR LOAN Application in accordance with the rules and regulations set forth by each State and Federal agency involved.
  - (B) THE CITY will be responsible for payment of public hearing costs.
2. In exchange for performance of above said services, related to the preparation and submission of said Applications, THE CITY shall authorize payment, as an allowable cost, to THE CONSULTANT, to-wit:
  - (A) Payment of \$8,500.00 due upon signing of this contract.

IN WITNESS WHEREOF, the parties hereto have signed their names the day, month and year mentioned above.

\_\_\_\_\_  
Brian Stromgren - Mayor  
City of Osage City, KS

  
\_\_\_\_\_  
Brett Waggoner - Partner  
Western Consultants DBA GAS



# CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE  
10/22/2024

TIME  
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT:  Administration	APPROVED FOR AGENDA:
ITEM NO. 5	BY: Katie Hodge, City Manager	BY: KH

**ITEM:**

Kirkham Michael contract

**BACKGROUND:**

The City of Osage City is pursuing Bipartisan Infrastructure Law money (BIL) to rehabilitate our airport runway and apron, along with installing new runway lights and beacon. The runway, apron, and lighting are in poor condition. The beacon will be moved to its new spot for the new runway.

The BIL grant we are pursuing is a 95/5 split for funding.

We received the "Go Letter" from the FAA to begin the process of submitting our application for funding on April 1, 2025. The City of Osage City, as required by FAA, contracted Dave Hadel, an Independent Fee Consultant, who provided Osage City with an independent review of fees for the services we need to complete this project. Please see his independent review following this information sheet. This was the first step in securing an engineering agreement which must be completed by October 31, 2024.

In comparing the Independent Fee Consultant's estimates to Kirkham Michael's fees, Kirkham Michael's were overall better than the independent consultant's estimate. Therefore, we can move forward with securing an agreement with Kirkham Michael to begin the next steps in the process.

This agreement with Kirkham Michael will provide engineering and consultancy services on this project.

**FISCAL NOTE:**

\$342,797.25

**COUNCIL ACTION:**

1. Approve the agreement
2. Reject the agreement
3. Table to a later date
- 4.

**STAFF RECOMMENDATION:**

Approve the Kirkham Michael agreement so we can pursue the project

# CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE  
10/22/2024

TIME  
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT:  Administration  BY: Katie Hodge, City Manager	APPROVED FOR AGENDA:  BY: KH
ITEM NO. 5		

**MOTION:**

1. I make a motion to enter into an agreement with Kirkham Michael to provide services as outlined in the agreement for the Airport Improvement Program Project No. 3-20-01220-015-2025 and the BIL No. 3-20-0120-014-2025 in an amount not to exceed \$342,797.25



U.S. Department of  
Transportation

**Federal Aviation  
Administration**

Central Region  
Iowa, Kansas  
Missouri, Nebraska

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

October 8, 2024

Ms. Katie Hodge  
City Manager  
Osage City Municipal Airport  
201 South 5th St.  
Osage City, KS 66523

Re: Osage City Municipal Airport (53K); Osage City, KS

**Subject: Initiation of Work for Proposed FY 2025 Project**

Dear Ms. Hodge:

**Proposed Project**

The FAA is considering the following project(s) as part of the FY 2025 Capital Improvement Program:

<b>Rehabilitate Runway 17/35.</b>	
<b>Rehabilitate Apron.</b>	<b>\$1,076,550.00</b>
<b>Reconstruct Ruwnay 17/35</b>	
<b>Lights</b>	
<hr/>	<hr/>
<i>Proposed Project Description</i>	<i>Federal Share Requested</i>

The project(s) scope of work and anticipated Federal share are based on your Airport Capital Improvement Plan (ACIP) Data Sheet.

Contact me if you no longer plan to accomplish this work this year, the scope has changed, or the cost estimate has changed significantly.

**Project Funded with Additional Grants.**

FY 2025 Grant Numbers with estimated amounts

1. 3-20-0120-014-2025 | \$476,550.00 | BIL - AIG - 2025
2. 3-20-0120-015-2025 | \$600,000.00 | AIP - 2025

What you need to know about a project funded with multiple grants:

- Each grant will need to have a usable unit of work, or per Program Guidance Letter 22-02, the project cost can be prorated to fit the funds available for each grant.
- Determine the best approach to structure the project budget and bid proposal to fit all funding sources.
- List all grants, including future grants on a project budget
- Submit a separate grant application for each grant.

**Purpose and Limitations of Letter**

This is not a guarantee of funding, nor is the value of the project considered a final determination by the FAA. The Congressional notification of funding, if issued, will serve as your official announcement that funding is available for your location. All work activities performed prior to Congressional release of funds are at the sponsor’s initiative.

**FAA Environmental Determination**

The FAA determined that there are no individual or cumulative extraordinary circumstances associated with this proposed action. The project is environmentally Categorical Excluded (CATEX) under paragraph(s) 5-6.4e, 5-6.3b, 5-6.3g of FAA Order 1050.1F as it relates to the National Environmental Policy Act (NEPA). No further environmental documentation for this project is needed. Please refer to the environmental conditions to be included in the project design and/or construction as appropriate.

**What you need to do now**

To compete for funding this fiscal year, you should complete the following actions:

- Evaluate your progress in meeting your 3-year DBE Program goal. If you have any questions regarding your DBE Program, contact Ms. Ofelia Medina at 424-405-7205 or ofelia.medina@faa.gov
- Initiate actions that require long lead times.
- Our records show the latest Exhibit A or Airport Property Map is dated 6/29/2016. If this does not match your records, please contact Amy Walter at (816) 329-2603 or amy.walter@faa.gov to correct.

**Proposed Schedule of Sponsor Actions**

Please complete the following actions no later than the date proposed. Contact me if you cannot meet these deadlines.

Submit Engineering Agreement by ..... **10/31/2024**  
Submit 30% Engineer’s Report and Preliminary CSPP by ..... **12/15/2024**  
Submit 90% Engineer’s Report, Plans, Specifications, and Draft CSPP by ..... **2/1/2025**  
Open Bids by ..... **3/15/2025**  
Submit Grant Application..... **4/1/2025**

**Detailed Guidance**

Detailed guidance regarding each of the above steps can be found in the AIP Sponsor Guide located at [http://www.faa.gov/airports/central/aip/sponsor\\_guide/](http://www.faa.gov/airports/central/aip/sponsor_guide/).

**Questions**

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

Page 3 of 2  
Go Letter  
53K 014

Sincerely,

A handwritten signature in black ink, appearing to read "Andrea McKinnie". The signature is written in a cursive style with a large initial 'A' and 'M'.

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

**HADEL IFE's, LLC**

October 14, 2024

Ms. Katie Hodge  
City Manager  
City of Osage City  
201 South 5<sup>th</sup> Street  
Osage City, Kansas 66523

Re: Independent Fee Estimate (IFE)  
For Design, Bidding, Construction Phase and Closeout Services  
at Osage City Municipal Airport (53K)

Dear Ms. Hodge:

At your request, we have performed an Independent Fee Estimate (IFE) for the Design, Bidding, Construction Phase and Closeout Services to Rehabilitate Runway 17-35, Taxiway and Apron Pavement and Runway 17-35 Edge Lighting at the Osage City Municipal Airport (53K). Our review was based on the Scope of Services document prepared by Kirkham, Michael & Associates, Inc., Engineer of Record (EOR).

Based on the project information received, HADEL IFEs, LLC understands the following primary project services to be performed as follows:

**PROPOSED SCOPE OF SERVICES**

**A. BASIC SERVICES**

- Task 1: Design Phase
- Task 2: Bidding Phase
- Task 3: Construction Phase
- Task 4: Closeout Phase

**B. SPECIAL SERVICES**

- Task 1: Field Surveys
- Task 2: Geotechnical Services
- Task 3: Material Testing

Utilizing the Scope of Services provided, Hadel IFEs, LLC's Independent Fee Estimate is \$406,500.

Table A provides a summary of the estimate for the Design, Bidding, Construction Phase and Closeout Services to Rehabilitate Runway 17-35, Taxiway and Apron Pavement and Runway 17-35 Edge Lighting at the Osage City Municipal Airport (53K). Additionally, attached for your review is a copy of the detailed fee analysis.

**Table A: Summary of Estimated Costs**

Task	Hours	Labor Cost	Expenses		Subconsultant Cost	Total
			Office	Field		
<b>A. Basic Services</b>						
Task 1: Design Phase	909.5	\$151,665.59	\$3,034.41	\$0.00	\$0.00	\$154,700.00
Task 2: Bidding Phase	69.0	\$12,599.40	\$2,500.60	\$0.00	\$0.00	\$15,100.00
Task 3: Construction Phase	911.0	\$144,349.15	\$4,544.45	\$18,206.40	\$0.00	\$167,100.00
Task 4: Closeout Phase	54.0	\$8,541.91	\$58.09	\$0.00	\$0.00	\$8,600.00
<b>Subtotals</b>	<b>1,943.5</b>	<b>\$317,156.06</b>	<b>\$10,137.55</b>	<b>\$18,206.40</b>	<b>\$0.00</b>	<b>\$345,500.00</b>
<b>B. Special Services</b>						
Task 1: Field Surveys	0.0	\$0.00	\$0.00	\$0.00	\$9,900.00	\$9,900.00
Task 2: Geotechnical Services	0.0	\$0.00	\$0.00	\$0.00	\$24,600.00	\$24,600.00
Task 3: Material Testing	0.0	\$0.00	\$0.00	\$0.00	\$26,500.00	\$26,500.00
<b>Subtotals</b>	<b>0.0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$61,000.00</b>	<b>\$61,000.00</b>
<b>TOTALS</b>	<b>1,943.5</b>	<b>\$317,156.06</b>	<b>\$10,137.55</b>	<b>\$18,206.40</b>	<b>\$61,000.00</b>	<b>\$406,500.00</b>

I trust this information is sufficient for your purposes. If you should have any additional questions or comments regarding this information, please contact me at 816-805-1941.

Sincerely,



David G. Hadel, PE  
 Manager

Enclosure:

- 2024-10-14 53K IFE Osage Municipal Airport Summary.pdf
- 2024-10-14 53K IFE Osage Municipal Airport Exhibit 1.pdf
- 2024-10-14 53K IFE Osage Municipal Airport Exhibit 2.pdf
- 2024-10-14 53K IFE Osage Municipal Airport Worksheet.pdf

cc: Project File

**DERIVATION OF CONSULTANT PROJECT COSTS  
SUMMARY OF COSTS**

Airport Name: Osage City Municipal Airport  
Location: Osage City, Kansas

**Task Name: Summary of Basic & Special Services**  
Design, Bidding, Construction Services & Closeout  
October 14, 2024

**1 DIRECT SALARY COSTS**

TITLE	HOURS	RATE/HR	COST (\$)		COST (\$) Sub/CW
			OFFICE	FIELD	
Principal	2.5	\$110.00	\$275.00	\$0.00	\$0.00
Project Manager	210.0	\$85.00	\$17,850.00	\$0.00	\$0.00
Staff Civil Engineer	357.0	\$54.00	\$19,278.00	\$0.00	\$0.00
Assistant Civil Engineer	249.5	\$45.00	\$11,227.50	\$0.00	\$0.00
Staff Electrical Engineer	151.5	\$60.00	\$9,090.00	\$0.00	\$0.00
Senior Technician	41.0	\$44.00	\$1,804.00	\$0.00	\$0.00
Staff Technician	231.0	\$38.00	\$8,778.00	\$0.00	\$0.00
Senior Quality Reviewer	28.0	\$65.00	\$1,820.00	\$0.00	\$0.00
Resident Representative	662.0	\$45.00	\$0.00	\$29,790.00	\$0.00
Clerical	11.0	\$34.00	\$374.00	\$0.00	\$0.00
<b>Total Hours</b>	<b>1,943.5</b>				
<b>Subtotal Direct Salary Costs</b>			<b>\$70,496.50</b>	<b>\$29,790.00</b>	<b>\$0.00</b>
<b>Total Direct Salary Costs</b>					<b>\$100,286.50</b>

**2 LABOR & GENERAL ADMINISTRATIVE OVERHEAD (& FCCM if applicable)**

a General Administrative Overhead Rate (%):	OFFICE	175.000%	\$123,368.88		
b General Administrative Overhead Rate (%):	FIELD	175.000%		\$52,132.50	
c General Administrative Overhead Rate (%):	Sub	175.000%			\$0.00
d Facilities Capital Cost of Money (FCMM) Rate (%):	OFFICE	0.000%	\$0.00		
e Facilities Capital Cost of Money (FCMM) Rate (%):	FIELD	0.000%		\$0.00	
f Facilities Capital Cost of Money (FCMM) Rate (%):	Sub	0.000%			\$0.00

**3 SUBTOTAL**  
*Sum of Items 1, 2a, 2b & 2c*

			<b>\$193,865.38</b>	<b>\$81,922.50</b>	<b>\$0.00</b>
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**4 PROFIT/FIXED FEE**

<i>Profit/Fixed Fee (%)</i> :	15.00%	(Profit/Fixed Fee x Item 3)	<b>\$29,079.81</b>		
	15.00%			<b>\$12,288.38</b>	
	15.00%				<b>\$0.00</b>
<b>Total Profit/Fixed Fee</b>					<b>\$41,368.18</b>

**5 SUMMARY OF ITEMS 2, 3 & 4**  
*Sum of Item 2.d, 2.e, 2.f, 3 & 4:*

			<b>\$222,945.18</b>	<b>\$94,210.88</b>	<b>\$0.00</b>
<b>Total Lump Sum Fee</b>					<b>\$317,156.06</b>

**DERIVATION OF CONSULTANT PROJECT COSTS  
SUMMARY OF COSTS**

Airport Name: Osage City Municipal Airport  
Location: Osage City, Kansas

**Task Name: Summary of Basic & Special Services**  
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October 14, 2024

**6**      **OUT OF POCKET EXPENSES**

Items	Units	Cost per Unit	No. of Units	COST (\$)	No. of Units	COST (\$)	No. of Units	COST (\$)
Travel	Miles	\$0.67	4,550.00	\$3,048.50	7,520.00	\$5,038.40	0.00	\$0.00
Daily Food	Per Diem	\$59.00	21.00	\$1,239.00	80.00	\$4,720.00	0.00	\$0.00
Daily Lodging	Per Diem	\$127.00	0.00	\$0.00	64.00	\$8,128.00	0.00	\$0.00
Plotting	Per SF	\$2.00	600.00	\$1,200.00	0.00	\$0.00	0.00	\$0.00
Drawings	Per SF	\$1.68	1,650.00	\$2,772.00	0.00	\$0.00	0.00	\$0.00
Printing	Per Page	\$0.12	11,000.00	\$1,320.00	0.00	\$0.00	0.00	\$0.00
Phone, Personal & Misc.	Each	\$1.00	558.05	\$558.05	320.00	\$320.00	0.00	\$0.00
<b>Subtotal of Out of Pocket Expenses:</b>				<b><u>\$10,137.55</u></b>		<b><u>\$18,206.40</u></b>		<b><u>\$0.00</u></b>
<b>Total of Out of Pocket Expenses: (Not to Exceed)</b>								<b>\$28,343.95</b>

**7**      **SUBCONSULTANTS**

Items	COST (\$)	COST (\$)	COST (\$)
Field Surveys	\$0.00	\$0.00	\$9,900.00
Geotechnical Services	\$0.00	\$0.00	\$24,600.00
Material Testing	\$0.00	\$0.00	\$26,500.00
<b>Subtotal of Subconsultant Costs:</b>		<b><u>\$0.00</u></b>	<b><u>\$61,000.00</u></b>
<b>Total of Subconsultant Costs: (Not to Exceed)</b>			<b>\$61,000.00</b>

**8**      **MAXIMUM TOTAL FEE**

<b>Subtotal of Total Fee:</b>	<b><u>\$233,082.73</u></b>	<b><u>\$112,417.28</u></b>	<b><u>\$61,000.00</u></b>
<b>Total Fee: (Not to Exceed)</b>			<b>\$406,500.00</b>

EXHIBIT-1



Task No.	Task Name:	BASIC SERVICES											Totals	Field Surveys	Geotechnical Services	Material Testing					
		Subtask No.	Subtask:	No. of Drawings:	Principal	Project Manager	Staff Civil Engineer	Assistant Civil Engineer	Staff Electrical Engineer	Senior Technician	Staff Technician	Senior Quality Reviewer					Resident Representative	Clerical			
2	Bidding Phase	a.	Provide Copies of Plans & Specifications																		
		b.	Distribute Notice to Bidders & Maintain the Master Planner List																		
		c.	Answer Questions During Bidding		4.0																
		d.	Issue Addenda (Assume 2)		4.0																
		e.	Attend Bid Opening		8.0																
		f.	Tabulate & Analyze Bid Results		1.0																
		g.	Review Bidder's Qualifications		2.0																
		h.	Provide a Written Recommendation to Sponsor		0.5																
		i.	Conduct telecon with Sponsor Regarding Bids		1.0																
		j.	Assist Sponsor with Contract Award		1.0																
		k.	Assemble (Issued for Construction) Contract Documents		0.5																
		<b>Total Number of Drawings</b>				<b>0</b>															
		<b>Total Number of Hours</b>				<b>69.0</b>															
<b>Total Direct Labor Cost</b>				<b>\$3,984.00</b>	\$0.00	\$1,190.00	\$1,944.00	\$180.00	\$44.00	\$190.00	\$0.00	\$0.00	\$0.00	\$136.00	\$0.00	\$0.00	\$0.00	\$0.00			
<b>Total General Administrative Overhead Cost</b>				<b>\$6,972.00</b>	\$0.00	\$2,082.50	\$3,402.00	\$315.00	\$77.00	\$332.50	\$0.00	\$0.00	\$238.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
<b>Total FCM Cost</b>				<b>\$0.00</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
<b>Total Profit</b>				<b>\$1,643.40</b>	\$0.00	\$490.88	\$801.90	\$74.25	\$18.15	\$78.38	\$0.00	\$0.00	\$56.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
<b>Total Lump Sum Cost Per Project Title</b>				<b>\$12,599.40</b>	\$0.00	\$3,763.38	\$6,147.90	\$569.25	\$139.15	\$600.88	\$0.00	\$0.00	\$430.10	\$0.00	\$0.00	\$0.00	\$0.00				
<b>Total Task Lump Sum Cost</b>				<b>\$12,599.40</b>																	
<b>Estimated Costs for Offices Expenses</b>				<b>\$2,500.60</b>																	
<b>Estimated Costs for Field Expenses</b>				<b>\$0.00</b>																	
<b>Estimated Costs for Contingency Worker Expenses</b>				<b>\$0.00</b>																	
<b>Total Estimated Costs for Office, Field &amp; Contingency Worker Expenses</b>				<b>\$2,500.60</b>																	
<b>Total Subcontractor Costs</b>				<b>\$0.00</b>																	
<b>Task 2 Total Costs</b>				<b>\$15,100.00</b>																	





Task No.	Task Name:	Subtask No.	Subtask:	No. of Drawings:	Principal	Project Manager	Staff Civil Engineer	Assistant Civil Engineer	Staff Electrical Engineer	Senior Technician	Staff Technician	Senior Quality Reviewer	Resident Representative	Clerical	Totals	Field Surveys	Geotechnical Services	Material Testing
2	<b>SPECIAL SERVICES</b>																	
	Geotechnical Services	2.01		0											0.0		\$24,600.00	
			Total Number of Drawings	0											0.0		\$24,600.00	
			Total Number of Hours	0.0											0.0		\$0.00	
			Total Direct Labor Cost	\$0.00											\$0.00		\$0.00	
			Total General Administrative Overhead Cost	\$0.00											\$0.00		\$0.00	
			Total FCCM Cost	\$0.00											\$0.00		\$0.00	
			Total Profit	\$0.00											\$0.00		\$0.00	
			Total Lump Sum Cost Per Project Title	\$0.00											\$0.00		\$0.00	
			<b>Total Task Lump Sum Cost</b>	<b>\$0.00</b>											<b>\$0.00</b>		<b>\$24,600.00</b>	
			Estimated Costs for Offices Expenses	\$0.00											\$0.00		\$0.00	
			Estimated Costs for Field Expenses	\$0.00											\$0.00		\$0.00	
			Estimated Costs for Contingency Worker Expenses	\$0.00											\$0.00		\$0.00	
			<b>Total Estimated Costs for Office, Field &amp; Contingency Worker Expenses</b>	<b>\$0.00</b>											<b>\$0.00</b>		<b>\$24,600.00</b>	
			<b>Total Subcontractor Costs</b>	<b>\$24,600.00</b>											<b>\$0.00</b>		<b>\$24,600.00</b>	
			<b>Task 2 Total Costs</b>	<b>\$24,600.00</b>											<b>\$0.00</b>		<b>\$24,600.00</b>	

Task No.	Task Name:	Subtask No.	Subtask:	No. of Drawings:	Principal	Project Manager	Staff Civil Engineer	Assistant Civil Engineer	Staff Electrical Engineer	Senior Technician	Staff Technician	Senior Quality Reviewer	Resident Representative	Clerical	Totals	Field Surveys	Geotechnical Services	Material Testing
3	<b>SPECIAL SERVICES</b>																	
	Material Testing	3.01		0											0.0		\$0.00	\$26,500.00
			Total Number of Drawings	0											0.0		\$0.00	\$26,500.00
			Total Number of Hours	0.0											0.0		\$0.00	\$0.00
			Total Direct Labor Cost	\$0.00											\$0.00		\$0.00	\$0.00
			Total General Administrative Overhead Cost	\$0.00											\$0.00		\$0.00	\$0.00
			Total FCCM Cost	\$0.00											\$0.00		\$0.00	\$0.00
			Total Profit	\$0.00											\$0.00		\$0.00	\$0.00
			Total Lump Sum Cost Per Project Title	\$0.00											\$0.00		\$0.00	\$0.00
			<b>Total Task Lump Sum Cost</b>	<b>\$0.00</b>											<b>\$0.00</b>		<b>\$0.00</b>	<b>\$26,500.00</b>
			Estimated Costs for Offices Expenses	\$0.00											\$0.00		\$0.00	\$0.00
			Estimated Costs for Field Expenses	\$0.00											\$0.00		\$0.00	\$0.00
			Estimated Costs for Contingency Worker Expenses	\$0.00											\$0.00		\$0.00	\$0.00
			<b>Total Estimated Costs for Office, Field &amp; Contingency Worker Expenses</b>	<b>\$0.00</b>											<b>\$0.00</b>		<b>\$0.00</b>	<b>\$26,500.00</b>
			<b>Total Subcontractor Costs</b>	<b>\$26,500.00</b>											<b>\$0.00</b>		<b>\$0.00</b>	<b>\$26,500.00</b>
			<b>Task 3 Total Costs</b>	<b>\$26,500.00</b>											<b>\$0.00</b>		<b>\$0.00</b>	<b>\$26,500.00</b>

SUMMARY OF BASIC SERVICES COSTS												
Task Name:	Principal	Project Manager	Staff Civil Engineer	Assistant Civil Engineer	Staff Electrical Engineer	Senior Technician	Staff Technician	Senior Quality Reviewer	Resident Representative	Clerical	Totals	
Summary of Basic Services												
	25	210	357	249.5	151.5	41	231	28	662	11	1943.5	\$0.00
Total Number of Drawings	1,943.5											\$0.00
Total Number of Hours	\$100,286.50	\$275.00	\$19,278.00	\$11,227.50	\$9,090.00	\$1,804.00	\$8,778.00	\$7,820.00	\$29,790.00	\$374.00	\$100,286.50	\$0.00
Total Direct Labor Cost	\$175,501.38	\$481.25	\$33,736.50	\$19,648.13	\$15,007.50	\$3,157.00	\$15,361.50	\$3,185.00	\$52,132.50	\$654.50	\$175,501.38	\$0.00
Total General Administrative Overhead Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total FCM Cost	\$41,368.18	\$7,363.73	\$7,952.18	\$4,631.34	\$3,749.63	\$744.15	\$3,620.93	\$750.75	\$12,288.38	\$154.28	\$41,368.18	\$0.00
Total Profit	\$869.69	\$56,450.63	\$60,966.68	\$33,506.97	\$28,747.13	\$5,705.15	\$27,760.43	\$5,755.75	\$94,210.88	\$1,182.78	\$317,156.06	\$0.00
Total Lump Sum Cost Per Project Title	\$317,156.06											\$0.00
Total Task Lump Sum Cost	\$10,137.55											\$0.00
Estimated Costs for Offices Expenses	\$18,206.40											\$0.00
Estimated Costs for Field Expenses	\$0.00											\$0.00
Estimated Costs for Contingency Worker Expenses	\$28,343.95											\$0.00
Total Estimated Costs for Office, Field & Contingency Worker Expenses	\$46,550.35											\$0.00
Total Subcontractor Costs	\$0.00											\$0.00
TOTAL SUMMARY OF BASIC SERVICES COSTS	\$345,500.00											\$0.00

SUMMARY OF SPECIAL SERVICES COSTS												
Task Name:	Principal	Project Manager	Staff Civil Engineer	Assistant Civil Engineer	Staff Electrical Engineer	Senior Technician	Staff Technician	Senior Quality Reviewer	Resident Representative	Clerical	Totals	
Summary of Special Services												
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
Total Number of Drawings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Number of Hours	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct Labor Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total General Administrative Overhead Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total FCM Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Profit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Lump Sum Cost Per Project Title	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Task Lump Sum Cost	\$0.00											\$0.00
Estimated Costs for Offices Expenses	\$0.00											\$0.00
Estimated Costs for Field Expenses	\$0.00											\$0.00
Estimated Costs for Contingency Worker Expenses	\$0.00											\$0.00
Total Estimated Costs for Office, Field & Contingency Worker Expenses	\$0.00											\$0.00
Total Subcontractor Costs	\$61,000.00											\$0.00
TOTAL SUMMARY OF SPECIAL SERVICES COSTS	\$61,000.00											\$61,000.00

SUMMARY OF BASIC & SPECIAL SERVICES COSTS														
Task Name:	Principal	Project Manager	Staff Civil Engineer	Assistant Civil Engineer	Staff Electrical Engineer	Senior Technician	Staff Technician	Staff Technician	Senior Quality Reviewer	Resident Representative	Clerical	Totals		
Summary of Basic & Special Services	25	210.0	357.0	249.5	151.5	41.0	231.0	28.0	662.0	11.0	1943.5	9900.00	24600.00	26500.00
<i>Total Number of Drawings</i>	<b>1,943.5</b>													
<i>Total Number of Hours</i>	\$100,286.50	\$275.00	\$19,278.00	\$11,227.50	\$9,090.00	\$1,804.00	\$8,778.00	\$1,820.00	\$29,790.00	\$374.00	\$100,286.50			
<i>Total Direct Labor Cost</i>	\$175,501.38	\$481.25	\$33,736.50	\$19,048.13	\$15,907.50	\$3,157.00	\$15,361.50	\$3,185.00	\$32,132.50	\$654.50	\$175,501.38			
<i>Total General Administrative Overhead Cost</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
<i>Total FCCM Cost</i>	\$41,368.18	\$173.44	\$7,952.18	\$4,631.34	\$3,749.63	\$744.15	\$3,620.93	\$750.75	\$12,288.38	\$154.28	\$41,368.18			
<i>Total Profit</i>	\$317,156.06	\$869.69	\$60,966.68	\$35,506.97	\$28,747.13	\$5,705.15	\$27,760.43	\$5,735.75	\$94,210.88	\$1,182.78	\$317,156.06	\$9,900.00	\$24,600.00	\$26,500.00
<b>Total Lump Sum Cost Per Project Title</b>	<b>\$317,156.06</b>													
<i>Total Task Lump Sum Cost</i>	\$10,137.55													
<i>Estimated Costs for Offices Expenses</i>	\$18,206.40													
<i>Estimated Costs for Field Expenses</i>	\$0.00													
<i>Estimated Costs for Contingency Worker Expenses</i>	\$28,343.95													
<i>Total Estimated Costs for Office, Field &amp; Contingency Worker Expenses</i>	<b>\$61,000.00</b>													
<i>Total Subcontractor Costs</i>	\$406,500.00													
<b>TOTAL SUMMARY OF BASIC &amp; SPECIAL SERVICES COSTS</b>														

**ENGINEERING BASIC & SPECIAL SERVICES COST BREAKDOWN  
SUMMARY OF COSTS**

Airport Name: Osage City Municipal Airport  
Location: Osage City, Kansas

**Task Name:** *Summary of Basic & Special Services*  
Design, Bidding, Construction Services & Closeout  
October 14, 2024

Classification:		Principal	Project Manager	Staff Civil Engineer	Assistant Civil Engineer	Staff Electrical Engineer	Senior Technician	Staff Technician	Senior Quality Reviewer	Resident Representative	Clerical	Expenses & Consultant Services
Gross Hourly Rate		\$347.88	\$268.81	\$170.78	\$142.31	\$189.75	\$139.15	\$120.18	\$205.56	\$142.31	\$107.53	
<b>BASIC SERVICES</b>												
Task No. 1	Task Name: Design Phase											
Total Number of Hours	909.5	2.5	116.5	178.0	216.0	110.5	37.0	214.0	28.0	0.0	7.0	909.5
Total Costs	\$154,700.00	\$869.69	\$31,316.66	\$30,397.95	\$30,739.50	\$20,967.38	\$5,148.55	\$25,717.45	\$5,755.75	\$0.00	\$752.68	\$3,034.41
Task No. 2	Task Name: Bidding Phase											
Total Number of Hours	69.0	0.0	14.0	36.0	4.0	5.0	1.0	5.0	0.0	0.0	4.0	69.0
Total Costs	\$15,100.00	\$0.00	\$3,763.38	\$6,147.90	\$569.25	\$948.75	\$139.15	\$600.88	\$0.00	\$0.00	\$430.10	\$2,500.60
Task No. 3	Task Name: Construction Phase											
Total Number of Hours	911.0	0.0	74.0	131.0	24.0	36.0	2.0	4.0	0.0	640.0	0.0	911.0
Total Costs	\$167,100.00	\$0.00	\$19,892.13	\$22,371.53	\$3,415.50	\$6,831.00	\$278.30	\$480.70	\$0.00	\$91,080.00	\$0.00	\$22,750.85
Task No. 4	Task Name: Closeout Phase											
Total Number of Hours	54.0	0.0	5.5	12.0	5.5	0.0	1.0	8.0	0.0	22.0	0.0	54.0
Total Costs	\$8,600.00	\$0.00	\$1,478.47	\$2,049.30	\$782.72	\$0.00	\$139.15	\$961.40	\$0.00	\$3,130.88	\$0.00	\$58.09
<b>Summary of Basic Services</b>												
Total Number of Hours	1,943.5	2.5	210.0	357.0	249.5	151.5	41.0	231.0	28.0	662.0	11.0	1,943.5
Total Costs	\$345,500.00	\$869.69	\$56,450.63	\$60,966.68	\$35,506.97	\$28,747.13	\$5,705.15	\$27,760.43	\$5,755.75	\$94,210.88	\$1,182.78	\$28,343.95

**ENGINEERING BASIC & SPECIAL SERVICES COST BREAKDOWN  
SUMMARY OF COSTS**

Airport Name: Osage City Municipal Airport  
Location: Osage City, Kansas

**Task Name:** *Summary of Basic & Special Services*  
Design, Bidding, Construction Services & Closeout  
October 14, 2024

Classification:		Principal	Project Manager	Staff Civil Engineer	Assistant Civil Engineer	Staff Electrical Engineer	Senior Technician	Staff Technician	Senior Quality Reviewer	Resident Representative	Clerical	Expenses & Consultant Services
Gross Hourly Rate		\$347.88	\$268.81	\$170.78	\$142.31	\$189.75	\$139.15	\$120.18	\$205.56	\$142.31	\$107.53	
<b>SPECIAL SERVICES</b>												
Task No.	Task Name:											
1	Field Surveys											
Total Number of Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<b>Total Costs</b>	<b>\$9,900.00</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,900.00
Task No.	Task Name:											
2	Geotechnical Services											
Total Number of Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<b>Total Costs</b>	<b>\$24,600.00</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,600.00
Task No.	Task Name:											
3	Material Testing											
Total Number of Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<b>Total Costs</b>	<b>\$26,500.00</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,500.00
<b>Summary of Special Services</b>												
Total Number of Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<b>Total Costs</b>	<b>\$61,000.00</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61,000.00
<b>Summary of Basic &amp; Special Services</b>												
Total Number of Hours	1,943.5	2.5	210.0	357.0	249.5	151.5	41.0	231.0	28.0	662.0	11.0	1,943.5
<b>Total Costs</b>	<b>\$406,500.00</b>	\$869.69	\$56,450.63	\$60,966.68	\$35,506.97	\$28,747.13	\$5,705.15	\$27,760.43	\$5,755.75	\$94,210.88	\$1,182.78	\$89,343.95

**Airport Improvement Program (AIP) Project No. 3-20-01220-015-2025, BIL No. 3-20-0120-014-2025**  
**Osage City Municipal Airport**  
**Osage City, Kansas**

THIS CONTRACT is made and entered into by and between the consulting firm of Kirkham, Michael & Associates, Inc. of Ellsworth, Kansas, hereinafter called the "Consultant" and the City of Osage City, Kansas, hereinafter called the "Sponsor".

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

**SECTION 1: GENERAL**

The Sponsor agrees to employ the Consultant to provide the services described in Sections 3 through 6 for the following project.

**Rehabilitate Runway 17/35 and Apron**

- **Crack repair / seal joints**
- **Asphalt Overlay**
- **Provide new markings**

**Reconstruct Runway 17/35 Lights**

- **Edge light replacement with LED**
- **New beacon**

Cory Gaston, P.E., will represent the Consultant as Project Engineer, and Eric Johnson will represent the Consultant as Project Manager in the performance of this agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for directing and coordinating all the activities necessary to complete this project.

The Consultant will provide all equipment and personnel necessary to do the tasks listed herein, except as otherwise provided. The Consultant shall be responsible for the quality, accuracy, and coordination of the design, drawings, reports, surveys, and other items furnished as part of this agreement.

**SECTION 2: PRELIMINARY PHASE**

"THIS PHASE NOT USED."

**SECTION 3: DESIGN PHASE**

Under this phase, the Consultant agrees to prepare the necessary construction plans and contract documents that will include special and general conditions, construction specifications, contract forms, labor provisions, notice to bidders, and proposal forms for the airport improvements listed in Section 1.

The Consultant will affix the seal of a registered Professional Engineer licensed to practice in the State of Kansas to the construction plans and specification/contract bound volume. The Consultant agrees to provide the following services:

- a. Project management and coordination. Coordinate with the Sponsor and the Federal Aviation Administration (FAA) to provide information on developments and decisions that are made concerning the project. Assist with preliminary project formulation and refinement of project scope.
- b. Prepare scope of services including a detailed breakdown of tasks and costs.
- c. Conduct a project kickoff meeting via teleconference with the Sponsor and the FAA in accordance with AIP Sponsor Guide No. 910 Predesign Conference. Kirkham Michael shall prepare a summary of the meeting that highlights critical project issues.
- d. Finalize design criteria in accordance with FAA Advisory Circulars. Submit a preliminary pavement layout and brief explanation of the layout including Runway 17/35, taxiway, and apron. Coordinate with FAA to ensure acceptance.
- e. Conduct field assessment of the existing site and pavement conditions ("Field Assessment").
  1. Research pavement history;
  2. Review surface treatment material alternates as design alternatives;
  3. Prepare cost analyses for surface treatment alternates;
  4. Submit Modification of Standards, if required.
- f. Surface rehabilitation recommendations for crack repair, joint sealing, and slurry seal.
- g. Develop preliminary Construction Safety & Phasing Plan (CSPP) and submit December 15, 2024.
- h. Conduct field survey for determining quantities.
- i. Kirkham Michael will update the pavement classification number (PCN) for the asphalt Runway 17/35 pavements based upon current geotechnical and state information and other existing reports.
- j. Present the preliminary results and recommendations at a meeting at the Sponsor's location and via teleconference with the FAA. Incorporate applicable comments into the final plans, specifications, and design report.
- k. Prepare detailed plans, specifications, contract documents, Construction Safety & Phasing Plan (CSPP), and engineer's design report. Kirkham Michael shall use FAA Advisory Circular (AC) 150/5370-10, Standards for Specifying Construction of Airports and shall follow the AIP Sponsor Guides listed below (current as of the date that Kirkham Michael executed the Agreement).
  1. Guide No 700 - Grant Implantation
  2. Guide No. 920 – Engineering Report
  3. Guide No. 930 – Plans and Specifications
  4. Guide No. 940 – Regional Approved Modifications to AC 150/5370-10
  5. Guide No. 950 – Sponsor Modifications of FAA Standards
  6. Guide No. 960 – Operation Safety on Airports
- l. Conduct a plan-in-hand review meeting on-site with the Sponsor.
- m. Prepare and submit electronically FAA Forms 7460-1 for Airspace Reviews of the Construction Safety & Phasing Plan (CSPP) staging/storage area boundaries, haul/access routes, and construction limit boundaries for each phase. Submittals will include detailed attachments.

- n. Perform Quality Control review of the above documents by a senior airport engineer prior to submittal to the Sponsor and FAA.
- o. Submit 90% plans, specifications, contract documents, and Engineer's Design Report. The detailed plans, specifications, contract documents, and Engineer's Design Report will be submitted to the FAA (2 copies) for review by February 1, 2024. Submit final plans, specifications, contract documents, and Engineer's Design Report within 35 days of receipt of comments from the FAA.

The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this contract are instruments of service and shall remain the Consultant's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. PDFs containing all drawings will be furnished to the sponsor for their use. The Consultant will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

This phase will be complete upon completion of all items listed above.

#### **SECTION 4: BIDDING PHASE**

Under this phase of the contract, the Consultant will assist the Sponsor in advertising and securing bids. The Consultant agrees to provide the following services:

- a. Provide sufficient copies of the approved plans and specifications to the Sponsor, plan rooms, and [www.QuestCDN.com](http://www.QuestCDN.com) for advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by Kirkham Michael. Kirkham Michael shall perform in accordance with AIP Sponsor Guide No. 1010 *Bidding*.
- b. Mail and/or email Notices to potential bidders and plan rooms. Contact contractors as needed to promote general interest in the project. Maintain a planholders list.
- c. Answer questions raised during the bidding process.
- d. Issue addenda as required.
- e. Attend the bid opening at the Sponsor's location.
- f. Tabulate and analyze bid results.
- g. Review bidder's qualifications. Evaluate bidders' compliance with Buy American Certification and DBE participation requirements.
- h. Furnish a written recommendation to the Sponsor regarding the award of the construction contract. The recommendation will include:
  - 1. Bid date;
  - 2. Summarized bid table;
  - 3. Evaluation of unit price extensions and total base bid, including an error check;
  - 4. Addendums and acknowledgements;
  - 5. Additional insured cost, if any;

6. DBE utilization, DBE letter of intent, DBE goal, and good faith effort (GFE) (if any), review for compliance with Sponsor's DBE program requirements;
  7. Buy American compliance;
  8. Confirmation of bidder's signature on proposal form;
  9. Bid guarantee;
  10. Pre-qualification requirements;
  11. Pre-bid meeting (if any);
  12. Review of qualifications;
  13. Debarment list verification;
  14. Provide list of subcontractors;
  15. Recommendation to award.
- i. Conduct one teleconference to present bids to the Sponsor.
  - j. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval in accordance with AIP Sponsor Guide No. 1020 *Contract Award*.
  - k. After FAA's and Sponsor's approvals, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide a pdf and if requested one bound set each to FAA, Sponsor, and Contractor.

This phase will be considered complete when the executed contracts have been approved by the Sponsor and FAA. Re-advertising, if necessary, will be negotiated under a supplemental agreement to this contract.

**SECTION 5: CONSTRUCTION PHASE**  
(INCLUDES OBSERVATION)

Based on estimated 80 Working Days (Estimated Construction Contract Time)

Under this phase, the Consultant agrees to perform the following services:

- a. Project Administration. Provide general consultation and technical assistance to the Sponsor during all construction phases. Coordinate with the Sponsor and FAA to ensure all parties have timely information on developments and decisions that are made concerning the project. Provide up to 5 sets of plans and specifications to the Construction Contractor for their use.
- b. Prepare and submit Quarterly Performance Reports.
- c. Assign a Project Engineer to the project who will periodically perform Construction Observation of the work in progress. It is estimated that the Project Engineer will make 3 site visits: approximately every other week, plus 1 visit prior to the start of patching, and 1 visit towards the end.
- d. Review shop drawings and all materials data submitted by Construction Contractors for general compliance with design concepts and Buy American provisions. Kirkham Michael'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.

- e. Conduct a preconstruction conference per AIP Sponsor Guide No. 1040 Preconstruction Conference. Submit a formal report of the conference discussions.
- f. 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.
- g. Provide full-time on-site Construction Observation in accordance with AIP Sponsor Guide No. 1030 Construction Observation, except that a Construction Observation Program will not be prepared.
- h. Submit weekly FAA Form 5370-1 "Construction Progress and Inspection Reports" and testing reports to the Sponsor and FAA.
- i. 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.
- j. 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 closeout.
- k. Prepare and negotiate construction contract modifications, change orders, and supplemental agreements per AIP Sponsor Guide No. 1080 Contract Modifications.
- l. Review amounts owed to construction contractors and prepare progress estimate forms certified by Construction Contractor.
- m. Arrange and conduct final walk-through with Sponsor and Construction Contractor. Prepare punch list and monitor completion of punch list items.
- n. Arrange and attend final inspection.

#### **SECTION 5A: CLOSEOUT PHASE**

Under this phase, the Consultant agrees to perform the following services. Final closeout documents shall be provided to FAA within 90 days of the final acceptance.

- a. Sponsor Certification for Final Acceptance
- b. Final Inspection Report (5100-17)
- c. Final Outlay Report (SF-271)
- d. Final Federal Financial Report (SF-425)
- e. Final Project Cost Summary
- f. Summary of DBE Utilization – to be included in the Final Construction Report
- g. Final Construction Report – one copy each to Sponsor and FAA
- h. As-built Drawings – provide a pdf copy each to Sponsor and FAA
- i. As-built Airport Layout Plan – will not be completed

## SECTION 6: SPECIAL SERVICES

Under this phase, the Consultant will provide the following services. Services not listed in Sections 3 through 6 can only be added by supplemental agreement to this contract.

## SECTION 7: FEES AND CHARGES

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

Section 2: Preliminary Phase. "THIS PHASE NOT USED."

Section 3: Design Phase. Payment for the items included in Section 3: Design Phase shall be the lump sum of \$161,812.88 shown on Attachment A, attached and made a part hereto. Payment shall be due according to the following payment schedule:

Payment shall be due monthly based on the percentage of work completed; a 25% retainage of the total payment will be withheld until after plans and specifications are approved.

Section 4: Bidding Phase. Payment for the items included in Section 4: Bidding Phase shall be the lump sum of \$13,755.69 shown on Attachment B attached and made a part hereto. Payment shall be due according to the following schedule:

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Payment shall be due according to the following payment schedule:

- 85% when bids received;
- 15% when item e in Section 4: Bidding Phase is completed.

Section 5: Construction Phase. Payment for the items included in Section 5: Construction Phase shall be made based on direct salary, overhead costs, and reimbursable expenses incurred plus a fixed payment of \$14,877.81 and subcontract costs. The schedule of charges and reimbursable expenses is Attachment C 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 5 will not be greater than the "Not-to-Exceed" (NTE) amount of \$156,149.55 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 is not exceeded. If construction contract time is exceeded or the scope of services is increased, then 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.

Section 5A: Closeout Phase. Payment for the items included in Section 5A: Closeout Phase shall be the lump sum of \$11,079.13 shown on Attachment D attached and made a part hereto.

Payment shall be due when the final closeout documents are accepted and approved by FAA.

Section 6: Special Services. If Special Services are added during the course of this contract, a supplemental agreement will be executed to cover any added fees when the services are authorized. All supplemental agreements are subject to the same approvals as this agreement.

Section 7: Payment Provisions and Adjustments. All payments shall be made based on the lump sum amounts or unit charges and fixed fees, as provided. If the scope of the Consultant service's changes, causing an increase or decrease to the Consultant's costs, this Contract shall be adjusted to cover the increase or decrease in costs. If circumstances beyond the control of the Consultant require more than 18 months from the date of this agreement to complete the work specified herein, this contract may be adjusted to cover any increase in the Consultant's costs yet to be incurred. All adjustments shall be negotiated in the same manner as this contract and shall be executed as a Supplemental Agreement to the original contract. The Sponsor will not reduce the Consultant's final payment for any part of the project designed but not actually constructed.

The Consultant shall attach a separate Attachment to this agreement for each subconsultant used in each phase for any part of the services to be performed by subconsultant. Subconsultant Attachments shall break out hours, rates, and fees necessary for determination of reasonableness of cost.

Federal Contract Provisions dated May 24, 2023, are attached to this Agreement and shall be considered incorporated and be an integral part of this agreement.

**APPROVALS.**

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 state or federal funds are obligated.

IN TESTIMONY WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, with copies to be filed with the Federal Aviation Administration.

**CONSULTING FIRM**

Kirkham, Michael & Associates, Inc.  
217 North Douglas Avenue  
Ellsworth, Kansas 67439

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
Eric W. Johnson  
Vice President

**AIRPORT SPONSOR**

City of Osage City, Kansas  
201 South 5th Street  
Osage City, Kansas 66523

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

# FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

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

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

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

## PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS.....	3
CIVIL RIGHTS – GENERAL.....	3
CIVIL RIGHTS – TITLE VI ASSURANCES.....	3
PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.....	6
FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE).....	6
OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 .....	6
RIGHT TO INVENTIONS.....	6
SEISMIC SAFETY.....	7
TAX DELINQUENCY AND FELONY CONVICTIONS .....	7
TRADE RESTRICTION CERTIFICATION .....	7
VETERAN’S PREFERENCE.....	8

## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING .....	9
EQUAL EMPLOYMENT OPPORTUNITY (EEO).....	9
PROHIBITION OF SEGREGATED FACILITIES .....	10
TERMINATION OF CONTRACT.....	11

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000**

DEBARMENT AND SUSPENSION..... 12

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000**

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS..... 13  
LOBBYING AND INFLUENCING FEDERAL EMPLOYEES..... 14

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000**

CLEAN AIR AND WATER POLLUTION CONTROL ..... 15

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000**

BREACH OF CONTRACT TERMS ..... 15  
DISADVANTAGED BUSINESS ENTERPRISE ..... 15

## PROVISIONS APPLICABLE TO ALL CONTRACTS

### **ACCESS TO RECORDS AND REPORTS**

Reference: 2 CFR § 200.334  
2 CFR § 200.337  
FAA Order 5100.38

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

### **CIVIL RIGHTS – GENERAL**

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### **CIVIL RIGHTS – TITLE VI ASSURANCES**

Reference: 49 USC § 47123  
FAA Order 1400.11

#### *Title VI Solicitation Notice*

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

#### *Title VI List of Pertinent Nondiscrimination Acts and Authorities*

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq*).

*Nondiscrimination Requirements / Title VI Clauses for Compliance*

**Compliance with Nondiscrimination Requirements:**

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

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

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Reference: 2 CFR § 200, Appendix II(K)  
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

Reference: 29 USC § 201, et seq  
2 CFR § 200.430

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

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

**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

Reference: 20 CFR Part 1910

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

**RIGHT TO INVENTIONS**

Reference: 2 CFR Part 200, Appendix II(F)  
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

**SEISMIC SAFETY**

Reference: 49 CFR Part 41

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

**TAX DELINQUENCY AND FELONY CONVICTIONS**

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts  
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

**TRADE RESTRICTION CERTIFICATION**

Reference: 49 USC § 50104  
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.

#### **VETERAN'S PREFERENCE**

Reference: 49 USC § 47112(c)

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

## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

### **DISTRACTED DRIVING**

Reference: Executive Order 13513  
DOT Order 3902.10

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

### **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

Reference: 2 CFR Part 200, Appendix II(C)  
41 CFR § 60-1.4  
41 CFR § 60-4.3  
Executive Order 11246

#### Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **PROHIBITION OF SEGREGATED FACILITIES**

Reference: 2 CFR Part 200, Appendix II(C)  
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.

## **TERMINATION OF CONTRACT**

Reference: 2 CFR Part 200, Appendix II(B)  
FAA Advisory Circular 150/5370-10, Section 80-09

### *Termination for Convenience (Professional Services)*

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

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

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

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

### *Termination for Cause (Professional Services)*

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

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

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

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant

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

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

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

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

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

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

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

### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000**

#### **DEBARMENT AND SUSPENSION**

Reference: 2 CFR Part 180 (Subpart B)  
2 CFR Part 200, Appendix II(H)  
2 CFR Part 1200  
DOT Order 4200.5  
Executive Orders 12549 and 12689

#### **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.

### 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.

### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000**

#### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

Reference: 2 CFR Part 200, Appendix II(E)  
2 CFR § 5.5(b)  
40 USC § 3702  
40 USC § 3704

#### **1. Overtime Requirements.**

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

#### **2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

#### **3. Withholding for Unpaid Wages and Liquidated Damages.**

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

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

#### 4. Subcontractors.

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

### **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment  
2 CFR Part 200, Appendix II(I)  
49 CFR Part 20, Appendix A

#### 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.

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000**

### **CLEAN AIR AND WATER POLLUTION CONTROL**

References: 2 CFR Part 200, Appendix II(G)  
42 USC § 7401, et seq  
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000**

### **BREACH OF CONTRACT TERMS**

Reference: 2 CFR § 200 Appendix II(A)

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

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

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

### **DISADVANTAGED BUSINESS ENTERPRISE**

Reference: 49 CFR Part 26

#### **Solicitation Language (Solicitations that include a Contract Goal)**

##### **Bid Information Submitted as a matter of *responsiveness*:**

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

**Bid Information submitted as a matter of bidder responsibility:**

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

**Solicitation Language (Race/Gender Neutral Means)**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**Prime Contracts (Contracts Covered by a DBE Program)**

**Contract Assurance (49 CFR § 26.13)**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

Prompt Payment (49 CFR § 26.29)

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

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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# Exhibit A



## General Terms and Conditions

### 1. AUTHORIZATION TO PROCEED

Signing of the accompanying agreement for engineering and related services shall be authorization by the client for Kirkham Michael & Associates, Inc. (Kirkham Michael) to proceed with the professional services described, unless otherwise stated in the agreement form.

### 2. DEFINITION

These mutually agreed covenants which include as a minimum the attached written proposal (Proposal) including a Scope of Services and these General Terms and Conditions constitute the "Agreement." This Agreement defines the relationship between the Client as identified in the Proposal and Kirkham Michael for the Project as defined in the Proposal. The professional services of Kirkham Michael shall include services performed by employees of Kirkham Michael, its affiliates, subsidiaries, independent professional associates, consultants and subconsultants.

### 3. STANDARD OF PRACTICE AND ABSENCE OF WARRANTY

Services performed by Kirkham Michael under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise. All estimates, recommendations, opinions, and decisions of Kirkham Michael will be made upon the basis of the information available to Kirkham Michael and Kirkham Michael's experience, technical qualifications, and professional judgment. Kirkham Michael makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Kirkham Michael's services.

Client expressly acknowledges that subsurface conditions may vary at locations other than at a particular location where borings, explorations, surveys and samplings are made, and that the data interpretations and recommendations of Kirkham Michael are based solely upon information available to Kirkham Michael. Client also acknowledges that Kirkham Michael shall not be responsible for interpretations by others of the information developed. All data obtained during investigative phases are subject to confirmation of conditions encountered during subsequent phases of the Project. Client recognizes that the scope of services under this Agreement is limited by Client's available budget and schedule and those additional services may yield more accurate and reliable information regarding conditions at or near the site.

### 4. PROJECT SITE AND RIGHT OF ENTRY

Client shall furnish or cause to be furnished to Kirkham Michael all documents and information known to CLIENT that relates to the identity, location, quantity, nature or characteristics of any hazardous waste at, on, or under the site. In addition, Client shall furnish and pay for such other reports, aerial photographs, data, studies, drawings, specifications, documents, and other information regarding surface and subsurface site conditions, which will be required by Kirkham Michael for performance of its services. Kirkham Michael shall be entitled to rely upon documents and information provided by Client in performing the services required under this Agreement; however, Kirkham Michael assumes no responsibility or liability for the accuracy or completeness of said documents and information. Client provided documents will remain the property of Client.

Kirkham Michael will not direct, supervise or control the work of contractors or their subcontractors. Kirkham Michael's services do not include a review or evaluation of a contractor's (subcontractor's) safety measures.

Kirkham Michael shall be responsible only for its activities and those of its employees on any site. Neither the professional activities nor the presence of Kirkham Michael, its employees, or its subconsultants on a site shall imply that Kirkham Michael controls the operations of others; nor shall this be construed to be an acceptance by Kirkham Michael of any responsibility for Project site safety.

Client shall provide right of entry for Kirkham Michael personnel, Kirkham Michael subconsultants and all equipment and vehicles necessary to perform services. Kirkham Michael will take reasonable measures to minimize damage to property; however, Client understands that some damage may occur and the cost of repair of such damage will be borne by the Client.

Client understands that Client will be responsible for designating the location of below grade structures, foundations, utilities and other subterranean obstacles. Kirkham Michael will take reasonable effort to avoid damage to these items. In the event these items cannot be located, Kirkham Michael, by Client written authorization, at Client's cost, will deploy feasible locating methods and employ specialty "dig up" crews to confirm locations. However, Client agrees to hold Kirkham Michael harmless for damages to or damages caused by any subsurface or subterranean utilities or structures which are not correctly located by Client or which Kirkham Michael could not locate using a reasonable standard of care.

### 5. INVOICING AND PAYMENT

The Client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly pay Kirkham Michael for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Kirkham Michael on a monthly basis and shall be due and payable upon receipt. The Client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by Kirkham Michael more than thirty (30) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

If the Client for any reason fails to pay the undisputed portion of Kirkham Michael's invoices within thirty calendar days from the invoice date, Kirkham Michael may cease work on the project and the Client shall waive any claim against Kirkham Michael and shall defend and indemnify Kirkham Michael from and against any claims for injury or loss stemming from Kirkham Michael's cessation of services. Client shall also pay Kirkham Michael the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

Unless the specific provisions of Proposal provide otherwise or the Current Year Schedule of Fees is not incorporated, then payment under this Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense or per diem), and the provisions of the following sub-paragraphs shall apply:

a. The minimum time segment for billing field work is four (4) hours. The minimum time segment for billing work performed at an office is one-half (1/2) hour.

b. Project subcontracts (e.g. drilling, trenching, special testing, surveying, etc.) will be billed at cost plus 15% for handling and administration.

c. Other direct costs, excluding travel and subsistence, are payable at actual documented cost plus 10% for handling and administration. This shall include such items as shipping, communication, printing and reproduction, computer services, supplies and equipment, and equipment items rented from commercial sources. Travel and subsistence expenses of personnel when on business connected with the Project are reimbursable at cost plus 10%. The use of reusable field and support equipment owned by Kirkham Michael will be billed at negotiated rates. In the event that equipment does not have a current rate, a daily rate of 2% of purchase price of equipment will be used.

d. When applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task or phase. Analyses performed in Kirkham Michael or Kirkham Michael's subconsultants' laboratories will be billed on a unit-cost-per-analysis basis, unless specified otherwise in the accompanying Proposal (Scope of Services).

# Exhibit A



## General Terms and Conditions

e. Invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense, but not actual documentation. If requested by Client, documentation will be supplied at the cost of providing such documentation, including labor and copying costs.

### 6. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute Kirkham Michael's estimate to perform the services required to complete the Project as Kirkham Michael understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Kirkham Michael will inform CLIENT of such situations so that negotiation and compensation can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement modified accordingly. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of either party's obligations results from any cause beyond either party's reasonable control and without either party's negligence.

### 7. LIMITATION OF LIABILITY

Kirkham Michael's liability is limited to amount of Kirkham Michael's compensation or the amount of fifty thousand dollars (\$50,000) whichever is less. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Kirkham Michael and Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, and any of them, to Client and anyone claiming, by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kirkham Michael or Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, or any of them, shall not exceed the total compensation received by Kirkham Michael under this Agreement.

### 8. INSURANCE

Kirkham Michael agrees to purchase, at its own expense, Workers' Compensation Insurance and Comprehensive General Liability Insurance and will upon request, furnish insurance certificates to Client. Kirkham Michael agrees to indemnify Client for the claims covered by Kirkham Michael's insurance subject to the limitation of liability contained in Section 7. Kirkham Michael agrees to purchase additional insurance if requested by Client (presuming such insurance is reasonably available from carriers acceptable to Kirkham Michael), provided the costs for additional insurance are reimbursed by Client.

### 9. INDEMNIFICATION

Client and Kirkham Michael each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Kirkham Michael, they shall be borne by each party in proportion to its negligence.

### 10. CONSEQUENTIAL DAMAGES

The Client shall not be liable to Kirkham Michael and Kirkham Michael shall not be liable to the Client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of

this fault or whether it was committed by the Client or Kirkham Michael, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

### 11. TERMINATION

Either party may terminate the Agreement, in whole or in part, fourteen (14) days after giving written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum," the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of payment is based upon cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs Kirkham Michael incurs relating to commitments that had become firm before termination, and for a reasonable profit for services performed.

### 12. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the laws of the State of Nebraska, unless mutually agreed in writing by Client and Kirkham Michael to be in accordance with the laws of the state where the Project is located.

### 13. DISPUTE RESOLUTION

Client and Kirkham Michael agree that as a prerequisite to the filing of a lawsuit or a demand for arbitration, they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

### 14. HAZARDOUS ENVIRONMENTAL CONDITIONS AND DISPOSAL OF CONTAMINATED MATERIAL

It is understood and agreed that Kirkham Michael is not, and has no responsibility as a handler, generator, treater, or storer, transporter, or disposer of hazardous or toxic substances found or identified at the Project site. It is acknowledged by both parties that Kirkham Michael's scope of services does not include any services related to the presence or discovery at the site of asbestos, PCBs, petroleum, hazardous waste, radioactive materials or any other hazardous material or toxic substance. Client acknowledges that Kirkham Michael is performing professional services for Client and Kirkham Michael is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at the Project site.

### 15. CONFIDENTIALITY

Kirkham Michael shall maintain as confidential and not disclose to others without Client's prior written consent all information obtained from Client that was not otherwise previously known to Kirkham Michael or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (1) is published or comes into the public domain through no fault of Kirkham Michael, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction.

Client agrees that Kirkham Michael may use and publish Client's name and a general description of Kirkham Michael's services with respect to the Project in describing Kirkham Michael's experience and qualifications to other Clients or potential Clients.

# Exhibit A



## General Terms and Conditions

### 16. OWNERSHIP OF DOCUMENTS, RE-USE OF DOCUMENTS AND USE OF ELECTRONIC MEDIA

All documents including drawings and specifications prepared or furnished by Kirkham Michael (and Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants) pursuant to this Agreement are instruments of service in respect of the Project, and Kirkham Michael shall retain an ownership and property interest therein, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others as extensions of the Project or on any other project. Any Client re-use without written verification or adaptation by Kirkham Michael for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Kirkham Michael or Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting there from. Any such verification or adaptation will entitle Kirkham Michael to further compensation at rates to be agreed upon by Client and Kirkham Michael.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Kirkham Michael. Files in electronic media format or text, data, graphic or other types that are furnished by Kirkham Michael to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Kirkham Michael makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Kirkham Michael at the time electronic files were furnished to the Client.

### 17. CONTROLLING AGREEMENT

These General Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding Kirkham Michael's services. If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

These General Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause. This Agreement between Client and Kirkham Michael shall pertain only to the benefit of the parties hereto, and no third party shall have rights hereunder.

### 18. OPINIONS OF PROBABLE COST

Opinions of probable cost, cost estimates, and construction cost estimates provided herein are made based upon Kirkham Michael's experience and qualifications as professional engineers. However, since Kirkham Michael has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or other market conditions, any opinions of cost shall be accepted by Client subject to Paragraph 3 of these General Terms and Conditions.

In the event Client desires a level of accuracy of an estimate which establishes cost ceilings or detailed cost component analyses, Kirkham Michael will upon written authorization from Client secure the services of a specialized cost estimating and analyzing firm acceptable to Client. The Client shall agree to the payment of additional compensation as required.

### 19. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by Kirkham Michael, it is understood that the Contractor, not Kirkham Michael is responsible for the construction of the project, and that Kirkham Michael is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Kirkham Michael understands that the Client has sole right to decide whether to engage Kirkham Michael for Construction Phase Services. In the event the Client chooses to not include Kirkham Michael in Construction Phase Services, the Client shall be solely responsible for interpreting the Contract Documents and observing the Work of the Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the Client authorizes deviations, recorded or unrecorded, from the documents prepared by Kirkham Michael, the Client shall not bring any claim against Kirkham Michael and shall indemnify and hold Kirkham Michael, its agents and employees harmless from and against any claims, losses, damages and expenses, including but limited to defense costs and time of Kirkham Michael professionals, to the extent such claim, loss, damage or expense arises out such deviations.

### 20. PROPRIETARY DATA

The technical and pricing information contained in the accompanying Proposal or this Agreement is to be considered Confidential and Proprietary, and is not to be disclosed or otherwise made available to third parties without the express written consent of Kirkham Michael.

# Kirkham Michael

## Attachment A

### Design Phase

#### Osage City Municipal Airport

#### Rehabilitation Runway 17/35 and Apron, Reconstruct Runway 17/35 Lights

BIL No. 3-20-0120-014-2025, AIP No. 3-20-01220-015-2025

#### Item No. 1 - Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Costs
Principal	8	\$103.37	\$ 826.96
Sr. Project Engineer	50	\$103.37	\$ 5,168.50
Project Manager	120	\$64.90	\$ 7,788.00
Project Engineer	225	\$52.88	\$ 11,898.00
CADD Tech.	200	\$39.00	\$ 7,800.00
Asst. Engineer	200	\$45.67	\$ 9,134.00
Survey Manager	20	\$84.13	\$ 1,682.60
Party Chief	45	\$39.00	\$ 1,755.00
Clerical	60	\$28.50	\$ 1,710.00
	928		
<b>Total Direct Salary</b>			<b>\$ 47,763.06</b>

#### Item No. 2 - Labor and General & Administrative Overhead

Percentage of Direct Salary Costs 168.38% \$ 80,423.44

#### Item No 3 - Subtotal of Items 1 & 2

\$ 128,186.50

#### Item No. 4 - Fixed Fee: 12% of Item 3

\$ 15,382.38

#### Item No. 5 - Direct Non-Salary Expenses

Travel	1100	\$0.67	\$ 737.00
Meals/day	3	\$59.00	\$ 177.00
Hotel	3	\$110.00	\$ 330.00
Printing			\$ -
<b>Total Non-Salary Expenses</b>			<b>\$ 1,244.00</b>

#### Item No. 6 - Subconsultants

GEO-tech	\$ 7,000.00
Morrissey for electrical	\$ 10,000.00
Total Subs	\$ 17,000.00

#### Item No. 7 - hourly not to exceed 3, 4, 5 & 6

\$ 161,812.88

# Kirkham Michael

## Attachment B

### Bid Phase

#### Osage City Municipal Airport

#### Rehabilitation Runway 17/35 and Apron, Reconstruct Runway 17/35 Lights

BIL No. 3-20-0120-014-2025, AIP No. 3-20-01220-015-2025

#### Item No. 1 - Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Costs
Principal		\$103.37	\$ -
Sr. Project Engineer	10	\$103.37	\$ 1,033.70
Project Manager	15	\$64.90	\$ 973.50
Project Engineer	20	\$52.88	\$ 1,057.60
CADD Tech.		\$39.00	\$ -
Asst. Engineer		\$46.57	\$ -
Survey Manager		\$84.13	\$ -
Party Chief		\$39.00	\$ -
Clerical	50	\$28.50	\$ 1,425.00
<b>Total Direct Salary</b>			<b>\$ 4,489.80</b>

#### Item No. 2 - Labor and General & Administrative Overhead

Percentage of Direct Salary Costs 168.38% \$ 7,559.93

#### Item No 3 - Subtotal of Items 1 & 2

\$ 12,049.73

#### Item No. 4 - Fixed Fee: 12% of Item 3

\$ 1,445.97

#### Item No. 5 - Direct Non-Salary Expenses

Travel	300	\$0.67	\$ 201.00
Meals	1	\$59.00	\$ 59.00
Hotel	0	\$110.00	\$ -
<b>Total Non-Salary Expenses</b>			<b>\$ 260.00</b>

#### Item No. 6 - Subconsultants

Morrissey

Total Subs

\$ -

#### Item No. 7 - Hourly Not to exceed 3, 4, 5 & 6

\$ 13,755.69

# Kirkham Michael

**Attachment C**  
**Construction Phase - 80 Working Days**  
**Osage City Municipal Airport**  
**Rehabilitation Runway 17/35 and Apron, Reconstruct Runway 17/35 Lights**  
**BIL No. 3-20-0120-014-2025, AIP No. 3-20-01220-015-2025**

**Item No. 1 - Direct Salary Costs**

Title	Hours	Direct Salary Rate/Hour	Costs
Principal		\$103.37	\$ -
Sr. Project Engineer	10	\$103.37	\$ 1,033.70
Project Manager	100	\$64.90	\$ 6,490.00
Project Engineer	80	\$52.86	\$ 4,228.64
CADD Tech.		\$39.00	\$ -
Asst. Engineer	200	\$45.67	\$ 9,134.00
Const. Observer	640	\$36.50	\$ 23,360.00
Party Chief	50	\$39.00	\$ 1,950.00
Clerical		\$28.50	\$ -
<b>Total Direct Salary</b>			<b>\$ 46,196.34</b>

**Item No. 2 - Labor and General & Administrative Overhead**

Percentage of Direct Salary Costs	168.38%	<b>\$ 77,785.40</b>
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**Item No 3 - Subtotal of Items 1 & 2**

**\$ 123,981.74**

**Item No. 4 - Fixed Fee: 12% of Item 3**

**\$ 14,877.81**

**Item No. 5 - Direct Non-Salary Expenses**

Travel	1,000	\$0.67	\$ 670.00
Meals per day	80	\$59.00	\$ 4,720.00
Hotel	40	\$110.00	\$ 4,400.00
<b>Total Non-Salary Expenses</b>			<b>\$ 9,790.00</b>

**Item No. 6 - Subconsultants**

Morressey	1	\$ 2,500.00	\$ 2,500.00
GEO-Tech	1	\$ 5,000.00	\$ 5,000.00
Total Subs			\$ 7,500.00

**Item No. 7 - Total Not-To-Exceed 3, 4, 5 & 6**

**\$ 156,149.55**

# Kirkham Michael

## Attachment D

### Closeout Phase

#### Osage City Municipal Airport

#### Rehabilitation Runway 17/35 and Apron, Reconstruct Runway 17/35 Lights

BIL No. 3-20-0120-014-2025, AIP No. 3-20-01220-015-2025

#### Item No. 1 - Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Costs
Principal		\$103.37	\$ -
Sr. Project Engineer	5	\$103.37	\$ 516.85
Project Manager	10	\$64.90	\$ 649.00
Project Engineer		\$52.88	\$ -
CADD Tech.	50	\$39.00	\$ 1,950.00
Asst. Engineer		\$45.67	\$ -
Survey Manager		\$84.13	\$ -
Party Chief		\$39.00	\$ -
Clerical	20	\$28.50	\$ 570.00
<b>Total Direct Salary</b>			<b>\$ 3,685.85</b>

#### Item No. 2 - Labor and General & Administrative Overhead

Percentage of Direct Salary Costs 168.38% \$ 6,206.23

**Item No 3 - Subtotal of Items 1 & 2** \$ 9,892.08

**Item No. 4 - Fixed Fee: 12% of Item 3** \$ 1,187.05

#### Item No. 5 - Direct Non-Salary Expenses

Travel	0	\$0.67	\$ -
Meals	0	\$59.00	\$ -
Hotel	0	\$107.00	\$ -
<b>Total Non-Salary Expenses</b>			<b>\$ -</b>

#### Item No. 6 - Subconsultants

Total Subs \$ -

**Item No. 7 - Total Lump Sum 3, 4, 5 & 6** \$ 11,079.13

7. Contains a Utility-approved mechanism(s) that automatically disconnects the Generation Facility and interrupts the flow of power to the Electric Distribution System in the event that electric service to the Customer is interrupted.
8. Meets all of the following generating capacity limitations:
  - a. Generator annual energy generation shall not exceed Customer's annual energy requirements.
  - b. Customer's Generator Facility in kW<sub>AC</sub> shall not exceed Customer's average monthly demand or estimated average annual demand when historical demand (kW) meter readings are unavailable for the previous 12-month period starting January 1 and ending December 31, or 25 kW<sub>AC</sub> for residential and 200 kW<sub>AC</sub> for commercial, whichever is less. Customer's estimated average annual demand shall be calculated by using said customer's historical annual energy usage in kWh divided by 8,760 hours and further dividing by 35% if demand meter readings are not available.
  - c. Total Customer-owned generating capacity shall not exceed four percent (4%) of the previous year Utility peak demand. No Generation Facility shall be interconnected that would cause total Customer-owned Generation Facility capacity to exceed four percent (4%) of the previous year Utility peak demand.
- h. **Governmental Authority** – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Customer or any Affiliate thereof.
- i. **Harmonic Distortion** – Distortion of the normal AC sine wave typically caused by non-linear loads or inverters.
- j. **Initial Operation Date** – The date on which the Generation Facility is operating and is in compliance with the requirements of these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities 25 kW<sub>AC</sub> or Less for Residential Service and 200 kW<sub>AC</sub> or less for Commercial Service as determined by the Utility.
- k. **Interconnection** – The point of common coupling (PCC) of a Generation Facility to the Utility Electric Distribution System.

# CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE  
10/22/2024

TIME  
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT:  Administration	APPROVED FOR AGENDA:
ITEM NO. 6	BY: Dale Schwieger, Utilities Director	BY: KH

## **ITEM:**

Interconnection agreement

## **BACKGROUND:**

We have a citizen within Osage City working with a group to put solar on their building. According to the building owner, the system size required by our interconnection agreement is too small for their needs.

They are asking to be exempt from the 35% and use 20% as the demand for their business. They submitted the application three working days before the council approved the interconnection agreement. See page 2 of the Interconnection agreement for details of the sizing of the solar system allowed. Estimated savings for this individual are approximately \$10,000.00, depending on the amount of sunlight. If we ask them to stay at 35%, their estimated savings would be around \$8,300. This does not include the amount the city would pay them annually for the power pushed back to the city. Estimates are around 1,000.00 based on information in 2023.

The interconnection agreement was developed with KMU, KMEA, and solar companies to help small cities avoid legislative control.

## **How does this affect the citizens of Osage City:**

Leaving the demand calculations will allow more people to add solar to their homes or buildings. In the interconnection agreement, the amount allowed by the public to add solar to their buildings is limited to 4% of the city's peak demand the previous year. Peak demand for 2023 was 9083 kWh. If others want similar sizes, it would be limited to 4 others. In 2022 and 2024, our peak demand will be lower at approximately 8,000 KWH, which would reduce the number of solar users even more.

4% of 8,000 KWH peak demand, is 320 KWH. If the above citizen uses the 35% demand rate, then 60 KW is the maximum of the solar on their facility. Leaving 260 KW for other solar users. If the above customer uses the 20% demand rate, then 82 KW is the maximum of the solar on their facility. Leaving 238 KW for other solar users.

If we take power from an individual and use it within the city, we will have to sell the power we are currently taking and paying for through contracts. This will reduce the amount that we purchase on the open market. Last year, we bought around 30 percent on the open market. We would be selling power previously paid for at a lower rate. To avoid this, we will have to reduce the numbers on our contracts and then investigate terminating them or reducing them when they come due.

# CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE  
10/22/2024

TIME  
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT:  Administration	APPROVED FOR AGENDA:
ITEM NO. 6	BY: Dale Schwieger, Utilities Director	BY: KH

We are reducing GRDA in 2026, when the contract is renewed at 1.25 from 3.0 MWH, due to the placement of the Osage City solar farm in cooperation with Evergy. We also have additional contracts coming due in 2027.

**FISCAL NOTE:**

**COUNCIL ACTION:**

1. Keep the current interconnection agreement at 35% for all residential, commercial and industrial solar users
2. Change the interconnection agreement to 20% for all residential, commercial and industrial solar users
3. Change the interconnection agreement to 20% for commercial and industrial solar users, keep residential at 35%
4. Approve the concerned citizen to be exempt from the 35% and be allowed to use 20% demand for their business

**STAFF RECOMMENDATION:**

**Motion:**

# CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE  
10/22/2024

TIME  
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT:  Administration	APPROVED FOR AGENDA:
ITEM NO. 7	BY: Katie Hodge, City Manager	BY: KH

**ITEM:**

BNSF Railroad Crossing Discussion

**BACKGROUND:**

Are we interested in closing any BNSF crossings that we think are dangerous? If we looked at closing a crossing BNSF would give us help with potentially pursuing something else.

**FISCAL NOTE:**

**COUNCIL ACTION:**

**STAFF RECOMMENDATION:**

**MOTION:**



# PLEASE JOIN US

Thursday, October 24th | 1:00 p.m.

**The City of Osage City and Energy Energy Partners cordially invite you to join us as we celebrate the completion of the Osage City solar project.**

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6315 W 229th St | Osage City, KS 66532

Please RSVP to [madison.schumacher@everygy.com](mailto:madison.schumacher@everygy.com) or [katie@osagecity.com](mailto:katie@osagecity.com)

# WE'RE CUTTING THE RIBBON

