

Exhibit A

CONSULTANT is to perform professional services as outlined in this agreement for the project known as "Improvements to Lawrence Municipal Airport". Said improvements will include, but are not limited to, the following items:

1. **Construct Lighted Signage for Runways and Taxiways, REILs for Runway 15 and Supplemental Wind Cones for Runway 15-33.**

CITY and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the scope of professional engineering services by **CONSULTANT** and the payment for those services by **CITY** as set forth below.

CONSULTANT shall provide professional engineering services for **CITY** in all phases of the project to which this agreement applies and shall give professional engineering consultation and advice to **CITY** during the performance of services hereunder. All services performed shall be in accordance with applicable rules and regulations of the Federal Aviation Administration (FAA).

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 General

1.1.1. **CONSULTANT** shall perform professional design services as hereinafter stated, with the skill and care associated with the standard of the industry, which include customary civil and electrical engineering services and customary services incidental thereto.

1.1.2. **CONSULTANT** shall assist **CITY** in project administration, as required. For this project, such administration includes preparation of three-year Disadvantaged Business Enterprise (DBE) goals.

1.2 Preliminary Design Phase

After authorization to proceed from **CITY** with the preliminary design phase, **CONSULTANT** shall:

1.2.1. In consultation with **CITY**, FAA, and other interested parties, determine the extent of the project, and review all available data.

1.2.2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings, and specifications.

1.2.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable project costs (cost estimates).

1.2.4. If requested, furnish copies of the above preliminary design documents and present and review them with **CITY**.

1.2.5 Prepare and present to the FAA preliminary grant application documents.

1.3 Final Design Phase

Upon completion of the preliminary design phase, **CONSULTANT** shall:

1.3.1. On the basis of the accepted preliminary design documents and the revised opinion of probable project cost, prepare for incorporation in the contract documents final drawings to show the character and extent of the project (hereinafter called "drawings"), specifications and contract documents in accordance with FAA standards, as applicable.

1.3.2. Furnish to **CITY** such documents and design data as may be required so that **CITY** can obtain approval of the FAA or any such governmental authorities as have jurisdiction over design criteria applicable to the project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities. If required, **CONSULTANT** and/or **CITY** shall certify such documents to the FAA prior to advertising for bids.

1.3.3. Advise **CITY** of any adjustments to the latest opinion of probable project cost caused by changes in extent or design requirements of the project or construction costs and furnish a revised opinion of probable project cost based on the drawings and specifications.

1.3.4. Prepare a design **CONSULTANT's** report, including electrical design, estimates of final quantities and construction costs and identification of deviations from FAA design standards as well as justification for such deviation. This report will be submitted at the time of submittal of final drawings and specifications to the **CITY** and the FAA.

1.3.5. Prepare for review and approval by FAA, **CITY**, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.3.6. Furnish sufficient copies of the above documents for review by **CITY** and FAA.

1.4 Opinions of Cost

Since **CONSULTANT** has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable project cost and construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional **CONSULTANT**, familiar with the construction industry; but **CONSULTANT** cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. However, **CONSULTANT** represents that he will use reasonable engineering care and judgment commonly exercised by an **CONSULTANT** in the same or similar circumstances in making and transmitting such cost estimates to the **CITY**.

1.5 Bidding Phase

After authorization from the FAA and **CITY**, to proceed with the bidding phase, **CONSULTANT** shall:

1.5.1. Assist **CITY** in obtaining bids, bid opening, and processing of bid documents, for one prime contract for construction, materials, equipment and services.

1.5.2. Furnish complete sets of approved drawings, specifications and contract documents for the bidding of the project. Note: Contractors will be charged approximately \$40.00 per set to defray printing expenses and to avoid frivolous acquisition of sets.

1.5.3. Consult with and advise **CITY** as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor (hereinafter called "Contractor") for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.4. Consult with and advise **CITY** and FAA as to the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award of contracts is allowed by the bidding documents.

1.5.5. Assist **CITY** in evaluating bids or proposals and in assembling and awarding contracts.

1.5.6. Prepare, or assist in the preparation of, the Application for Federal Funds and the Exhibit "A".

SECTION 2 - SPECIAL SERVICES OF CONSULTANT

2.1 Construction Phase

During the construction phase **CONSULTANT** shall:

2.1.1. Provide designer of record services for the construction work. Upon request, the **CONSULTANT's** project manager shall make site visits during construction to monitor construction and supervise field engineering activities as an additional service. **CONSULTANT** shall coordinate with Owner for the issuance of such instructions to the Contractor's construction superintendent as

are necessary to protect the **CITY's** interest. It is intended that this project will include the designer's attendance at least for the pre-construction conference and for the final inspection.

2.1.2. **CONSULTANT** shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor or the safety precautions and programs incident to the work of Contractor.

2.1.3. Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor; and receive and review (for general content) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor in accordance with the contract documents.

2.1.4. **CONSULTANT** shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor's or subcontractors' agents or employees and/or any other persons (except **CONSULTANT's** own employees and/or agents) at the site or otherwise performing any of the Contractor's work; however, nothing contained in paragraphs 2.1.1. through 2.1.4, inclusive, shall be construed to release **CONSULTANT** from liability for failure to properly perform duties undertaken by it in the contract documents.

2.2 Close-out Phase

2.2.1. Upon acceptance of the project, **CONSULTANT** shall prepare close-out documentation within 90 days of final acceptance. The close-out documentation shall consist of record drawings and a final project report, and shall provide **CITY**, and FAA with record drawings and final report in hard copy and electronic format. Using data provided by **CITY** in its construction observation role, the final project report shall include the following:

- a. A brief narrative of project events and milestones
- b. Statement of contract time and liquidated damages (if any)
- c. Statement of substantial compliance with plans, specifications and contract documents based on observations and field/laboratory tests
- d. Explanation of under runs/overruns of contract items and price adjustments (if not already provided with change orders)
- e. **CONSULTANT's** summary of acceptance test results
- f. Evaluation of the DBE project goal accomplishment.
- g. Photographs of the completed work
- h. A copy of the final inspection report (must identify all participants)

SECTION 3 - FAA REQUIRED CONDITIONS

FAA provisions require that during the performance of this contract, the **CONSULTANT**, for itself, assignees and successors in interest agrees as follows:

3.1 Civil Rights Act of 1964, Title VI-49 CFR Part 21, Contractual Requirements (Version 1, 1/5/90).

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

3.1.2. Nondiscrimination. The **CONSULTANT**, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The

CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

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

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

(a) withholding of payments to the **CONSULTANT** under the agreement until the **CONSULTANT** complies, and/or

(b) cancellation, termination or suspension of the agreement, in whole or in part.

3.1.6. Incorporation of Provisions. The **CONSULTANT** shall include the provisions of paragraphs 3.1.1 through 3.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The **CONSULTANT** shall take such action with respect to any subcontract or procurement as the **CITY** or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event **CONSULTANT** becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the **CONSULTANT** may request the **CITY** to enter into such litigation to protect the interests of the **CITY** and, in addition, the **CONSULTANT** may request the United States to enter into such litigation to protect the interests of the United States.

3.2 Wendell H. Ford Aviation Investment and Reform Act for the 21st Century of 2000, Section 520. General Civil Rights Provisions (Version 2, 4/23/90)

The **CONSULTANT** assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates the **CONSULTANT** for the period during which federal assistance is extended to the airport program, except where federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

3.3 Inspection of Records - 49 CFR Part 18 (Version 1, 1/5/90)

The **CONSULTANT** shall maintain an acceptable cost accounting system. The **CITY**, the FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and

records of the **CONSULTANT** which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The **CONSULTANT** shall maintain all required records for three years after the **CITY** makes final payment and all other pending matters are closed.

3.4 Rights to Inventions - 49 CFR Part 18 (Version 1, 1/5/90)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the **CITY** of the federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the **CITY**.

3.5 Breach of Contract Terms - Sanctions - 49 CFR Part 18 (Version 1, 1/5/90)

Any violation or breach of the terms of this contract on the part of the **CONSULTANT** or subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

3.6 DBE Contract Clauses (§26.13, 26.29)

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

Prompt Payment - The **CONSULTANT** agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the **CONSULTANT** receives from the **CITY**. The prime contractor agrees further to return retainage payments to each subconsultant within 14 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **CITY**. This clause applies to both DBE and non-DBE subconsultants.

3.7 Trade Restriction Clause - 49 CFR Part 20 (Version 1, 1/5/90)

The **CONSULTANT** by execution of this contract, certifies that it:

- (a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the **CITY**, cancellation of the contract at no cost to the Government.

Further, **CONSULTANT** agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. **CONSULTANT** may rely upon the certification of a prospective subcontractor unless it has knowledge that certification is erroneous.

CONSULTANT shall provide immediate written notice to the **CITY** if **CONSULTANT** learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to **CONSULTANT**, if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

3.8 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - 49 CFR Part 29 (Version 1, 1/5/90) (Required on all contracts greater than \$25,000)

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

3.9 Termination of Contract - 49 CFR Part 18 (Version 1, 1/5/90) (Required on all contracts greater than \$25,000)

3.9.1. The **CITY** may, by written notice, terminate this contract in whole or in part at any time, either for the **CITY**'s convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the **CITY**.

3.9.2. If the termination is for the convenience of the **CITY**, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

3.9.3. If the termination is due to failure to fulfill the contractor's obligations, the **CITY** may take over the work and prosecute the same to completion by contract or otherwise. In such case, the **CONSULTANT** shall be liable to the **CITY** for any additional cost occasioned to the **CITY** thereby.

3.9.4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the **CONSULTANT** had not so failed, the termination shall be deemed to have been effected for the convenience of the **CITY**. In such event, adjustment in the contract price shall be made as provided in paragraph 3.9.2.

3.9.5. The rights and remedies of the **CITY** provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Exhibit B

PAYMENTS TO CONSULTANT.

Methods of payment for services and expenses of **CONSULTANT**.

For Basic Services. **CITY** shall pay **CONSULTANT** for basic services rendered under Section 1 of the project scope as follows:

1. Amounts of payment

A lump sum fee of basic and special services broken out as follows:

Project Administration	\$4,500.00
Design	\$20,000.00
Bidding	<u>\$5,000.00</u>
Total	\$29,500.00

2. Times of payment

Fees shall be invoiced on a monthly basis for the portion of the work complete.

For Special Services. **SPONSOR** shall pay **CONSULTANT** for special services rendered under Section 2 of the project scope on the basis of payroll costs times a factor of 2.89 for services rendered by principals and employees assigned to this project. **CITY** shall pay **CONSULTANT** the actual costs of all reimbursable expenses and subcontract costs incurred. In addition to the above costs, **CITY** shall pay **CONSULTANT** a total fixed fee of \$1,305 for all items¹. Amounts of payment

A not to exceed fee for special services broken out as follows:

Salaries and Other Expenses	\$ 8,695.00
Fixed Fee	<u>1,305.00</u>
Total Special Services.....	\$ 10,000.00

The above costs are estimates only. They have been used to determine the grand total special service costs. This grand total amount of \$10,000 shall not be exceeded without prior approval of the **CITY**.

2. Times of payment

CONSULTANT shall submit monthly statements for salaries and other expenses and for reimbursable expenses incurred. The fixed fee shall be due and payable when the final invoice is submitted. The record drawings and final construction report shall be submitted to the **CITY** and FAA not more than 90 calendar days from the final acceptance of all construction on the project.

October 2013

ADG Chargeout and Overhead Rates

<u>Position</u>	<u>Wage</u> <u>Rate</u>	<u>Overhead</u> <u>Multiplier</u>	<u>Profit</u> <u>Multiplier</u>	<u>Calculated</u> <u>Rate</u>	<u>Published</u> <u>Rate</u>
Principal	45.00	2.89	1.15	149.56	150.00
Associate Principal	39.50			131.28	131.00
Project CONSULTANT	37.00			122.97	123.00
Project Planner/Environmental	37.00			122.97	123.00
CONSULTANT	32.00			106.35	106.00
Planner	32.00			106.35	106.00
Associate CONSULTANT	30.00			99.71	100.00
Associate Planner	30.00			99.71	100.00
Engineering/Planning Tech.	25.00			83.09	83.00
CADD Technician	22.50			74.78	75.00
Clerical	17.00			56.50	57.00