

Aurora City Council Agenda

Aurora City Hall - City Council Chambers
2 W. Pleasant St. Aurora, Missouri 65605
Tuesday, January 27, 2026 - 6 P.M.

1. CALL TO ORDER

2. PRAYER AND PLEDGE

3. ROLL CALL

Mayor Kennedy
Chairman Pro Tem Lewis
Councilwoman Oplinger
Councilwoman Pettit
Councilman Blades

4. PUBLIC COMMENT

A citizen desiring to speak on an item not on the agenda may do so at this time. Each citizen is limited to three minutes and the Council will not take action or discuss items at this time. Discussion should be limited to matters of City business and public comment is not permitted in regard to personnel matters or on pending legal matters. Items introduced under "Public Comment" may become agenda items at a later date.

5. COUNCIL FORUM

Council Forum provides an opportunity for Council Members to share information with the rest of the Council regarding communications with constituents, meetings attended, request items to be put on the agenda, make requests of staff, or direct questions to staff regarding issues that are not on the agenda.

6. CONSENT AGENDA

Items listed on the 'Consent Agenda' are considered routine and shall be enacted by one motion of the City Council with no separate discussion. If separate discussion is desired by a member of the Council, that item will be removed from the 'Consent Agenda' and placed on the regular agenda as a final item under 'New Business'.

6.I. Approval Of Minutes - City Council Regular Session Minutes January 13, 2026

Documents:

[CONSENT AGENDA COVER SHEET.PDF](#)
[01-13-2026 REGULAR SESSION MINUTES.PDF](#)

6.II. January 2026 Appropriations

Documents:

[JANUARY 2026 APPROPRIATIONS.PDF](#)

7. OLD BUSINESS

7.I. Discussion - City Flag

Documents:

[DISCUSSION - CITY FLAG.PDF](#)
[CITY FLAG DESIGN.PDF](#)

8. NEW BUSINESS

8.I. Certificates Of Commendation

Documents:

[CERTIFICATES OF COMMENDATION COVER SHEET.PDF](#)
[HARLEY STICE - CERTIFICATE OF COMMENDATION.PDF](#)
[CALEB BLYSTONE - CERTIFICATE OF COMMENDATION.PDF](#)
[TY NOVACK - CERTIFICATE OF COMMENDATION.PDF](#)
[EMILLIE JONES - CERTIFICATE OF COMMENDATION.PDF](#)

8.II. Resolution No. 2026-2075 Airfield Asphalt Pavement Agreement

Documents:

[RESOLUTION NO. 2026-2075 AIRFIELD ASPHALT PAVEMENT AGREEMENT COVER SHEET.PDF](#)
[RESOLUTION NO. 2026-2075 AIRFIELD ASPHALT PAVEMENT AGREEMENT.PDF](#)
[AIRPORT ASPHALT PROJECT AGREEMENT.PDF](#)
[AIRPORT ASPHALT PROJECT SUBMITTAL DOCUMENTS.PDF](#)

8.III. Resolution No. 2026-2076 Airport Runway Lighting Agreement

Documents:

[RESOLUTION NO. 2026-2076 AIRPORT RUNWAY LIGHTING AGREEMENT COVER SHEET.PDF](#)
[RESOLUTION NO. 2026-2076 AIRPORT RUNWAY LIGHTING AGREEMENT.PDF](#)
[AIRPORT RUNWAY LIGHTING PROJECT AGREEMENT.PDF](#)
[AIRPORT RUNWAY LIGHTING PROJECT SUBMITTAL DOCUMENTS.PDF](#)

8.IV. Resolution No. 2026-2078 Polaris Ranger Cemetery Purchase

Documents:

[RESOLUTION NO. 2026-2078 POLARIS RANGER CEMETERY PURCHASE COVER SHEET.PDF](#)
[RESOLUTION NO. 2026-2078 POLARIS RANGER CEMETERY PURCHASE.PDF](#)
[MARIONVILLE POWERSPORTS 2020 POLARIS RANGER CREW XP 1000 QUOTE.PDF](#)
[MARIONVILLE POWERSPORTS 2025 POLARIS RANGER SP 570 PREMIUM QUOTE.PDF](#)
[HONDA OF THE OZARKS 2025 PIONEER 1000 QUOTE.PDF](#)

8.V. Resolution No. 2026-2079 Aurora Personnel Policy Revision

Documents:

9. STAFF REPORTS/ORGANIZATIONAL BUSINESS

1. City Manager Report
2. Economic/Community Development Report

10. CLOSED SESSION 1-3-13

Pursuant to RSMo 610.021

(1) Legal actions, causes of action or litigation involving public government body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

(3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. However, any vote on a final decision, when taken by a public governmental body, to hire, fire, promote or discipline an employee of a public governmental body shall be made available with a record of how each member voted to the public within seventy-two hours of the close of the meeting where such action occurs; provided, however, that any employee so affected shall be entitled to prompt notice of such decision during the seventy-two-hour period before such decision is made available to the public. As used in this subdivision, the term "personal information" means information relating to the performance or merit of individual employees;

(13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, except that this exemption shall not apply to the names, positions, salaries and lengths of service of officers and employees of public agencies once they are employed as such, and the names of private sources donating or contributing money to the salary of a chancellor or president at all public colleges and universities in the state of Missouri and the amount of money contributed by the source;

11. ADJOURNMENT

City of Aurora Agenda Item Cover Sheet

To: City of Aurora, Mayor and City Council
From:
Department:
Date:

AGENDA ITEM NARRATIVE

BACKGROUND

SPECIFIC ACTION REQUESTED

ATTACHMENTS

Aurora City Council Meeting Minutes

Aurora City Hall - City Council Chambers

2 W. Pleasant St. Aurora, Missouri 65605

Tuesday, January 13, 2026 - 6 P.M.

1/13/2026 - Minutes

1. CALL TO ORDER

Mayor Kennedy called the meeting to order at 6:00 p.m.

2. PRAYER AND PLEDGE

City Manager Carrie Howlett led the Council in prayer and Pledge of Allegiance.

3. ROLL CALL

Mayor Kennedy - Present

Chairman Pro Tem Lewis - Present

Councilwoman Oplinger - Present

Councilwoman Pettit - Present

Councilman Blades - Absent

4. PUBLIC COMMENT

Lisa Boyer with the Aurora Downtown Project addressed the Council with the upcoming Special Event - Chocolate Stroll. It will take place on Friday, February 6, 2026, from 10 am - 6 pm. Tickets are now on sale, two tickets for \$40.00. There will be twelve businesses participating, and they will all have different chocolates, drinks, candy, etc. Some businesses also donated for a chance to win a Pamper You basket. There will be two Pamper You baskets to win. Businesses are doing well this time of year, which is normally slow.

Aiden Fillyaw addressed the Council with his newest flag design. He said that he had the help of multiple artists and community members. Councilwoman Oplinger told Aiden that we would discuss it at the next Council meeting and let him know.

5. COUNCIL FORUM

Chairman Pro Tem Lewis had nothing to report.

Councilwoman Oplinger attended the Hospital Board meeting and stated that the OB Department was featured in the US News and World Report for an excellence award.

Councilwoman Pettit attended the Planning and Zoning meeting last week and had a rezone of 4-5 parcels of land. The summary of all of it is that they go back and make sure the change is acceptable for the business and the residents around it. Solid Waste meeting as well. Some house bills in the Senate are about increasing the tipping fee at the landfills. \$64k to distribute from district grants to help clean up tire waste sites, which requires a minimum of 100 tires to qualify. This is statewide, and they are only picking three sites to choose from. If anyone has any suggestions, please let Councilwoman Pettit know.

Mayor Kennedy attended the Planning and Zoning meeting, and the Park Board meeting will be this Thursday, January 15, 2026.

6. CONSENT AGENDA

Councilwoman Pettit made a motion to Approve the Consent Agenda. Chairman Pro Tem Lewis seconded the motion. The motion passed with votes documented as follows:

Mayor Kennedy - Aye

Chairman Pro Tem Lewis - Aye

Councilwoman Oplinger - Aye

Councilwoman Pettit - Aye

Councilman Blades - Absent

6.I. Approval Of Minutes - City Council Regular Session Minutes December 23, 2025

See Consent Agenda

6.II. December 2025 - January 2026 Appropriations

See Consent Agenda

7. OLD BUSINESS

None

8. NEW BUSINESS

8.I. Resolution No. 2026-2074 Bad Boy Mower Cemetery Purchase

City Manager Carrie Howlett addressed the Council with the Bad Boy Mower purchase for the cemetery. Mrs. Howlett stated that this is a 2026 budgeted item. Cemetery Sexton Brad Blankenship addressed the Council about the mowers and stated that they have had great luck with the Bad Boy brand. Chairman Pro Tem Lewis asked if services were included in the bid, and Mr. Blankenship told him no. If they need parts to fix anything, they go to Sutherland's to get the parts and fix it, but they haven't had to fix any of their Bad Boy mowers yet.

Councilwoman Oplinger made a motion to Approve Resolution No. 2026-2074, Bad Boy Mower purchase Cemetery Purchase. Councilwoman Pettit seconded the motion. The motion passed with votes documented as follows:

Mayor Kennedy - Aye

Chairman Pro Tem Lewis - Aye

Councilwoman Oplinger - Aye

Councilwoman Pettit - Aye

Councilman Blades - Absent

8.II. Special Event Application - Aurora Downtown Farmers Market

City Manager Carrie Howlett addressed the Council and stated that it will be a repeat of last year with just a few minor changes. Staff have no concerns. Recommendation is approval. Lisa Boyer with the Aurora Downtown Project addressed the Council, stating that last year they wanted 20 vendors and received 47 applications. Most vendors sold out. Looking for more veggie farmers this year. Same place as last year, in the Chamber of Commerce parking lot. Will have more live entertainment this year and will be doing an Art Walk two times this year during the Farmer's Market.

Councilwoman Oplinger made a motion to Approve the Special Event Application - Aurora Downtown Farmers Market. Councilwoman Pettit seconded the motion. The motion passed with votes documented as follows:

Mayor Kennedy - Aye

Chairman Pro Tem Lewis - Aye

Councilwoman Oplinger - Aye

Councilwoman Pettit - Aye

Councilman Blades - Absent

9. STAFF REPORTS/ORGANIZATIONAL BUSINESS

The City Manager's report is attached.

Chairman Pro Tem Lewis stated that he loves the new layout of appropriations. Thank you to Jessica Jenkins

10. CLOSED SESSION 1-3-13

Mayor Kennedy made a motion to move into Closed Session at 6:22 p.m. Councilwoman Pettit seconded the motion. The motion passed with Roll Call votes documented as follows:

Mayor Kennedy - Aye

Chairman Pro Tem Lewis - Aye

Councilwoman Oplinger - Aye

Councilwoman Pettit - Aye

Councilman Blades - *Absent*

Councilwoman Oplinger made a motion to move out of Closed Session at 8:29 p.m. Councilwoman Pettit seconded the motion. The motion passed with Roll Call votes documented as follows:

Mayor Kennedy - Aye

Chairman Pro Tem Lewis - Aye

Councilwoman Oplinger - Aye

Councilwoman Pettit - Aye

Councilman Blades - *Absent*

11. ADJOURNMENT

Councilwoman Oplinger made a motion to adjourn at 8:30 p.m. Councilwoman Pettit seconded the motion. The motion passed with votes documented as follows:

Mayor Kennedy - Aye

Chairman Pro Tem Lewis - Aye

Councilwoman Oplinger - Aye

Councilwoman Pettit - Aye

Councilman Blades - *Absent*

APPROVED

Tony Kennedy, Mayor

ATTEST:

Kamy Kulow, City Clerk

2 W. PLEASANT ST.
P.O. BOX 30
AURORA, MO 65605



PH: 417-678-5121
FAX: 417-678-6599
AURORA-CITYHALL.ORG

EXPENSES FOR APPROVAL JANUARY 2026

FOR THE 1/27/26 COUNCIL MEETING

INVOICE REGISTER FOR CITY OF AURORA
 EXP CHECK RUN DATES 01/28/2026 - 01/28/2026
 POSTED AND UNPOSTED
 OPEN

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
52788 00000467	ACIS COMPUTERS INC COMPUTERS 10-22-6075 10-51-6075 35-40-6075 10-11-6075	01/12/2026 jjenkins		3,893.11	3,893.11	Open	N 01/28/2026
		DELL PRO DESKTOP-FIRE DEPT COUNTER		1,032.98			
		DELL PRO LAPTOP		1,214.41			
		DELL PRO LAPTOP		1,214.41			
		DELL LAPTOP DOCK		431.31			
01122026 00000481	ANDERSON, TRISTAN C FLASHLIGHT REIMBURSEMENT 10-21-6860	01/12/2026 jjenkins		150.00	150.00	Open	N 01/28/2026
		FLASHLIGHT REIMBURSEMENT		150.00			
01152026 00000494	AURORA RECREATION CENTER REIMBURSE TIP-EAP TRAINING LUNCH 10-12-5500	01/15/2026 jjenkins		20.00	20.00	Open	N 01/28/2026
		SEMINARS/MEETINGS		20.00			
INUS414971 00000466	AXON ENTERPRISE INC BODY CAMERAS/LICENSES/SOFTWARE 10-21-7003	01/15/2026 jjenkins		21,459.60	21,459.60	Open	N 01/28/2026
		BODY CAMERAS/LICENSES/SOFTWARE		21,459.60			
11926 00000482	BIG DOG SCREEN PRINTING LLC MERCHANDISE 50-42-6860 50-42-6000	01/19/2026 jjenkins		59.00	59.00	Open	N 01/28/2026
		UNIFORMS		21.00			
		MERCHANDISE		38.00			
11826 00000483	BIG DOG SCREEN PRINTING LLC ADULT FLAG FOOTBALL SHIRTS 50-42-6217	01/18/2026 jjenkins		90.00	90.00	Open	N 01/28/2026
		ADULT FLAG FOOTBALL SHIRTS		90.00			
01092026 00000501	BRIGHTSPEED PHONE SERVICE 10-11-6070	01/09/2026 jjenkins		45.15	45.15	Open	N 01/28/2026
		PHONE SERVICE		45.15			
01092026-2 00000502	BRIGHTSPEED PHONE SERVICE 10-21-6070	01/09/2026 jjenkins		217.04	217.04	Open	N 01/28/2026
		PHONE SERVICE		217.04			

INVOICE REGISTER FOR CITY OF AURORA
 EXP CHECK RUN DATES 01/28/2026 - 01/28/2026
 POSTED AND UNPOSTED
 OPEN

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
01072026 00000500	LIBERTY UTILITIES-EMPIRE DISTRICT ELECTRIC/WATER 10-13-6870 10-13-6872 10-27-6870 35-44-6870 35-44-6872 25-31-6873 25-31-6870 30-30-6870 30-30-6872 35-43-6870 35-43-6872 10-51-6870 10-51-6872 25-32-6870	01/07/2026 jjenkins		32,953.74 4,913.50 257.60 90.97 1,505.22 130.15 7,399.97 289.98 14,260.45 3,149.65 47.25 207.77 200.74 239.89 260.60	32,953.74	Open	N 01/28/2026
69948 00000473	FILTER CARE OF MISSOURI FILTER CLEANING 25-31-6606	11/03/2025 jjenkins		21.35 21.35	21.35	Open	N 01/28/2026
PC0000034824 00000492	ICC CDS, LLC LASERFICHE SYSTEM 10-11-6075	12/31/2025 jjenkins		5,000.00 5,000.00	5,000.00	Open	N 01/28/2026
318610 00000464	JIM CARR OIL CO INC TOW VEHICLE 225 10-21-6610	12/23/2025 jjenkins		85.00 85.00	85.00	Open	N 01/28/2026
29708 00000485	JIMMY MICHEL MOTORS KEY-VEH 238 10-21-6610	01/13/2026 jjenkins		7.99 7.99	7.99	Open	N 01/28/2026
PIJ00542977 00000474	JOHN FABICK TRACTOR COMPANY GASKETS 25-31-6608	11/18/2025 jjenkins		48.57 48.57	48.57	Open	N 01/28/2026

INVOICE REGISTER FOR CITY OF AURORA
 EXP CHECK RUN DATES 01/28/2026 - 01/28/2026
 POSTED AND UNPOSTED
 OPEN

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
01/23/2026 00000508	LAWRENCE COUNTY REAL ESTA UB refund for account: 1000993 30-30-4981	01/23/2026 jjenkins SEWER-CM-5/8" METER	01/28/2026	64.50 64.50	64.50	Open	N 01/28/2026
01/23/2026 00000509	ANITA M BAKER UB refund for account: 1004425 30-30-4981	01/23/2026 jjenkins SEWER-RI-5/8" METER	01/28/2026	32.31 32.31	32.31	Open	N 01/28/2026
01/23/2026 00000510	ED LEAHY AGENCY UB refund for account: 1006019 30-30-4981	01/23/2026 jjenkins SEWER-CM-5/8" METER	01/28/2026	151.62 151.62	151.62	Open	N 01/28/2026
01/23/2026 00000511	HUNTER G HARTLEY UB refund for account: 1002782 30-30-4981	01/23/2026 jjenkins SEWER-RI-5/8" METER	01/28/2026	119.77 119.77	119.77	Open	N 01/28/2026
01/23/2026 00000512	IRAIS HERNANDEZ UB refund for account: 1004689 30-30-4981	01/23/2026 jjenkins SEWER-RI-5/8" METER	01/28/2026	28.16 28.16	28.16	Open	N 01/28/2026
01/23/2026 00000513	LAUREN M MCKINZIE UB refund for account: 1004260 30-30-4981	01/23/2026 jjenkins SEWER-RI-5/8" METER	01/28/2026	17.12 17.12	17.12	Open	N 01/28/2026
01/23/2026 00000514	LEE MARY SCHIFFMACHER UB refund for account: 1000725 30-30-4981	01/23/2026 jjenkins SEWER-RI-5/8" METER	01/28/2026	0.70 0.70	0.70	Open	N 01/28/2026
01/23/2026 00000515	MARCELLO SANCHEZ UB refund for account: 1002003 30-30-4981	01/23/2026 jjenkins SEWER-RI-5/8" METER	01/28/2026	49.58 49.58	49.58	Open	N 01/28/2026

INVOICE REGISTER FOR CITY OF AURORA
 EXP CHECK RUN DATES 01/28/2026 - 01/28/2026
 POSTED AND UNPOSTED
 OPEN

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
27742 00000472	SPOTLIGHT PRINTING & PROMOTIONS INC UTILITY BILL PRINTING 30-30-6700	12/18/2025 jjenkins		4,018.95 4,018.95	4,018.95	Open	N 01/28/2026
92 00000471	NEILL, TONY REPAIR HAIL DAMAGE-2020 F-150 10-21-6610	01/01/2026 jjenkins		676.35 676.35	676.35	Open	N 01/28/2026
01092026 00000497	UMB HEALTH CARE HSA DEDUCTION/BENEFIT 10-00-2156 25-00-2156 30-00-2156 35-00-2156 50-00-2156	01/09/2026 jjenkins		7,919.63 5,407.45 1,187.55 487.10 358.35 479.18	7,919.63	Open	N 01/12/2026
840057523731 00000498	UNITED HEALTHCARE HEALTH/DENTAL 10-11-5401 10-14-5401 10-15-5401 10-21-5401 10-22-5401 10-27-5401 10-25-5401 10-51-5401 25-31-5401 30-30-5401 35-40-5401 50-42-5401 10-00-2163 25-00-2163 30-00-2163 35-00-2163 50-00-2163 10-00-2164 25-00-2164 30-00-2164 35-00-2164 50-00-2164	12/13/2025 jjenkins		55,416.85 2,076.75 2,709.67 2,870.84 14,924.40 3,571.32 561.58 895.93 1,233.62 8,311.03 3,155.73 3,713.39 2,769.00 3,066.22 2,251.93 494.19 999.61 988.38 431.95 198.31 35.20 87.40 70.40	55,416.85	Open	N 01/12/2026

INVOICE REGISTER FOR CITY OF AURORA
 EXP CHECK RUN DATES 01/28/2026 - 01/28/2026
 POSTED AND UNPOSTED
 OPEN

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
	10 GENERAL FUND			86,108.25	86,108.25		
	25 TRANSPORTATION FUND			25,599.12	25,599.12		
	30 SEWER FUND			33,811.99	33,811.99		
	35 PARK/STORM WATER CONTROL FUND			13,503.88	13,503.88		
	50 RECREATION FUND			12,076.14	12,076.14		
	61 POLICE/FIRE FACILITY FUND			60,071.20	60,071.20		
--- TOTALS BY DEPT/ACTIVITY ---							
	00			17,343.26	17,343.26		
	11 ADMINISTRATION			7,553.21	7,553.21		
	12 COUNCIL			20.00	20.00		
	13 PUBLIC FACILITIES			5,171.10	5,171.10		
	14 COMMUNITY DEVELOPMENT			3,367.14	3,367.14		
	15 FINANCE & ECON DEVELOP			8,429.72	8,429.72		
	21 POLICE			101,562.78	101,562.78		
	22 FIRE			4,864.70	4,864.70		
	25 MUNICIPAL COURT			1,812.83	1,812.83		
	27 ANIMAL CONTROL			746.36	746.36		
	30 SEWER OPERATIONS			32,795.50	32,795.50		
	31 STREETS			21,700.73	21,700.73		
	32 AIRPORT			260.60	260.60		
	40 PARK MAINTENANCE			10,168.13	10,168.13		
	42 RECREATION			10,538.18	10,538.18		
	43 SWIMMING POOL			255.02	255.02		
	44 PARK OPERATION			1,635.37	1,635.37		
	51 CEMETERY			2,945.95	2,945.95		

2 W. PLEASANT ST.
P.O. BOX 30
AURORA, MO 65605



PH: 417-678-5121
FAX: 417-678-6599
AURORA-CITYHALL.ORG

PAID EXPENSES FOR JANUARY

FOR THE 1/27/26 COUNCIL MEETING

INVOICE REGISTER FOR CITY OF AURORA

POST DATES 01/19/2026 - 01/23/2026

POSTED AND UNPOSTED

PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
REMIT 00000459	FAMILY SUPPORT PAYMENT CENTER CHILD SUPPORT 10-00-2151 25-00-2151	01/23/2026 jjenkins		435.04	0.00	Paid	Y 01/23/2026
		Remittance		302.54			
		Remittance		132.50			

of Invoices: 1 # Due: 0
 # of Credit Memos: 0 # Due: 0
 Net of Invoices and Credit Memos:

Totals: 435.04 0.00
 Totals: 0.00 0.00
 435.04 0.00

--- TOTALS BY FUND ---

10 GENERAL FUND 302.54 0.00
 25 TRANSPORTATION FUND 132.50 0.00

--- TOTALS BY DEPT/ACTIVITY ---

00 435.04 0.00

INVOICE REGISTER FOR CITY OF AURORA
 POST DATES 01/16/2026 - 01/16/2026
 POSTED AND UNPOSTED PAID
 VENDOR CODES: 494 - MARIONVILLE POWER SPORTS

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
01062026 00000208	MARIONVILLE POWER SPORTS 2025 BAD BOY REBAL MOWER 10-51-7002	01/06/2026 jjenkins 2025 BAD BOY REBAL MOWER		8,900.00 8,900.00	0.00	Paid	Y 01/16/2026

# of Invoices:	1	# Due: 0	Totals:	8,900.00	0.00
# of Credit Memos:	0	# Due: 0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:				8,900.00	0.00

--- TOTALS BY FUND ---

10 GENERAL FUND	8,900.00	0.00
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--- TOTALS BY DEPT/ACTIVITY ---

51 CEMETERY	8,900.00	0.00
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City of Aurora Agenda Item Cover Sheet

To: City of Aurora, Mayor and City Council
From:
Department:
Date:

AGENDA ITEM NARRATIVE

BACKGROUND

SPECIFIC ACTION REQUESTED

ATTACHMENTS



AURORA
MISSOURI

City of Aurora Agenda Item Cover Sheet

To: City of Aurora, Mayor and City Council
From:
Department:
Date:

AGENDA ITEM NARRATIVE

BACKGROUND

SPECIFIC ACTION REQUESTED

ATTACHMENTS

CERTIFICATE

OF COMMENDATION

This certifies that

Harley Stice

In recognition of exceptional bravery, decisive action, and unwavering commitment to duty. On this occasion, Captain Harley Stice demonstrated extraordinary courage and professionalism by fearlessly entering a burning residence and successfully rescuing two children from a house fire. Through quick thinking, selfless actions, and dedication to the protection of life, Captain Stice's actions directly resulted in the preservation of human life and reflect the highest traditions of the Aurora Fire Department. His heroism, leadership, and devotion to public service bring great credit upon himself, the Aurora Fire Department, and the community he so honorably serves. Presented with deep gratitude and respect.

City Manager

Fire Chief

CERTIFICATE

OF COMMENDATION

This certifies that

Caleb Blystone

In recognition of his invaluable supporting role in assisting with the rescue of two children during a residential house fire and in helping ensure the fire was successfully extinguished. Caleb Blystone demonstrated calm, cooperation, and dedication during a dangerous and rapidly evolving emergency. His actions contributed meaningfully to the safety of the children involved and to preventing further damage to the home. His willingness to assist others in times of crisis reflects a strong character and community spirit. This certificate of accommodation is awarded with sincere appreciation for his efforts and commitment to the well-being of others.

City Manager

Fire Chief

CERTIFICATE

OF COMMENDATION

This certifies that

Ty Novack

In recognition of his invaluable supporting role in assisting with the rescue of two children during a residential house fire and in helping ensure the fire was successfully extinguished. Ty Novack demonstrated calm, cooperation, and dedication during a dangerous and rapidly evolving emergency. His actions contributed meaningfully to the safety of the children involved and to preventing further damage to the home. His willingness to assist others in times of crisis reflects a strong character and community spirit. This certificate of accommodation is awarded with sincere appreciation for his efforts and commitment to the well-being of others.

City Manager

Fire Chief

CERTIFICATE

OF COMMENDATION

This certifies that

Emillie Jones

In recognition of her invaluable supporting role in assisting with the rescue of two children during a residential house fire and in helping ensure the fire was successfully extinguished. Emillie Jones demonstrated calm, cooperation, and dedication during a dangerous and rapidly evolving emergency. Her actions contributed meaningfully to the safety of the children involved and to preventing further damage to the home. Her willingness to assist others in times of crisis reflects a strong character and community spirit. This certificate of accommodation is awarded with sincere appreciation for her efforts and commitment to the well-being of others.

City Manager

Fire Chief

City of Aurora Agenda Item Cover Sheet

To: City of Aurora, Mayor and City Council
From:
Department:
Date:

AGENDA ITEM NARRATIVE

BACKGROUND

SPECIFIC ACTION REQUESTED

ATTACHMENTS

RESOLUTION NO. 2026-2075

A RESOLUTION OF THE CITY OF AURORA, MISSOURI, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE AIRPORT CONSULTANT (LOCHNER) FOR ENGINEERING DESIGN SERVICES AT THE JERRY SUMNERS SR. AURORA MUNICIPAL AIRPORT FOR THE REHABILITATION OF THE AIRFIELDS ASPHALT PAVEMENT

WHEREAS, the City of Aurora, Missouri, desires to enter into an agreement for Design Services at the Jerry Sumners Sr. Aurora Municipal Airport for the rehabilitation of the airfield's asphalt pavement, as required by MoDOT and the Federal Aviation Administration; and

WHEREAS, it has been requested and approved by the City Council in the 2026 budget for the rehabilitation of the airfield's asphalt pavement; and

WHEREAS, the City of Aurora and H.W. Lochner have renewed their agreement as the City of Aurora's airport consulting and engineering consultants on March 11, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA AS FOLLOWS: that the City Manager is authorized and directed to execute an agreement with the Airport Consultant (Lochner) for Engineering Design Services at the Jerry Sumners Sr. Aurora Municipal Airport and documents required for submittal by the US Department of Transportation Federal Aviation Administration for the rehabilitation of the airfield's asphalt pavement.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA THIS 27th DAY OF JANUARY 2026.

APPROVED:

Tony Kennedy, Mayor

ATTEST:

Kamy Kulow, City Clerk

Airport: Jerry Sumners Sr. Aurora Municipal (2H2)
MoDOT Project No.: 26-091B-1

Airport Name: Jerry Sumners Sr. Aurora (2H2)
Project No.: 26-091B-1
County: Lawrence

AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 04/11/2018)

THIS AGREEMENT is entered into by H.W. Lochner, Inc. (hereinafter the "Consultant"), and the City of Aurora, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Jerry Sumners Sr. Aurora Municipal Airport; and

WHEREAS, while neither the Missouri Department of Transportation (MoDOT) nor the Federal Aviation Administration (FAA) is a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by MoDOT; and

WHEREAS, the Sponsor intends to accomplish a project at the Jerry Sumners Sr. Aurora Municipal Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

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

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.

(D) "CONSULTANT" means the firm providing professional services to

Airport: Jerry Sumners Sr. Aurora Municipal (2H2)

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the Sponsor as a party to this Agreement.

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

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

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

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

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

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

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

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

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

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

this Agreement.

(2) SCOPE OF SERVICES:

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

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

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

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

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

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

(5) RESPONSIBILITY OF THE CONSULTANT:

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

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

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

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

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at

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meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

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

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0.0% of the total Agreement dollar value.

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

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm

(C) Consultant's Certification Regarding DBE Participation: The Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Attended a meeting scheduled by the Sponsor to inform DBEs of contracting or consulting opportunities.

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

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

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

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

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

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

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

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

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least **0.0%** of the total services to be performed under this Agreement, by dollar value. All DBE firms which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

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(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB- CONTRACT	(D) PERCENT APPLICABLE TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)
N/A	N/A	N/A	N/A	N/A	N/A
TOTAL DBE PARTICIPATION				N/A	N/A

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

(8) SUBCONSULTANTS:

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

EXCEPTIONS (Subconsultant information):

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

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
N/A	N/A	N/A	N/A

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

furnished.

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

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

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

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

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

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

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

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

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

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described

herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of \$98,000.00, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

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

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

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

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

4. The additions to productive salaries for Items in Subsections (9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed man hour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

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

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

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

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

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

of actual expenses incurred during the period of the Agreement.

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

(10) PERIOD OF SERVICE:

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

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

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

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;
5. Changes in services or extra services.

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

(A) Termination for Convenience:

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

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

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

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

(B) Termination for Default:

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

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

3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performance of the Project; or

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

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

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

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

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

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

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of

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

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

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

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

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, MoDOT, and/or FAA in data files compatible with AutoCAD Civil3D 2024 (specify CADD version) and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be

considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

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

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

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

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

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

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

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time

provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

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

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

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

(15) INDEMNIFICATION RESPONSIBILITY:

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

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

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

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full

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

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

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

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

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

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

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

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

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

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

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services.

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Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

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

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

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

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

(B) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of

materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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

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

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or
2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

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

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

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

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

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

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

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

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

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

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

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

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

12. Title IX of the Education Amendments of 1972, as amended,

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which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq.*).

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

(20) AVIATION FEDERAL AND STATE CLAUSES:

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

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

1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

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

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

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

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

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

4. Unless the restrictions of this clause are waived by the

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Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant:

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

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

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

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

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

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

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

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

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

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:

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

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

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

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

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

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pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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

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

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

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

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

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

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

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

(J) Lobbying and Influencing Federal Employees – 31 U.S.C. § 1352, 2 CFR § 200, Appendix II(J), 49 CFR Part 20, Appendix A:

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any

Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages:

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

4. Subcontractors: The contractor or subcontractor shall insert

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

(L) Breach of Contract Terms Sanctions - 2 CFR §200 Appendix II(A):

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

(M) Clean Air and Water Pollution Control – 2 CFR 200 § 200,

Appendix II(G): The Consultant agrees:

1. To comply with all applicable standards, orders, and

regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387); and

2. To report any violation to the Sponsor immediately upon

discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency and the FAA.

(P) Certification of Consultant Regarding Tax Delinquency and Felony

Convictions: The Consultant certifies that it is not a corporation that:

1. Has any unpaid Federal tax liability that has been assessed,

for which all judicial and administrative remedies have been exhausted or have lapsed,

and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or

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

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

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, MoDOT, the FAA, and the Comptroller General of the United States or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

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

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Carrie Howlett, City Manager		
SPONSOR'S NAME	City of Aurora, Missouri		
SPONSOR'S ADDRESS	City Hall 2 W Pleasant Street Aurora, MO 65605		
PHONE	417-678-5121	FAX	
E-MAIL ADDRESS	chowlett@auroramogov		

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

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Ian Wright, Project Manager		
CONSULTANT'S NAME	H.W. Lochner, Inc.		
CONSULTANT'S ADDRESS	15717 College Boulevard Lenexa, KS 66219		
PHONE	816-945-5840	FAX	
E-MAIL ADDRESS	iwright@hwlochner.com		

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

Consultant's president or chief executive officer in a written notice to the Sponsor.

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

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

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

(27) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

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

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subconsultant services under this Agreement.

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

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

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

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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the 9th day of January, 2026.

Executed by the **Sponsor** the _____ day of _____, 20____.

Consultant:
H.W. Lochner, Inc.

Sponsor:
City of Aurora, Missouri

By: Chris Whitfield
Signature

By: _____
Signature

Title: Regional Lead

Title: _____

ATTEST:

By: Tom Weep
Signature

ATTEST:

By: _____
Signature

Title: Project Manager

Title: _____

Airport: Jerry Summers Sr. Aurora Municipal (2H2)
MoDOT Project No.: 26-091B-1

EXHIBIT I

PROJECT DESCRIPTION

Rehabilitate Airfield Asphalt Pavement

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

The Consultant will produce an engineering design report, construction safety and phasing plan report, construction plans, contract documents/technical specifications, tabulation of construction quantities, and engineer's opinion of probable construction costs. The Consultant will assist the Sponsor with the advertisement for obtaining construction bids, preparation of any addenda during the bidding process, conduct the pre-bid meeting, receipt of bids, and award of the construction contract. The services required for construction administration, observation, and materials testing may be added to this Agreement by Supplement upon completion of the Design Phase Services. All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, together with good engineering practice and applicable FAA Advisory Circulars (ACs), standards, guidance and/or agency orders and MoDOT requirements and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA. The improvements that are being designed on the project shall be consistent with a current and approved Airport Layout Plan.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

A. BASIC SERVICES

1. Preliminary
 - a. Coordinate with Sponsor and MoDOT to establish scope, schedule, and budget.
 - b. Conduct pre-design meeting, prepare minutes, and distribute to attendees.
 - c. Familiarization with record drawings.
 - d. Conduct site visit to gather design data and assess current conditions.
 - e. Assist Sponsor with preparation and submittal of Grant Application for Federal/State assistance.

2. Engineer's Design Report

- a. Prepare preliminary Engineer's Design Report and submit to the Sponsor and MoDOT for review and comments. The Sponsor and MoDOT will be provided with electronic copies in PDF format with hard copies provided upon request. At a minimum, the design report will include:
 - Introductory narrative describing the scope of work and associated graphic depicting the scope of work
 - Address CSPP related issues, anticipated phasing plan, and considerations for Airport Operational Safety
 - Listing of applicable design standards and Advisory Circulars
 - Existing site conditions including photographs
 - Pavement marking removal methodology
 - Pavement rehabilitation methodology
 - Pavement marking methodology
 - Miscellaneous work items (Erosion Control, DBE, Environmental, NAVAID shutdown, etc.)
 - Identification of modifications to FAA and MoDOT standards along with the reason(s) and justifications for the modifications
 - Summary of preliminary project budget including an engineer's opinion of probable construction cost
 - Proposed project schedule
 - Pre-design meeting minutes
- b. Submit preliminary Engineer's Design Report, including engineer's opinion of probable construction cost and Project budget, to the Sponsor and MoDOT for review and comment. PDF copies will be submitted electronically with hard copies provided upon request. (This submittal will be considered the 30% complete project submittal.)

- c. Finalize Engineer's Design Report with consideration of preliminary review comments and submit Final Engineer's Design Report to the Sponsor and MoDOT for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request. Final Engineer's Design Report will be submitted with final CSPP Report, final Construction Plans, and final Contract Documents/Technical Specifications.

3. Construction Safety and Phasing Plan (CSPP) Report

- a. Prepare preliminary Construction Safety and Phasing Plan (CSPP) report and submit to the Sponsor and MoDOT for review and comments. The Sponsor and MoDOT will be provided with electronic copies in PDF format with hard copies provided upon request. The CSPP report will be prepared in accordance with the guidelines in Chapter 2, "Construction Safety and Phasing Plans" and Chapter 3, "Guidelines for Writing a CSPP" of Advisory Circular (AC) 150/5370-2, "Operational Safety on Airports During Construction". At a minimum, the CSPP report will include:

- Introduction, responsibility, project description, and coordination
- Construction phasing
- Area and operations affected by construction activity
- Protection of navigational aids
- Contractor access
- Wildlife management
- Foreign Object Debris (FOD) management
- Hazardous Materials (HAZMAT) management
- Notification of construction activities
- Inspection requirements
- Underground utilities
- Penalties
- Special conditions

- Runway and taxiway visual aids
 - Markings and signs for access routes
 - Hazard marking, lighting, and signing
 - Work zone lighting for nighttime construction
 - Protection of runway and taxiway safety areas
 - Other limitations on construction
 - Table listing airport operations affected by construction
 - Table listing runway safety dimensions
 - Table listing navigational aid facility impacts
 - Construction safety and phasing plan sheets
- b. Submit preliminary CSPP Report to the Sponsor and MoDOT for review and comment. PDF copies will be submitted electronically with hard copies provided upon request. (This submittal will be considered the 30% complete project submittal.)
- c. Finalize CSPP Report with consideration of preliminary review comments and submit Final CSPP Report to the Sponsor and MoDOT for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request. Final CSPP Report will be submitted with final Engineer's Design Report, final Construction Plans, and final Contract Documents/Technical Specifications.

4. Plans and Specifications

- a. Prepare construction plans and contract documents/technical specifications in accordance with current MoDOT and FAA standards, and other criteria.

1) Prepare construction plans:

The construction plans and the contract documents/technical specifications will delineate the improvements of the project.

The construction plans will generally include the following:

- Title Sheet
- General Layout Plan and General Notes
- Construction Safety and Phasing Plan
- Construction Safety and Phasing Plan Details
- Summary of Quantities and Pay Item Notes
- Pavement Condition Photos
- Pavement Marking Removal Plan
- Pavement Rehabilitation Plan
- Pavement Rehabilitation Details
- Pavement Marking Plan
- Pavement Marking Details

2) Prepare Contract Documents/Technical Specifications.

Specifications will be in accordance with FAA criteria and satisfy project specific needs. The specifications shall be developed using FAA AC 150/5370-10H and "Regional Modifications to Standards".

- 3) Revise plan quantities and preliminary engineer's opinion of probable construction cost and project budget.
- 4) Submit preliminary Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction costs and project budget to the Sponsor and MoDOT for review and comments. The Sponsor and MoDOT will be provided with electronic copies in PDF format with hard copies provided upon request.
- 5) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary review comments from the Sponsor and MoDOT.

- b. Submit a final sealed set of Construction Plans and Contract Documents/Technical Specifications, Engineer's Opinion of Probable Construction Cost and Project Budget to the Sponsor and MoDOT. The Sponsor and MoDOT will be provided with electronic copies in PDF format with hard copies provided upon request.

5. Bidding

- a. Assist the Sponsor with advertisement for bids and send "Notice to Bidders" to prospective contractors. (Sponsor shall place advertisements in appropriate media.)
- b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
- c. Attend and conduct a pre-bid meeting virtually with MoDOT, Sponsor, and prospective bidders.
- d. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the bidding phase.
- d. Conduct a virtual bid opening. Lochner to assist the Sponsor with receipt of bids.
- e. Tabulate and analyze bid results, review contractor's qualifications and DBE subcontractor's list provided by the apparent low bidder, prepare project budget, and make recommendation of contract award to Sponsor.

B. SPECIAL SERVICES

1. Administrative Assistance

- a. Assist the Sponsor in coordination with MoDOT to establish a grant providing funding to complete the project.
- b. Assist the Sponsor in preparation of grant reimbursement requests throughout the Project for submittal to MoDOT.
- c. Coordinate with the Sponsor and MoDOT, and answer questions during the course of the Project.
- d. Prepare and submit FAA Form 7460 for project limits identified in the CSPP report.
- e. Assist Sponsor with preparation of Sponsor Certifications.

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- f. Prepare Environmental Clearance Letter and submit to MoDOT for concurrence.
 - a. *Note: A documented CATEX, Missouri Department of Natural Resources (MoDNR) general permit application, and Storm Water Pollution Prevention Plan (SWPPP) are not anticipated for this project and therefore not included in the scope of the project.*

C. CONSTRUCTION SERVICES

These services can be added by Supplemental Agreement per Section (17) of this Agreement.

**EXHIBIT IIA
 CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED
 PROJECTS**

Updated April 18, 2019

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

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5100-17, Changes 1-7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)

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150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN

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150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program

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150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports by Individuals with Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
MoDOT	MoDOT DBE Program- http://www.modot.org/ecr/index.htm

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

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

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.
2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.
4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.
5. Pay all publishing costs for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.
6. Issue Notice to Air Missions (NOTAM's) through the applicable FAA Flight Service Station.
7. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.
8. Guidance for assembling bid package to meet Sponsor's bid letting requirements.
9. Designate contact person (see Section (23)(A)).

Airport: Jerry Summers Sr. Aurora Municipal (2H2)
MoDOT Project No.: 26-091B-1

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

EXHIBIT IV
DERIVATION OF CONSULTANT PROJECT COSTS

REHABILITATE AIRFIELD ASPHALT PAVEMENT

MoDOT Project No. 26-091B-1

Jerry Sumners Sr. Aurora Municipal Airport (2H2)

Aurora, Missouri

BASIC AND SPECIAL SERVICES

January 8, 2026

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	4	\$109.00	\$ 436.00
Project Manager	38	\$102.00	\$ 3,876.00
Senior Design Engineer	11	\$101.00	\$ 1,111.00
Assistant Project Manager	69	\$88.00	\$ 6,072.00
Senior Drafter / Designer	3	\$78.00	\$ 234.00
Design Engineer	78	\$68.00	\$ 5,304.00
Environmental Scientist	2	\$62.00	\$ 124.00
Design Technician	75	\$52.00	\$ 3,900.00
Administrative Assistant	85	\$51.00	\$ 4,335.00
Engineer Intern	132	\$44.00	\$ 5,808.00
Total Direct Salary Costs			= \$ 31,200.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 171.64% = \$ 53,551.68

3. SUBTOTAL:

Items 1 and 2 = \$ 84,751.68

4. PROFIT:

15% of Item 3 Subtotal = \$ 12,712.75

Subtotal of Items 3 and 4 \$ 97,464.43 *Lump Sum Fee*

5. OUT-OF-POCKET EXPENSES:

a. Mileage	400 miles @ \$0.700/mile	= \$ 280.00
b. Aircraft Rental	0 hrs. @ \$400.00/hour	= \$ -
c. Meals	1 @ \$68.00/day	= \$ 68.00
d. Motel	0 days @ \$110.00/day	= \$ -
e. Mailing & Misc. Expenses		= \$ 187.57

Total Out-of-Pocket Expenses = \$ 535.57 *Not to Exceed*

6. SUBCONTRACT COST:

a. N/A \$ -

7. TOTAL FEE:

Items 4, 5 and 6 \$ 98,000.00 *Not to Exceed*

**EXHIBIT V
ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN**

Jerry Summers Sr. Aurora Municipal Airport (2H2)
Aurora, Missouri

December 1, 2025

Classification: Hourly Rate:	Principal \$340.50	Project Manager \$318.63	Senior Design Engineer \$315.51	Assistant Project Manager \$274.90	Senior Drafter / Designer \$243.66	Design Engineer \$212.42	Environmental Scientist \$193.68	Design Technician \$162.44	Administrative Assistant \$159.32	Engineer Intern \$137.45	Other Costs
A. BASIC SERVICES											
1. Preliminary:	0	8	0	19	0	2	0	0	8	0	(1,2)
Labor Subtotal =	\$ 9,471.54	\$0.00	\$2,549.07	\$0.00	\$5,223.09	\$0.00	\$424.84	\$0.00	\$0.00	\$1,274.53	\$0.00
Expense Subtotal =	\$ 428.46										\$ 428.46
Subconsultant Subtotal =	\$ -										\$ -
Total Fee =	\$ 9,900.00										
2. Engineer's Design Report:	1	3	1	8	3	21	0	9	17	35	(2)
Labor Subtotal =	\$ 17,984.06	\$340.50	\$955.90	\$315.51	\$2,199.20	\$730.98	\$4,460.87	\$0.00	\$1,461.97	\$2,708.39	\$4,810.74
Expense Subtotal =	\$ 15.94										\$ 15.94
Subconsultant Subtotal =	\$ -										\$ -
Total Fee =	\$ 18,000.00										
3. CSPP Report:	1	3	2	2	0	10	0	16	3	37	(2)
Labor Subtotal =	\$ 12,764.09	\$340.50	\$955.90	\$631.02	\$549.80	\$0.00	\$2,124.22	\$0.00	\$2,599.05	\$477.95	\$5,085.64
Expense Subtotal =	\$ 35.91										\$ 35.91
Subconsultant Subtotal =	\$ -										\$ -
Total Fee =	\$ 12,800.00										
4. Plans and Specifications:	2	5	8	10	0	37	0	50	22	52	(2)
Labor Subtotal =	\$ 34,181.28	\$681.00	\$1,593.17	\$2,524.08	\$2,749.00	\$0.00	\$7,859.63	\$0.00	\$8,122.04	\$3,504.97	\$7,147.39
Expense Subtotal =	\$ 18.72										\$ 18.72
Subconsultant Subtotal =	\$ -										\$ -
Total Fee =	\$ 34,200.00										
5. Bidding:	0	7	0	15	0	8	0	0	12	8	(2)
Labor Subtotal =	\$ 11,064.71	\$0.00	\$2,230.44	\$0.00	\$4,123.50	\$0.00	\$1,699.38	\$0.00	\$0.00	\$1,911.80	\$1,099.60
Expense Subtotal =	\$ 35.29										\$ 35.29
Subconsultant Subtotal =	\$ -										\$ -
Total Fee =	\$ 11,100.00										
PART A SUBTOTAL =	\$ 86,000.00										
B. SPECIAL SERVICES											
1. Administrative Assistance:	0	12	0	15	0	0	2	0	23	0	(2)
Labor Subtotal =	\$ 11,998.75	\$0.00	\$3,823.60	\$0.00	\$4,123.50	\$0.00	\$0.00	\$387.36	\$0.00	\$3,664.29	\$0.00
Expense Subtotal =	\$ 1.25										\$ 1.25
Subconsultant Subtotal =	\$ -										\$ -
Total Fee =	\$ 12,000.00										
PART B SUBTOTAL =	\$ 12,000.00										
GRAND TOTAL =	\$ 98,000.00										

- (1) Mileage, Motel and Meals
- (2) Equipment, Materials and Supplies
- (3) Vendor Services

EXHIBIT VI
PERFORMANCE SCHEDULE

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

A. BASIC SERVICES

- | | |
|--|--|
| 1. Preliminary | As Required |
| 2. Engineer's Design Report | |
| a.-b. Submittal of Preliminary Report | (45) calendar days after issuance of NTP. |
| c. Submittal of Final Report | (21) calendar days after receipt of review comments for Item A.2.a-b and Item A.4.a. |
| 3. Construction Safety and Phasing Plan (CSPP) Report | |
| a.-b. Submittal of Preliminary Report | (45) calendar days after issuance of NTP. |
| c. Submittal of Final Report | (21) calendar days after receipt of review comments for Item A.3.a-b and Item A.4.a. |
| 4. Plans and Specifications | |
| a. Submittal of Preliminary Plans and Contract Documents/Specifications for review | (75) calendar days after issuance of NTP. |
| b. Submittal of Plans and Contract Documents/Specifications for bidding | (21) calendar days after receipt of review comments for Item A.2.a-b, A.3.a-b and Item A.4.a. |
| 5. Bidding | As Required |

B. SPECIAL SERVICES

1. Administrative Assistance

As Required

C. CONSTRUCTION SERVICES

May be Added by Supplemental Agreement

[TO BE PRINTED ON SPONSOR LETTERHEAD]

**RECORD OF NEGOTIATIONS AND FEE ANALYSIS
FOR ENGINEERING DESIGN SERVICES**

[insert date]

Mr. Thomas Powers
Intermediate Aviation Project Inspector
MoDOT Aviation Section
105 W. Capitol Avenue
Jefferson City, MO 65102

RE: Jerry Sumners Sr. Aurora Municipal Airport (2H2)
Rehabilitate Airfield Asphalt Pavement
MoDOT Project No. 26-091B-1

Dear Mr. Powers:

The following is a record of negotiations for engineering services for the subject project:

- a. On December 1st, 2025, Lochner submitted to the City of Aurora and MoDOT a DRAFT Agreement for engineering design services. An overhead rate of 171.64% was utilized, and the fee proposal was broken down as follows and was considered preliminary since a DBE goal had not yet been determined by the MoDOT External Civil Rights department:

Basic Services Subtotal	\$ 86,000
<u>Special Services Subtotal</u>	<u>\$ 12,000</u>
DRAFT Design Agreement Total	\$ 98,000

- b. MoDOT informed the City and Lochner that a DBE goal requirement of 0.0% for design services had been established for this project. Therefore, Lochner's final fee proposal was as follows:

FINAL Basic Services Subtotal	\$ 86,000
<u>FINAL Special Services Subtotal</u>	<u>\$ 12,000</u>
FINAL Design Agreement Total	\$ 98,000

- c. On [insert date], the City Council gave the authority to approve the Agreement for design services with Lochner for the Project and executed the Agreement.
- d. Upon execution, the Engineering Agreement will be submitted to the MoDOT Aviation Section for concurrence in contract acceptance.
- e. Negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14 have been followed.

Carrie Howlett
City Managr

Date



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Aurora, Missouri

Airport: Jerry Sumners Sr. Aurora Municipal Airport (2H2)

Project Number: 26-091B-1

Description of Work: Rehabilitate Airfield Asphalt Pavement

Application

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

Certification Statements

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

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

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

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

Executed on this _____ day of _____, _____

Name of Sponsor: City of Aurora, Missouri

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

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



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Aurora, Missouri

Airport: Jerry Sumners Sr. Aurora Municipal Airport (2H2)

Project Number: 26-091B-1

Description of Work: Rehabilitate Airfield Asphalt Pavement

Application

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

Certification Statements

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

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

Location 1

Name of Location: Aurora City Hall

Address: 2 West Pleasant Street, Aurora, MO 65605

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

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

Sponsor's Certification

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

Executed on this day of , .

Name of Sponsor: City of Aurora, Missouri

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

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



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Aurora, Missouri

Airport: Jerry Sumners Sr. Aurora Municipal Airport (2H2)

Project Number: 26-091B-1

Description of Work: Rehabilitate Airfield Asphalt Pavement

Application

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

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

Certification Statements

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

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

Yes No N/A

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

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- Yes No N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
 - f. Seismic Safety – building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- Yes No N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- Yes No N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- Yes No N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Sponsor's Certification

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

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Aurora, Missouri

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

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



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Aurora, Missouri

Airport: Jerry Sumners Sr. Aurora Municipal Airport (2H2)

Project Number: 26-091B-1

Description of Work: Rehabilitate Airfield Asphalt Pavement

Application

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

Certification Statements

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

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

Yes No N/A

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

Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

Yes No N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

Yes No N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

Yes No N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

Yes No N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

Yes No N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

Yes No N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

Yes No N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

Yes No N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

Yes No N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

Yes No N/A

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

Yes No N/A

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

Yes No N/A

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

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

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

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

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Aurora, Missouri

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

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



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Aurora, Missouri

Airport: Jerry Sumners Sr. Aurora Municipal Airport (2H2)

Project Number: 26-091B-1

Description of Work: Rehabilitate Airfield Asphalt Pavement

Application

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

Certification Statements

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

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

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

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

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

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

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

Executed on this day of , .

Name of Sponsor: City of Aurora, Missouri

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

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



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Aurora, Missouri

Airport: Jerry Sumners Sr. Aurora Municipal Airport (2H2)

Project Number: 26-091B-1

Description of Work: Rehabilitate Airfield Asphalt Pavement

Application

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

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

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

Certification Statements

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

Yes No

City of Aurora Agenda Item Cover Sheet

To: City of Aurora, Mayor and City Council
From:
Department:
Date:

AGENDA ITEM NARRATIVE

BACKGROUND

SPECIFIC ACTION REQUESTED

ATTACHMENTS

RESOLUTION NO. 2026-2076

A RESOLUTION OF THE CITY OF AURORA, MISSOURI, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE AIRPORT CONSULTANT (LOCHNER) FOR ENGINEERING DESIGN SERVICES AT THE JERRY SUMNERS SR. AURORA MUNICIPAL AIRPORT FOR THE REPLACEMENT OF RUNWAY EDGE LIGHTING SYSTEM AND POTENTIAL INSTALLATION OF NAVIGATIONAL AID SYSTEMS

WHEREAS, the City of Aurora, Missouri, desires to enter into an agreement for Design Services at the Jerry Sumners Sr. Aurora Municipal Airport for the replacement of the runway edge lighting system and potential installation of navigational aid systems, as required by MoDOT and the Federal Aviation Administration; and

WHEREAS, it has been requested and approved by the City Council in the 2026 budget for the replacement of the runway edge lighting system and potential installation of navigational aid systems; and

WHEREAS, the City of Aurora and H.W. Lochner have renewed their agreement as the City of Aurora's airport consulting and engineering consultants on March 11, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA AS FOLLOWS: that the City Manager is authorized and directed to execute an agreement with the Airport Consultant (Lochner) for Engineering Design Services at the Jerry Sumners Sr. Aurora Municipal Airport and documents required for submittal by the US Department of Transportation Federal Aviation Administration for the replacement of the runway edge lighting system and potential installation of navigational aid systems.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA THIS 27th DAY OF JANUARY 2026.

APPROVED:

Tony Kennedy, Mayor

ATTEST:

Kamy Kulow, City Clerk

Airport: Jerry Sumners Sr. Aurora Municipal (2H2)
MoDOT Project No.: 26-091B-2

Airport Name: Jerry Sumners Sr. Aurora (2H2)
Project No.: 26-091B-2
County: Lawrence

AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 04/11/2018)

THIS AGREEMENT is entered into by H.W. Lochner, Inc. (hereinafter the "Consultant"), and the City of Aurora, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Jerry Sumners Sr. Aurora Municipal Airport; and

WHEREAS, while neither the Missouri Department of Transportation (MoDOT) nor the Federal Aviation Administration (FAA) is a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by MoDOT; and

WHEREAS, the Sponsor intends to accomplish a project at the Jerry Sumners Sr. Aurora Municipal Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

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

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.

(D) "CONSULTANT" means the firm providing professional services to

the Sponsor as a party to this Agreement.

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

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

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

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

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

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

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

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

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

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

this Agreement.

(2) SCOPE OF SERVICES:

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

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

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

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

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

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

(5) RESPONSIBILITY OF THE CONSULTANT:

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

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

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

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

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at

meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

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

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0.0% of the total Agreement dollar value.

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

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm

(C) Consultant's Certification Regarding DBE Participation: The Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Attended a meeting scheduled by the Sponsor to inform DBEs of contracting or consulting opportunities.

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

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

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

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

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

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

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

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

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least **0.0%** of the total services to be performed under this Agreement, by dollar value. All DBE firms which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

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(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB- CONTRACT	(D) PERCENT APPLICABLE TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)
N/A	N/A	N/A	N/A	N/A	N/A
TOTAL DBE PARTICIPATION				N/A	N/A

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

(8) SUBCONSULTANTS:

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

EXCEPTIONS (Subconsultant information):

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

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
Earles Engineering & Inspection, LLC	112 W. 4 th Street Pittsburg, KS 66762	Topographical Survey and PAPI Siting	\$13,850.00

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

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representative of MoDOT or the federal government), and copies thereof shall be furnished.

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

1. Commercial General Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;
2. Automobile Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and
4. Professional Liability: \$1,000,000.00, each claim and in the annual aggregate.

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

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

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

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

(9) FEES AND PAYMENTS:

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

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **\$133,850.00**, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

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

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

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

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

4. The additions to productive salaries for Items in Subsections (9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed man hour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

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

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

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

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

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

progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

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

(10) PERIOD OF SERVICE:

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

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

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

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design

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or plans by the Consultant;

4. Court proceedings;
5. Changes in services or extra services.

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

(A) Termination for Convenience:

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

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

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

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

(B) Termination for Default:

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

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

3. Termination by the Sponsor:

- a. The Sponsor may terminate this Agreement, in whole

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or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performance of the Project; or

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

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

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

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

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

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

b. Upon receipt of a notice of termination from the

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

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

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

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

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

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

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

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

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

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

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

reference.

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

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

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

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

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

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

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, MoDOT, and/or FAA in data files compatible with AutoCAD Civil3D 2024 (specify CADD version) and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

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

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

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

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

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

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

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

(D) Any claim for payment or an item of any such claim not included in

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

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

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

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

(15) INDEMNIFICATION RESPONSIBILITY:

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

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

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

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability,

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

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

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

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

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

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

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

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

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

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

(17) CONSTRUCTION PHASE OF THE PROJECT:

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

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

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

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

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

(B) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by

the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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

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

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or
2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(20) AVIATION FEDERAL AND STATE CLAUSES:

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

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

1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:

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

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

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

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

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

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of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H):

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

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

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

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

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

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

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

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

(J) Lobbying and Influencing Federal Employees – 31 U.S.C. § 1352, 2 CFR § 200, Appendix II(J), 49 CFR Part 20, Appendix A:

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

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awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

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

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

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

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

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

1. To comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387); and

2. To report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency and the FAA.

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

1. Has any unpaid Federal tax liability that has been assessed,

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

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

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

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, MoDOT, the FAA, and the Comptroller General of the United States or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

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

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Carrie Howlett, City Manager		
SPONSOR'S NAME	City of Aurora, Missouri		
SPONSOR'S ADDRESS	City Hall 2 W Pleasant Street Aurora, MO 65605		
PHONE	417-678-5121	FAX	
E-MAIL ADDRESS	chowlett@auroramo.gov		

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

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Ian Wright, Project Manager		
CONSULTANT'S NAME	H.W. Lochner, Inc.		
CONSULTANT'S ADDRESS	15717 College Boulevard Lenexa, KS 66219		
PHONE	816-945-5840	FAX	
E-MAIL ADDRESS	iwright@hwlochner.com		

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

Consultant's president or chief executive officer in a written notice to the Sponsor.

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

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

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

(27) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

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

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subconsultant services under this Agreement.

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

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

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

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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the 9th day of January, 2026.

Executed by the **Sponsor** the _____ day of _____, 20____.

Consultant:
H.W. Lochner, Inc.

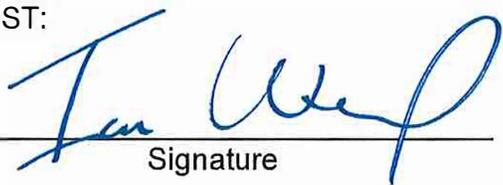
Sponsor:
City of Aurora, Missouri

By: 
Signature

By: _____
Signature

Title: Regional Lead

Title: _____

ATTEST:
By: 
Signature

ATTEST:
By: _____
Signature

Title: Project Manager

Title: _____

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EXHIBIT I

PROJECT DESCRIPTION

Base Bid

Replace Runway 18-36 Medium Intensity Runway Lighting (MIRL) System
Install Lighted Guidance Signs
Install Lighting Around Runway Turnarounds
Install Electrical Vault Transclosure

Add Alternate No. 1

Install Runway 18-36 Precision Approach Path Indicator (PAPI) Systems

Add Alternate No. 2

Install Runway 18-36 Runway End Identifier Light (REIL) Systems

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

The Consultant will perform a topographical survey required for project design and produce an engineering design report, construction safety and phasing plan report, construction plans, contract documents/technical specifications, tabulation of construction quantities, and engineer's opinion of probable construction costs. The Consultant will assist the Sponsor with the advertisement for obtaining construction bids, preparation of any addenda during the bidding process, conduct the pre-bid meeting, receipt of bids, and award of the construction contract. The services required for construction administration, observation, and materials testing may be added to this Agreement by Supplement upon completion of the Design Phase Services. All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, together with good engineering practice and applicable FAA Advisory Circulars (ACs), standards, guidance and/or agency orders and MoDOT requirements and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA. The improvements that are being designed on the project shall be consistent with a current and approved Airport Layout Plan.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

A. BASIC SERVICES

1. Preliminary
 - a. Coordinate with Sponsor and MoDOT to establish scope, schedule, and budget.
 - b. Conduct pre-design meeting, prepare minutes, and distribute to attendees.
 - c. Familiarization with record drawings.
 - d. Conduct site visit to gather design data and assess current conditions.
 - e. Assist Sponsor with preparation and submittal of Grant Application for Federal/State assistance.

2. Engineer's Design Report

- a. Prepare preliminary Engineer's Design Report and submit to the Sponsor and MoDOT for review and comments. The Sponsor and MoDOT will be provided with electronic copies in PDF format with hard copies provided upon request. At a minimum, the design report will include:
 - Introductory narrative describing the scope of work and associated graphic depicting the scope of work
 - Address CSPP related issues, anticipated phasing plan, and considerations for Airport Operational Safety
 - Listing of applicable design standards and Advisory Circulars
 - Existing site conditions and electrical system including photographs
 - Electrical system removal methodology
 - Proposed MIRL system installation details and methodology
 - Proposed guidance sign installation details and methodology
 - Proposed PAPI system installation details and methodology
 - Proposed REIL system installation details and methodology
 - Proposed electrical vault transclosure details and methodology
 - Proposed electrical power and controls information and details
 - Miscellaneous work items (Erosion Control, DBE, Environmental, NAVAID shutdown, etc.)
 - Identification of modifications to FAA and MoDOT standards along with the reason(s) and justifications for the modifications
 - Summary of preliminary project budget including an engineer's opinion of probable construction cost
 - Proposed project schedule
 - Pre-design meeting minutes

- b. Submit preliminary Engineer's Design Report, including engineer's opinion of probable construction cost and Project budget, to the Sponsor and MoDOT for review and comment. PDF copies will be submitted electronically with hard copies provided upon request. (This submittal will be considered the 30% complete project submittal.)
 - c. Finalize Engineer's Design Report with consideration of preliminary review comments and submit Final Engineer's Design Report to the Sponsor and MoDOT for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request. Final Engineer's Design Report will be submitted with final CSPP Report, final Construction Plans, and final Contract Documents/Technical Specifications.
3. Construction Safety and Phasing Plan (CSPP) Report
- a. Prepare preliminary Construction Safety and Phasing Plan (CSPP) report and submit to the Sponsor and MoDOT for review and comments. The Sponsor and MoDOT will be provided with electronic copies in PDF format with hard copies provided upon request. The CSPP report will be prepared in accordance with the guidelines in Chapter 2, "Construction Safety and Phasing Plans" and Chapter 3, "Guidelines for Writing a CSPP" of Advisory Circular (AC) 150/5370-2, "Operational Safety on Airports During Construction". At a minimum, the CSPP report will include:
 - Introduction, responsibility, project description, and coordination
 - Construction phasing
 - Area and operations affected by construction activity
 - Protection of navigational aids
 - Contractor access
 - Wildlife management
 - Foreign Object Debris (FOD) management
 - Hazardous Materials (HAZMAT) management
 - Notification of construction activities
 - Inspection requirements

- Underground utilities
 - Penalties
 - Special conditions
 - Runway and taxiway visual aids
 - Markings and signs for access routes
 - Hazard marking, lighting, and signing
 - Work zone lighting for nighttime construction
 - Protection of runway and taxiway safety areas
 - Other limitations on construction
 - Table listing airport operations affected by construction
 - Table listing runway safety dimensions
 - Table listing navigational aid facility impacts
 - Construction safety and phasing plan sheets
- b. Submit preliminary CSPP Report to the Sponsor and MoDOT for review and comment. PDF copies will be submitted electronically with hard copies provided upon request. (This submittal will be considered the 30% complete project submittal.)
- c. Finalize CSPP Report with consideration of preliminary review comments and submit Final CSPP Report to the Sponsor and MoDOT for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request. Final CSPP Report will be submitted with final Engineer's Design Report, final Construction Plans, and final Contract Documents/Technical Specifications.

4. Plans and Specifications

- a. Prepare construction plans and contract documents/technical specifications in accordance with current MoDOT and FAA standards, and other criteria.

1) Prepare construction plans:

The construction plans and the contract documents/technical specifications will delineate the improvements of the project.

The construction plans will generally include the following:

- Title Sheet
- General Layout Plan and General Notes
- Construction Safety and Phasing Plan
- Construction Safety and Phasing Plan Details
- Summary of Quantities and Pay Item Notes
- Electrical System Removal/Abandonment Plan
- Runway Lighting System Plan
- PAPI System Plan
- REIL System Plan
- Lighting System Details
- PAPI System Details
- REIL System Details
- Guidance Sign Details
- Electrical Vault Plan
- Electrical Vault Details
- One-Line Diagram

2) Prepare Contract Documents/Technical Specifications.

Specifications will be in accordance with FAA criteria and satisfy project specific needs. The specifications shall be developed using FAA AC 150/5370-10H and "Regional Modifications to Standards".

3) Revise plan quantities and preliminary engineer's opinion of probable construction cost and project budget.

- 4) Submit preliminary Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction costs and project budget to the Sponsor and MoDOT for review and comments. The Sponsor and MoDOT will be provided with electronic copies in PDF format with hard copies provided upon request.
 - 5) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary review comments from the Sponsor and MoDOT.
- b. Submit a final sealed set of Construction Plans and Contract Documents/Technical Specifications, Engineer's Opinion of Probable Construction Cost and Project Budget to the Sponsor and MoDOT. The Sponsor and MoDOT will be provided with electronic copies in PDF format with hard copies provided upon request.

5. Bidding

- a. Assist the Sponsor with advertisement for bids and send "Notice to Bidders" to prospective contractors. (Sponsor shall place advertisements in appropriate media.)
- b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
- c. Attend and conduct a pre-bid meeting virtually with MoDOT, Sponsor, and prospective bidders.
- d. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the bidding phase.
- d. Conduct a virtual bid opening. Lochner to assist the Sponsor with receipt of bids.
- e. Tabulate and analyze bid results, review contractor's qualifications and DBE subcontractor's list provided by the apparent low bidder, prepare project budget, and make recommendation of contract award to Sponsor.

B. SPECIAL SERVICES

1. Administrative Assistance

- a. Assist the Sponsor in coordination with MoDOT to establish a grant providing funding to complete the project.

Airport: Jerry Sumners Sr. Aurora Municipal (2H2)

MoDOT Project No.: 26-091B-2

- b. Assist the Sponsor in preparation of grant reimbursement requests throughout the Project for submittal to MoDOT.
- c. Coordinate with the Sponsor and MoDOT, and answer questions during the course of the Project.
- d. Prepare and submit FAA Form 7460 for project limits identified in the CSPP report.
- e. Prepare and submit FAA Form 7460 for proposed electrical vault transclosure.
- f. Assist Sponsor with preparation of Sponsor Certifications.
- g. Prepare Environmental Clearance Letter and submit to MoDOT for concurrence.
 - a. *Note: A documented CATEX, Missouri Department of Natural Resources (MoDNR) general permit application, and Storm Water Pollution Prevention Plan (SWPPP) are not anticipated for this project and therefore not included in the scope of the project.*

2. Field Survey

- a. *Scope and exhibit included by attachment.*

C. CONSTRUCTION SERVICES

These services can be added by Supplemental Agreement per Section (17) of this Agreement.

**JERRY SUMNERS SR. AURORA MUNICIPAL AIRPORT (2H2)
AURORA, MISSOURI****SURVEY SCOPE OF SERVICES**

The Consultant, in consideration of the payment as hereinafter specified on the part of the Engineer, agrees to perform the topographical surveying services enumerated as follows:

1. Initial Field Survey - Engineering Design
 - a. Perform field survey as required. The survey area is depicted on the attached Exhibit A and will consist of the following:
 - 1) Coordinate access to the project site with the Airport and the Engineer. The Survey Subconsultant shall coordinate the proposed work timeline with Lochner to allow for the appropriate communications with the Airport. The Survey Subconsultant shall adhere to any airfield rules and regulations set forth by the Airport.
 - a. When operating within the Air Operations Area (AOA), Surveyor personnel shall comply with airfield safety regulations as described within FAA AC 150/5370-2G, Operational Safety on Airports During Construction(https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentnumber/150_5370-2).
 - b. The Surveyor shall have a radio capable of receiving communications on the Airport's Common Traffic Advisory Frequency (CTAF) 122.8.
 - c. At a minimum, the Surveyor shall have a flag and/or a flashing beacon mounted on all vehicles operating within the AOA. Requirements for each are described within FAA AC 150/5370-2G.
 - 2) Establish survey baselines for improvement areas and set/recover horizontal control points (CP-1 – CP-2) as shown on Exhibit A for use during the survey and construction. The horizontal control points shall be established on NAD 83 or better control. Horizontal control points CP-1 and CP-2 shall be established or recovered as described on Exhibit A. All control points, whether set or recovered, shall not extend above the adjacent pavement elevation. They shall be either flush or below the pavement surface.
 - a. The Surveyor shall supply the Engineer with one (1) photo of each horizontal control point set/recovered on the project site by the Surveyor.
 - 3) Establish vertical control at the site based upon U.S.G.S. NAVD 88 datum and set benchmark for use during construction within close proximity of the survey limits if one is not already located there.
 - a. The Surveyor shall supply the Engineer with one (1) photo of each vertical control point set on the project site by the Surveyor.

- 4) Within the identified Survey Limits at 100' increments from each runway end, obtain the runway centerline elevation to the nearest 0.01 ft.
- 5) Within the identified Survey Limits, obtain the location of the back edge (furthest away from the runway) of the yellow Runway Holding Position Marking at each pavement edge.
- 6) Within the identified Survey Limits, obtain the location of the Runway Holding Position Sign.
- 7) Cross sections and topography within the **BLUE** survey limits will include the location and elevation of existing pavements, utilities, structures, and other existing features and shall also include:
 - (1) Spot elevations
 - a. Earth to the nearest 0.10 ft.
 - i. Elevations at 20 ft. intervals longitudinally
 - ii. Elevations at features, terraces, and grade changes maximum 20 ft. transverse.
 - iii. Elevations immediately adjacent to edges of pavement, ten feet from the edge of pavement, and at 20 ft. intervals longitudinally.
 - b. Pavement – to nearest 0.01 ft.
 - i. Elevations at 20 ft. intervals longitudinally and transverse.
 - ii. Elevations along centerline (marked and un-marked) and along edges of pavement at 20 ft. intervals
 - (2) Visual and underground utilities within the survey limits – water, sewer, gas, electric, telephone, etc.
 - a. The Surveyor shall be responsible for coordinating the marking of all utilities within the area by contacting Missouri 811 prior to completing the survey.
 - b. Type, size, approximate depth, and location
 - c. Manholes, handholes, meter pits, catch basins, inlets
 - i. Size and location
 - ii. Top and invert elevations
 - (3) Culverts – size, length, material, invert elevations
 - (4) Airport Features –lights, guidance signs, navigational aids (including foundations), ducts, cable markers, handholes, junction boxes, wind cone, underdrains, etc.
 - (5) Buildings and Other Vertical Structures – Building corner and midpoint location and elevations. Height of structure not required.

- (6) Trees and Shrubbery – Location and/or boundary location and elevations. Height of trees and shrubbery not required.
- b. One (1) additional trip for acquiring additional survey points as needed by the Engineer.
 - c. Initial Deliverables
 - 1) Electronic files of the survey, including a .xml file of the existing surface, suitable for operating on AutoCAD Civil 3D 2024. Please ensure the survey is provided in grid coordinates.
 - 2) Electronic copy of survey notes, calculations, raw survey data, .txt or .csv (PNEZD), comma delimited coordinate file and code legend obtained by electronic means, and any field notes taken by hand.
 - 3) Digital (.jpg or similar) photos of each horizontal control point (CP-1 through CP-2), vertical control point, and the appropriate number of photos per item as described previously.
 - 4) One (1) AutoCAD drawing and one (1) hard copy original sealed by a Professional Land Surveyor with points, point numbers, description, tin file, survey baseline, existing features, and contours. The drawing shall include a legend that clearly describes the site features represented, a graphic scale, and a north arrow.
 - 5) One (1) signed and sealed survey certification letter attesting to the horizontal and vertical accuracies of the survey as required for a 1A certification.

2. Final Field Survey - Perform PAPI siting OCS and LSCS check under a separate mobilization.
 - a. OCS Check – Additional documents will be provided by Engineer prior to mobilization
 - 1) Set up in the field and perform an Obstacle Clearance Surface (OCS) check for the proposed Runway 18-36 PAPI locations based on design values to assure no obstructions penetrate this surface for the designed glide path angle.
 - 2) The OCS extends 10° left and right of the runway centerline.
 - 3) The OCS will be checked for penetrations based on the pre-determined angle. If an obstruction is noted, the height of the instrument shall be adjusted 0°15' and the OCS checked again for penetrations. If an obstruction is still noted, the angle required in order to clear the obstruction shall be noted.
 - b. LSCS Check – Additional documents will be provided by Engineer prior to mobilization
 - 1) Set up in the field and perform a Light Signal Clearance Surface (LSCS) check for the proposed Runway 18-36 PAPI locations based on design values to assure no obstructions penetrate this surface for the designed glide path angle.
 - 2) The LSCS extends 14° to the left side of the innermost PAPI unit, the area between, and 14° to the right side of the outermost PAPI unit.
 - 3) The LSCS will be checked for penetrations based on the pre-determined angle. If an obstruction is noted, the height of the instrument shall be adjusted 0°15' and the LSCS checked again for penetrations. If an obstruction is still noted, the angle required in order to clear the obstruction shall be noted.
 - c. Final Deliverables
 - 1) A statement from the Consultant summarizing the results of the respective PAPI OCS and LSCS checks for each runway end evaluated indicating any noted obstructions in the field or explaining that the OCS and LSCS are clear of obstructions.

Earles Engineering & Inspection, LLC

Civil & Structural Engineers - Land Surveyors - Construction Inspectors
116 N Augustus, McPherson, Kansas 67460 Phone: (785) 309-1060
211 N. Kansas Ave.; Liberal, Kansas 67901 Phone: (620) 626 -8912
112 W 4th St., Pittsburg, Kansas 66762 Phone: (620) 308-5577
707 Ash St., Abilene, Kansas 67410 Phone: (785) 263-5523

Date: December 9, 2025

Survey For: Lochner

Project Location: Jerry Sumners Sr. Aurora Municipal Airport, Aurora, Missouri

Scope of Work:

Trip 1

- Establish control based on Survey Scope of Services
- Topographic survey of the area depicted on exhibit A based on scope of services provided.

Trip 2

- Perform PAPI sitting OCS and LSCS check based on scope of services provided.

Total Estimated Fee: \$ 13,850.00

Any revisions or modifications on any documents will be billed at our standard hourly rate.

Please feel free to contact us with any questions.

Thank you,

I authorize Earles Engineering & Inspection, LLC to proceed with the scope of work listed above and agree to the fees of the work to be paid by me.

Client Authorization

**EXHIBIT IIA
 CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED
 PROJECTS**

Updated April 18, 2019

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

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5100-17, Changes 1-7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)

Airport: Jerry Summers Sr. Aurora Municipal (2H2)

MoDOT Project No.: 26-091B-2

150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN

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MoDOT Project No.: 26-091B-2

150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program

Airport: Jerry Sumners Sr. Aurora Municipal (2H2)

MoDOT Project No.: 26-091B-2

150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports by Individuals with Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
MoDOT	MoDOT DBE Program- http://www.modot.org/ecr/index.htm

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

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

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.
2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.
4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.
5. Pay all publishing costs for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.
6. Issue Notice to Air Missions (NOTAM's) through the applicable FAA Flight Service Station.
7. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.
8. Guidance for assembling bid package to meet Sponsor's bid letting requirements.
9. Designate contact person (see Section (23)(A)).

Airport: Jerry Sumners Sr. Aurora Municipal (2H2)
MoDOT Project No.: 26-091B-2

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

EXHIBIT IV
DERIVATION OF CONSULTANT PROJECT COSTS

Base Bid

Replace Runway 18-36 Medium Intensity Runway Lighting (MIRL) System
Install Lighted Guidance Signs
Install Lighting Around Runway Turnarounds
Install Electrical Vault Transclosure

Add Alternate No. 1

Install Runway 18-36 Precision Approach Path Indicator (PAPI) Systems

Add Alternate No. 2

Install Runway 18-36 Runway End Identifier Light (REIL) Systems

MoDOT Project No. 26-091B-2

Jerry Sumners Sr. Aurora Municipal Airport (2H2)

Aurora, Missouri

BASIC AND SPECIAL SERVICES

January 8, 2026

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	4	\$109.00	\$ 436.00
Project Manager	38	\$102.00	\$ 3,876.00
Senior Design Engineer	11	\$101.00	\$ 1,111.00
Senior Electrical Engineer	32	\$93.00	\$ 2,976.00
Assistant Project Manager	70	\$88.00	\$ 6,160.00
Design Engineer	113	\$68.00	\$ 7,684.00
Environmental Scientist	2	\$62.00	\$ 124.00
Design Technician	104	\$52.00	\$ 5,408.00
Administrative Assistant	82	\$51.00	\$ 4,182.00
Engineer Intern	142	\$44.00	\$ 6,248.00
Total Direct Salary Costs			= \$ 38,205.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 171.64% = \$ 65,575.06

3. SUBTOTAL:

Items 1 and 2 = \$ 103,780.06

4. PROFIT:

15% of Item 3 Subtotal = \$ 15,567.01

Subtotal of Items 3 and 4 \$ 119,347.07 *Lump Sum Fee*

5. OUT-OF-POCKET EXPENSES:

a. Mileage 400 miles @ \$0.700/mile = \$ 280.00
b. Aircraft Rental 0 hrs. @ \$400.00/hour = \$ -
c. Meals 1 @ \$68.00/day = \$ 68.00
d. Motel 0 days @ \$110.00/day = \$ -
e. Mailing & Misc. Expenses = \$ 304.93

Total Out-of-Pocket Expenses = \$ 652.93 *Not to Exceed*

6. SUBCONTRACT COST:

a. Earles Engineering & Inspection, LLC (Topographical Survey & PAPI Siting) \$ 13,850.00 *Not to Exceed*

7. TOTAL FEE:

Items 4, 5 and 6 \$ 133,850.00 *Not to Exceed*

**EXHIBIT V
ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN**

Jerry Summers Sr. Aurora Municipal Airport (2H2)
Aurora, Missouri
January 8, 2026

Classification: Hourly Rate:		Principal \$340.50	Project Manager \$318.63	Senior Design Engineer \$315.51	Senior Electrical Engineer \$290.52	Assistant Project Manager \$274.90	Design Engineer \$212.42	Environmental Scientist \$193.68	Design Technician \$162.44	Administrative Assistant \$159.32	Engineer Intern \$137.45	Other Costs
A. BASIC SERVICES												
1. Preliminary:		0	8	0	0	19	1	0	0	10	0	(1,2)
Labor Subtotal =	\$ 9,577.75	\$0.00	\$2,549.07	\$0.00	\$0.00	\$5,223.09	\$212.42	\$0.00	\$0.00	\$1,593.17	\$0.00	
Expense Subtotal =	\$ 422.25											\$ 422.25
Subconsultant Subtotal =	\$ -											\$ -
Total Fee =	\$ 10,000.00											
2. Engineer's Design Report:		1	3	1	12	8	36	0	9	13	42	(2)
Labor Subtotal =	\$ 24,250.53	\$340.50	\$955.90	\$315.51	\$3,486.23	\$2,199.20	\$7,647.21	\$0.00	\$1,461.97	\$2,071.12	\$5,772.89	
Expense Subtotal =	\$ 49.47											\$ 49.47
Subconsultant Subtotal =	\$ -											\$ -
Total Fee =	\$ 24,300.00											
3. CSPP Report:		1	3	2	0	2	10	0	16	3	37	(2)
Labor Subtotal =	\$ 12,764.09	\$340.50	\$955.90	\$631.02	\$0.00	\$549.80	\$2,124.22	\$0.00	\$2,599.05	\$477.95	\$5,085.64	
Expense Subtotal =	\$ 35.91											\$ 35.91
Subconsultant Subtotal =	\$ -											\$ -
Total Fee =	\$ 12,800.00											
4. Plans and Specifications:		2	6	8	20	10	57	0	78	22	56	(2)
Labor Subtotal =	\$ 49,656.88	\$681.00	\$1,911.80	\$2,524.08	\$5,810.38	\$2,749.00	\$12,108.08	\$0.00	\$12,670.38	\$3,504.97	\$7,697.19	
Expense Subtotal =	\$ 43.12											\$ 43.12
Subconsultant Subtotal =	\$ -											\$ -
Total Fee =	\$ 49,700.00											
5. Bidding:		0	6	0	0	16	9	0	0	11	7	(2)
Labor Subtotal =	\$ 10,936.63	\$0.00	\$1,911.80	\$0.00	\$0.00	\$4,398.39	\$1,911.80	\$0.00	\$0.00	\$1,752.49	\$962.15	
Expense Subtotal =	\$ 63.37											\$ 63.37
Subconsultant Subtotal =	\$ -											\$ -
Total Fee =	\$ 11,000.00											
PART A SUBTOTAL =	\$ 107,800.00											
B. SPECIAL SERVICES												
1. Administrative Assistance:		0	12	0	0	15	0	2	0	23	0	(2)
Labor Subtotal =	\$ 11,998.75	\$0.00	\$3,823.60	\$0.00	\$0.00	\$4,123.50	\$0.00	\$387.36	\$0.00	\$3,684.29	\$0.00	
Expense Subtotal =	\$ 1.25											\$ 1.25
Subconsultant Subtotal =	\$ -											\$ -
Total Fee =	\$ 12,000.00											
2. Field Survey:		0	0	0	0	0	0	0	1	0	0	(2,3)
Labor Subtotal =	\$ 162.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$162.44	\$0.00	\$0.00	
Expense Subtotal =	\$ 37.56											\$ 37.56
Subconsultant Subtotal =	\$ 13,850.00											\$ 13,850.00
Total Fee =	\$ 14,050.00											
PART B SUBTOTAL =	\$ 26,050.00											
GRAND TOTAL =	\$ 133,850.00											

- (1) Mileage, Motel and Meals
- (2) Equipment, Materials and Supplies
- (3) Vendor Services

EXHIBIT VI
PERFORMANCE SCHEDULE

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

A. BASIC SERVICES

- | | |
|--|--|
| 1. Preliminary | As Required |
| 2. Engineer's Design Report | |
| a.-b. Submittal of Preliminary Report | (30) calendar days after issuance of NTP. |
| c. Submittal of Final Report | (21) calendar days after receipt of review comments for Item A.2.a-b and Item A.4.a. |
| 3. Construction Safety and Phasing Plan (CSPP) Report | |
| a.-b. Submittal of Preliminary Report | (30) calendar days after issuance of NTP. |
| c. Submittal of Final Report | (21) calendar days after receipt of review comments for Item A.3.a-b and Item A.4.a. |
| 4. Plans and Specifications | |
| a. Submittal of Preliminary Plans and Contract Documents/Specifications for review | (60) calendar days after issuance of NTP. |
| b. Submittal of Plans and Contract Documents/Specifications for bidding | (21) calendar days after receipt of review comments for Item A.2.a-b, A.3.a-b and Item A.4.a. |
| 5. Bidding | As Required |

B. SPECIAL SERVICES

1. Administrative Assistance
2. Field Survey

As Required

(30) calendar days
after issuance of NTP.

C. CONSTRUCTION SERVICES

May be Added by Supplemental Agreement

[TO BE PRINTED ON SPONSOR LETTERHEAD]

**RECORD OF NEGOTIATIONS AND FEE ANALYSIS
FOR ENGINEERING DESIGN SERVICES**

[insert date]

Mr. Thomas Powers
Intermediate Aviation Project Inspector
MoDOT Aviation Section
105 W. Capitol Avenue
Jefferson City, MO 65102

RE: Jerry Sumners Sr. Aurora Municipal Airport (2H2)
Replace Runway 18-36 MIRL System (Base Bid)
Replace Runway 18-36 PAPI Systems (Add Alternate No. 1)
Replace Runway 18-36 REIL Systems (Add Alternate No. 2)
MoDOT Project No. 26-091B-2

Dear Mr. Powers:

The following is a record of negotiations for engineering services for the subject project:

- a. On December 2nd, 2025, Lochner submitted to the City of Aurora and MoDOT a DRAFT Agreement for engineering design services. An overhead rate of 171.64% was utilized, and the fee proposal was broken down as follows and was considered preliminary since a topographical survey quote had not yet been solicited and a DBE goal had not yet been determined by the MoDOT External Civil Rights department:

Basic Services Subtotal	\$ 107,800
Special Services Subtotal	\$ 27,200
DRAFT Design Agreement Total	\$ 135,000

- b. Since the agreement for engineering design services exceeds \$100,000, an Independent Fee Estimate (IFE) was solicited by the City. On December 5th, 2025, the City solicited Allgeier Martin & Associates to conduct the IFE.
- c. On December 17th, 2025, Allgeier Martin & Associates provided the completed IFE analysis to the City. A copy of the transmittal letter and fee forms are attached to this for reference. Comparing the IFE workup to those fees submitted by Lochner, Lochner's proposed fee for engineering design services does not exceed the IFE, compliant with FAA AC 150/5100-14E requirements. Therefore, the fee proposed is fair and reasonable. For reference, the IFE for engineering design services determined the following:

IFE Basic Services Subtotal	\$ 233,084.94
IFE Special Services Subtotal	\$ 73,653.60
IFE Design Agreement Total	\$ 306,738.54

[TO BE PRINTED ON SPONSOR LETTERHEAD]

- d. MoDOT informed the City and Lochner that a DBE goal requirement of 0.0% for design services had been established for this project. Additionally, Lochner received a quote for topographical surveying services required for the project. Therefore, Lochner's final fee proposal was as follows:

FINAL Basic Services Subtotal	\$ 107,800
<u>FINAL Special Services Subtotal</u>	<u>\$ 26,050</u>
FINAL Design Agreement Total	\$ 133,850

- e. On **[insert date]**, the City Council gave the authority to approve the Agreement for design services with Lochner for the Project and executed the Agreement.
- f. Upon execution, the Engineering Agreement will be submitted to the MoDOT Aviation Section for concurrence in contract acceptance.
- g. Negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14 have been followed.

Carrie Howlett
City Manager

Date



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Aurora, Missouri

Airport: Jerry Sumners Sr. Aurora Municipal Airport (2H2)

Project Number: 26-091B-2

Description of Work: Replace Runway 18-36 MIREL System (Base Bid)
Replace Runway 18-36 PAPI Systems (Add Alternate No. 1)
Replace Runway 18-36 REIL Systems (Add Alternate No. 2)

Application

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

Certification Statements

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

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

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

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Aurora, Missouri

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

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



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Aurora, Missouri

Airport: Jerry Sumners Sr. Aurora Municipal Airport (2H2)

Project Number: 26-091B-2

Description of Work: Replace Runway 18-36 MIRL System (Base Bid)
Replace Runway 18-36 PAPI Systems (Add Alternate No. 1)
Replace Runway 18-36 REIL Systems (Add Alternate No. 2)

Application

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

Certification Statements

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

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

Location 1

Name of Location: Aurora City Hall

Address: 2 West Pleasant Street, Aurora, MO 65605

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

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

Sponsor's Certification

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

Executed on this day of , .

Name of Sponsor: City of Aurora, Missouri

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

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



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Aurora, Missouri

Airport: Jerry Sumners Sr. Aurora Municipal Airport (2H2)

Project Number: 26-091B-2

Description of Work: Replace Runway 18-36 MIRL System (Base Bid)
Replace Runway 18-36 PAPI Systems (Add Alternate No. 1)
Replace Runway 18-36 REIL Systems (Add Alternate No. 2)

Application

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

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

Certification Statements

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

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

Yes No N/A

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

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

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

Yes No N/A

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

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Sponsor's Certification

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

Executed on this day of , .

Name of Sponsor: City of Aurora, Missouri

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

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



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Aurora, Missouri

Airport: Jerry Sumners Sr. Aurora Municipal Airport (2H2)

Project Number: 26-091B-2

Description of Work: Replace Runway 18-36 MIRL System (Base Bid)
Replace Runway 18-36 PAPI Systems (Add Alternate No. 1)
Replace Runway 18-36 REIL Systems (Add Alternate No. 2)

Application

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

Certification Statements

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

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

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

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

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

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

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

Executed on this day of , .

Name of Sponsor: City of Aurora, Missouri

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

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



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Aurora, Missouri

Airport: Jerry Sumners Sr. Aurora Municipal Airport (2H2)

Project Number: 26-091B-2

Description of Work: Replace Runway 18-36 MIRL System (Base Bid)
Replace Runway 18-36 PAPI Systems (Add Alternate No. 1)
Replace Runway 18-36 REIL Systems (Add Alternate No. 2)

Application

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

Certification Statements

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

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

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

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

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

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

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

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Aurora, Missouri

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

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



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Aurora, Missouri

Airport: Jerry Sumners Sr. Aurora Municipal Airport (2H2)

Project Number: 26-091B-2

Description of Work: Replace Runway 18-36 MIRL System (Base Bid)
Replace Runway 18-36 PAPI Systems (Add Alternate No. 1)
Replace Runway 18-36 REIL Systems (Add Alternate No. 2)

Application

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

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

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

Certification Statements

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

Yes No

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

Yes No

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

Yes No

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

Sponsor's Certification

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

Executed on this day of , .

Name of Sponsor: City of Aurora, Missouri

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

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

City of Aurora Agenda Item Cover Sheet

To: City of Aurora, Mayor and City Council
From:
Department:
Date:

AGENDA ITEM NARRATIVE

BACKGROUND

SPECIFIC ACTION REQUESTED

ATTACHMENTS

RESOLUTION NO. 2026-2078

A RESOLUTION OF THE CITY OF AURORA, MISSOURI, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MARIONVILLE POWER SPORTS FOR THE PURCHASE OF A POLARIS RANGER FOR THE CEMETERY DEPARTMENT

WHEREAS, the City of Aurora, Missouri, is a third-class and political subdivision of the State of Missouri, duly created, organized, and existing under and by virtue of the constitution and laws of the State of Missouri; and

WHEREAS, it has been requested and approved by the City Council in the 2026 budget for the purchase of a ranger for the Cemetery Department; and

WHEREAS, the city staff received three quotes for rangers from Marionville Powersports 2020 Polaris XP Crew for \$13,000.00, Marionville Powersports 2025 Polaris SP 570 for \$13,149.00, and Honda of the Ozarks for \$14,998.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA AS FOLLOWS: that the City Manager is authorized and directed to execute an agreement with Marionville Powersports for the purchase of a 2020 Polaris Ranger Crew XP 1000 for the Cemetery Department.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA THIS 27th DAY OF JANUARY 2026.

APPROVED:

Tony Kennedy, Mayor

ATTEST:

Kamy Kulow, City Clerk



NEW 2025 Honda Pioneer 1000



Honda of the Ozarks
 2055 E Kerr St
 Springfield, Missouri 65803
 (417) 862-4686
 www.hondaoftheozarks.com

CUSTOMER	_____
DATE	12/04/2025
PRICE	\$14,998.00
SETUP/PDI	+ \$499.00
PRICE BEFORE FREIGHT	\$15,497.00
SALESPERSON	_____
SIGNATURE	_____

Comments

MSRP or Price does not include \$1,295 in destination charges.

Power your wildest journeys

When hard work and sheer joy collide, you get the Pioneer 1000 lineup. Renowned for their unwavering reliability and packed with features like our automatic Dual-Clutch Transmission (DCT), the Pioneer 1000 family comes in four trims and four colors for 2025 to perfectly match your needs. Drive one today and experience the Pioneer difference.

GENERAL INFORMATION

Manufacturer	Honda
Model Year	2025
Model Name	Pioneer 1000
Model Code	SXS10M3PS
VIN	1HFVE04A6S4903958
Stock Number	4903958
Color	Hero Red
Condition	NEW
Engine Size	999 cc
Retail Price	\$47,599.00
On Sale	\$14,998.00

** IF PICKED, WILL TRY TO PURCHASE UNDER FLEET PROGRAM FOR \$200-250 OFF **

FEATURES

Performance

POWERFUL 999CC TWIN-CYLINDER ENGINE: The 1000 lineup has been designed with robust midrange and top-end power, which, thanks to the lower gear ratios, results in quick acceleration and exceptional overall performance.

UNICAM® CYLINDER HEAD: All three trims boast a 999cc liquid-cooled inline twin engine using the same compact Unicam® cylinder head design as our motocross bikes, delivering impressive horsepower and torque.

ENGINE AIR INTAKE: We placed the air intake higher up in the hood to ensure a clean air supply when fording rivers, streams, bogs, and even deep mud puddles at greater depths, resulting in improved performance.

Handling

TOUGH CHASSIS: Our advanced frame design allows you to tackle terrain with larger tires and long-travel independent front and rear suspension, providing ample ground clearance.

OTR DIRT MASTER TIRES: All models come with high-performance OTR Dirt Master tires, providing exceptional off-road traction and long-lasting durability.

THREE WHEEL CHOICES: Three different wheel options are available: 14-inch steel, 14-inch all-black aluminum, and 14-inch black aluminum with contrast-cut highlights.

ELECTRIC POWER STEERING: Honda was the first to introduce Electric Power Steering (EPS) for SxSs. Every EPS system features a brushless motor integrated into the ECU, while the return-to-center function makes it easier to maneuver on straight trails.

INDEPENDENT FRONT AND REAR SUSPENSION: Dual A-arm suspension provides 10.5 inches of front travel and 10 inches in the rear. When paired with ample ground clearance, this maximizes traction and comfort.

Engineering

AUTOMATIC SIX-SPEED DCT: The industry's first all-gear-driven six-speed automatic Dual-Clutch Transmission (DCT) allows you to choose between manual or fully automatic. Additionally, Sport mode increases the fun by holding the shift points to higher engine speeds.

i-4WD: The Trail and Forest models feature Honda's exclusive i-4WD system. The industry-first brake-traction control system simplifies operation, improves drivability, and optimizes control.

ADVANCED TRANSMISSION LOGIC: The DCT's Advanced Transmission Logic system senses your driving and adapts. Relaxed drivers get earlier shifts for a quieter ride. Sportier drivers get each gear held longer for higher RPM shifts. And you get actual engine braking when going downhill.

PARKING INTERLOCK: The parking brake is designed to be smart and simple. It has a single push/pull cable that makes adjustments and servicing easy.

1000-POUND-CAPACITY BED*: One of the most impressive features of this vehicle is its half-ton hauling capacity. Additionally, we've made it easier to dump with a hydraulic assist tilt bed lever. *600-pound bed capacity for CA models

2500-POUND TOWING CAPACITY: The 1000 lineup can haul up to 2500 pounds, making it possible to complete bigger jobs without having to use a tractor or a truck.

HIGH/LOW SUBTRANSMISSION: With a 42% gear reduction between High and Low, you get the necessary torque in all six gears. This comes in handy when navigating rugged terrain, climbing steep hills, or towing heavy loads.

GEAR RATIOS: The gear ratios in all 1000 models' transmission, subtransmission, and final drive are designed to enhance versatility in all driving conditions.

PADDLE SHIFTING: Steering column-mounted paddle shifters add a dose of performance to every drive. In Manual mode, they let you shift without ever taking your hands off the wheel, and in Automatic mode, they let you override the current gear with a quick up or downshift.

TURF/2WD/4WD/DIFF LOCK: To avoid damaging sensitive surfaces, make sure to select Turf Mode. If you require maximum traction, switch to 4WD. And if you need the most power from all four wheels, lock the front and rear differentials. The best part is that you can easily do all this with a single lever.

BUILT IN THE U.S.A.: It's purpose-built for the American market, right here in America, using domestically and globally sourced parts assembled at our plant in Timmonsville, South Carolina.

Style

FOREST AND TRAIL MODEL FEATURES: Factory-installed accessories like a Warn® winch, special wheels, cabin lighting, and unique paint and graphics come on the Forest and Trail models to enhance your off-road experience.

Comfort & Convenience

TILT WHEEL: A tilt steering wheel is designed to make getting in and out more accessible. We've given it a wide range of adjustments and a spring-loaded damper that makes tilting a snap.

UNDERSEAT STORAGE: The convenient underseat storage area has a large opening, which keeps objects close at hand and easily accessible.

UNDER-DASH STORAGE: This practical under-dash shelf is standard on the Deluxe, Trail, and Forest editions and an available accessory on the standard 1000. It keeps frequently used items right up front in the cab.

WARN® VRX45 WINCH: A factory-installed chassis-mounted 4500-pound Warn® winch is standard equipment on the Forest and Trail models and an option on the standard and Deluxe.

PREWIRED FOR ACCESSORIES: We've pre-wired all models for accessory switches. This slashes installation time for things like a winch alone and makes it easier and cleaner. We've even included an extra, integrated grounding terminal.

LED BED LIGHT: Whether on the trail before sunrise or camping overnight, our Forest Edition features integrated LED bed lighting on both the left and right sides. (Available as an accessory on all other 1000 models.)

INTERIOR LIGHT: Our 1000 Trail and Forest Editions have an interior light that illuminates the cabin's floor area. It's convenient and helps increase the visibility of the under-dash storage area in low-light conditions.

3-PERSON CONTOURED BENCH SEAT: Contoured for three passengers, the seat features a center positioned up and forward to maximize space and comfort and a tough covering designed to resist the elements and heavy use.

REAR-VIEW MIRROR: All models feature an integral rear-view mirror mounting bracket on the rollover protection structure. The mirror is standard equipment in the Trail edition and an accessory available in all other trims.

COOL CABIN: Engineered to manage cabin heat as effectively as possible, you'll ride cooler and be more comfortable in warm-weather conditions.

Technology

LCD INSTRUMENT DISPLAY: The LCD instrument display is easy to read and has big, bright graphics. It includes indicators for speed, fuel level, RPM, transmission mode, water temperature, trip information, and more.

SPECIFICATIONS

BRAKES/WHEELS/TIRES

Brakes	Front / Rear - Dual 210 mm hydraulic discs
Tires	Front - 27 x 9 - 14 Rear - 27 x 11 - 14

DIMENSIONS

Length	117.1 in.
Height	76.9 in.
Width	63 in.
Weight	Curb - 1,595 lb. (Includes all standard equipment, required fluids and full tank of fuel)
Ground Clearance	13.6 in.
Wheelbase	80.2 in.
Turning Radius	13.8 ft.

DRIVETRAIN

Transmission	Six-speed automatic Dual-Clutch Transmission (DCT)
Drive System	Driveline - Direct front and rear driveshafts

ENGINE

Engine	Unicam® SOHC; four valves per cylinder, longitudinally mounted parallel-twin four-stroke
Cooling	Liquid
Displacement	999 cc
Bore x Stroke	3.6 x 2.9 in. (92 x 75.1 mm)

Compression Ratio	10:1
Fuel System	Fuel Injection (PGM-FI); 44 mm throttle body
Fuel Capacity	7.9 gal. (including 1.7 gal. reserve)
OPERATIONAL	
Front Suspension	Independent double-wishbone Travel - 10.6 in.
Rear Suspension	Independent double-wishbone Travel - 10 in.
OTHER	
Cargo Box Capacity	1,000 lb.
Towing Capacity	2,500 lb.
Safety Features	Recommended for drivers 16 years of age and older
Warranty	One year, transferable limited

Legal Notice: Manufacturer Name, Logo and Model Information are Registered Trademarks of the Manufacturer. Specifications and other information are subject to change without notice. No representation of accuracy is made. Image is believed to be in the public domain or used with permission.

*Price, if shown, is Manufacturer's Suggested Retail Price (MSRP) and does not include government fees, taxes, dealer vehicle freight/preparation, dealer document preparation charges or any finance charges (if applicable). MSRP and/or final actual sales price will vary depending on options or accessories selected.

City of Aurora Agenda Item Cover Sheet

To: City of Aurora, Mayor and City Council
From:
Department:
Date:

AGENDA ITEM NARRATIVE

BACKGROUND

SPECIFIC ACTION REQUESTED

ATTACHMENTS

RESOLUTION NO. 2026-2079

A RESOLUTION OF THE CITY OF AURORA, MISSOURI, AUTHORIZING AND APPROVING REVISIONS OF PERSONNEL POLICIES FOR THE CITY OF AURORA

WHEREAS, the City of Aurora, Missouri (the "City"), is a third-class and political subdivision of the State of Missouri, duly created, organized, and existing under and by virtue of the constitution and laws of the State of Missouri; and

WHEREAS, the City Council desires to establish policies that protect and clarify the rights and responsibilities of the employees and encourage a positive workplace atmosphere within the organization; and

WHEREAS, it has been determined appropriate to implement an on-call stipend policy for wastewater department employees; and

WHEREAS, revisions of the City of Aurora Personnel Handbook require an affirmative vote of the Aurora City Council in accordance with Section 1.4, Amendments of Personnel Rules and Regulations of the Aurora Personnel Handbook.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA,

Section 1: The City of Aurora City Council adopts revisions as presented in the City of Aurora Personnel Handbook, Chapter 3 - Compensation, Section 3.9 Call Out and On-Call Status, adding Wastewater On-Call Stipend (See Attachment A)

Section 2: The published City of Aurora Personnel Handbook shall be updated with the adopted changes.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA THIS 27th DAY OF JANUARY 2026.

APPROVED:

Tony Kennedy, Mayor

ATTEST:

Kamy Kulow, City Clerk

CHAPTER 3 - COMPENSATION

3.0 POSITION CLASSIFICATION PLAN

City of Aurora employee compensation is based on a salary schedule comprised of pay ranges related to the requirements of the position descriptions. The City of Aurora Salary Schedule is attached as *Appendix C, Item I CITY OF AURORA EMPLOYEE POSITION CLASSIFICATION & PAY PLAN.*

The Employee Position Classification and Pay Plan Policy addresses the administration of pay, the pay schedule, and the City of Aurora Pay Ranges for Classified Positions. Position Descriptions are available for each City classified position through the Administration/Human Resources office.

Each position in the City Government shall, based on the duties, responsibilities, skills, experience, education and training required of the position, be allocated to an appropriate class which may include either a single position or two (2) or more positions.

3.1 RETIREMENT SYSTEM

EMPLOYEES COVERED

The City hereby elects to have covered by the Missouri Local Government Employees Retirement System (MOLAGERS) all its eligible employees in the following classes:

1. Present and future general employees;
2. Present and future Police Officers;
3. Present and future Firemen.

3.2 MISSOURI LOCAL GOVERNMENT EMPLOYEES RETIREMENT SYSTEM (LAGERS) EMPLOYEE AND EMPLOYER PARTICIPATION AND CONTRIBUTIONS

1. The City Council on behalf of the City of Aurora, an employer under the Missouri Local Government Employees Retirement System (LAGERS), hereby elects to adopt a change in the contributions from covered employees, changing to the requirement of no contributions for covered employees in accordance with the provisions of Sections 70.705(6) and 70.730, RSMo., as amended.
2. All eligible employees of the City shall be members of the Missouri Local Government Employees Retirement System and shall be subject to all laws and supplemental regulations governing such membership.
3. The City of Aurora participates in the L-12 (1.75%) contribution rate with LAGERS.
4. After completion of probation, full-time employees or employees who work at least fifteen hundred (1,500) hours per year are automatically placed on the Retirement System.
5. A member wishing to retire must file his/her application for retirement with LAGERS at least thirty (30) days, but no more than ninety (90) days, from the date it is to be effective.

6. All LAGERS retirements are effective the first (1st) day of the month and all retirement checks are mailed from the LAGERS office in Jefferson City on the first (1st) working day of the month for that month.
7. The City of Aurora adopted a change in the method of determining a member employee's final average salary, changing to a thirty-six (36) consecutive month period for determining a member employee's final average salary in accordance with Sections 70.600 and 70.656, RSMo., 1994, as amended by RSMo. 1998 supplement
8. MOLAGERS has provisions for full retirement at age 60 and early retirement based upon age and time of service. Eligibility requirements for retirement benefits subject to Missouri State Statutes. Please contact MOLAGERS for program eligibility requirements and specific information relating to your individual circumstances.

For more information concerning the City's retirement program, please contact the Human Resources Office; more information can also be obtained at the Missouri Local Government Employees Retirement System website at: www.molagers.org

3.3 INSURANCE COVERAGE

ELIGIBILITY REQUIREMENT FOR BENEFITS

The City will comply with the mandates of the Affordable Health Care Act when determining an employee's eligibility for insurance benefits. However, no employee will be eligible for employee benefits if they do not work a minimum of 1,500 hours annually, or the number of hours required under State law, or contractual requirements.

Following initial eligibility insurance coverage becomes effective on the first (1st) day of the month following thirty (30) days of regular employment for eligible employees or as stipulated through contractual requirements with benefit providers.

HEALTH INSURANCE

Any City employee who meets the eligibility requirements of the group's health insurance program in place at the time of the employee's hire with the City of Aurora may participate. Employee contribution rates will be reviewed on an annual basis and approved by the City Council as needed, based on the financial condition of the City and budgetary considerations. A copy of the approved employee contribution rates will be maintained in the City Manager's Office and will be available to employees at New Hire Orientation, during annual open enrollment or upon request.

Policy and plan designs are subject to change. Refer to your current insurance policy manuals or contact the Human Resources department to obtain current information.

Health coverage shall cease per the group's health insurance contractual agreement in place at the time of the employee's separation from employment.

The City cannot guarantee coverage or benefits in any way. The City specifically reserves the right to change or eliminate benefits when the City deems it necessary based on the financial condition of the City and budgetary considerations.

LIFE INSURANCE

The City of Aurora will provide a basic life insurance benefit for all full-time employees. In addition, the City will pay a portion of the premium for Basic Dependent Life/AD&D if the employee elects such coverage to be determined annually based on the financial condition of the City and budgetary considerations. (See the Human Resources Office for additional details).

SUPPLEMENTAL INSURANCE AND BENEFITS

The City may make available other insurance/benefits to employees on an optional basis. An example of these supplemental insurance/benefit offerings are: Vision, Dental, Short-Term and Long-Term Disability, Optional Life Insurance, Identity theft/credit protection and other various programs. Representatives from these vendors visit the City employees at least one time per year to offer plans and answer questions that employees may have.

These optional insurance and benefits products may be available to the employee at reduced group rates and the City reserves the option to cover a portion or all of the costs associated with these optional coverages to be determined annually based on the financial condition of the City and budgetary considerations.

Most policies are available on a pretax basis (see the Human Resources Office for additional details).

3.4 WORKERS COMPENSATION

The City provides Workers' Compensation coverage for all City employees, as required by Missouri Law, with no cost to the employee. Workers' Compensation provides for payment of medical bills, physical and vocational rehabilitation, and financial compensation while the employee is disabled, either temporarily or permanently, and is unable to work due to injuries sustained in the course of employment.

When an employee is absent from work due to a job-related injury for seven consecutive calendar days, the employee becomes eligible for workers' compensation salary benefits at the rate of 66 2/3% of base salary or the maximum allowable under state law. A worker injured on the job has a right to file a claim with the City and all claims will be settled in accordance with state law. State law and applicable City policies for management of workers' compensation issues are retained in the Human Resources Office and disseminated to each City department.

The City will pay, as temporary total disability, that part of the employee's salary not covered by weekly compensation benefits. It is the duty of the employee to report all work-related injuries or illnesses, no matter how insignificant, to their department head immediately, or within at least twenty-four (24) hours of the occurrence.

3.5 FMLA AND WORKERS COMPENSATION

When an employee is injured on the job and the injury qualifies the employee for benefits under FMLA (Family Medical Leave Act), the employee shall be placed on FML (Family Medical Leave) by notification of Human Resources staff. After notification, any qualifying time shall be counted towards the entitlement of FML (Family Medical Leave). For more information, please reference the Family Medical Leave Act (FMLA) section in this manual.

3.6 SOCIAL SECURITY

The City and employee contribute an amount in accordance with the Federal actuarially determined amounts. Participation begins immediately upon initial employment.

3.7 GROUP HEALTH INSURANCE (COBRA)

An employee separated from City Service is eligible to continue to receive any health insurance coverage so required by the Conciliatory Omnibus Budgetary Reconciliation Act (COBRA) or laws governing the Act. Continued coverage will be at the expense of the separated employee and within the requirements of the COBRA Act and laws governing the Act. At the time of employee separation, the company contracted by the City of Aurora for health insurance administration will provide notification in writing, by mail, of the separating employee's eligibility to receive continued health coverage.

3.8 HOLIDAYS

GUIDELINES

1. Regular Full-Time employees will receive eight (8) hours pay for established holidays as designated in these Personnel Rules and Regulations. For Regular Full Time Employees that are regularly scheduled for less than 40 hrs. per week, Holiday Leave shall be granted on a prorated based on the number of hours the Regular Full-Time Employee is regularly scheduled to work on a weekly basis.
2. Regular Part Time employees shall receive Holiday Leave. Holiday Leave shall be granted on a prorated based on the number of hours the Regular Part-Time Employee is regularly scheduled to work on a weekly basis. Holiday Leave will only be granted for days where the Regular Part-Time Employee is normally scheduled to work.
3. Regular Full-time or Regular Part-time employees who are required to work on a City designated holiday shall receive time and one-half (1½) overtime pay for time actually worked on a City holiday.
4. Employees on unpaid leave of absence will not receive holiday pay.
5. If a legal holiday occurs during an employee's vacation, that day will not be charged to the employee's accrued vacation time.
6. If a City holiday falls on the regularly scheduled day off of an employee, that employee will receive a day (8 hours) of holiday pay for that day.
7. If a City Holiday falls on a regularly scheduled workday for an employee, that employee will receive 8 hours of pay in lieu of time off, or the employee may choose to accrue 8 hours of Compensatory Time at the discretion of the City Manager.

8. City employees regularly scheduled to work a holiday who, instead use other leave on the holiday, will not receive holiday pay. Under no circumstances will the employee be paid both holiday pay and leave pay.
9. When any City holiday falls on a Saturday or Sunday, the preceding Friday or following Monday shall be declared a holiday. In certain instances, the City Manager may direct a holiday to be observed on alternative days in order to accommodate a more practical and beneficial schedule for employees.
10. When an employee is scheduled to work both the actual holiday and the day observed by the City in lieu of the holiday, only one (1) day will be considered the holiday for which holiday pay will be paid.
11. In no case will pay for a holiday exceed eight (8) hours.
12. Salaried employees are allowed time off on a holiday.
13. To be eligible to receive pay for an observed holiday an employee must not have been absent without pre-approved authorized leave either on the workday before or after the holiday.

APPROVED HOLIDAYS

The following days shall be holidays for all City employees:

1. New Year's Day, January 1st
2. Martin Luther King Jr. Day, third (3rd) Monday in January
3. Washington's Birthday, third (3rd) Monday in February
4. Memorial Day, last Monday in May
5. Juneteenth, June 19th
6. Independence Day, July 4th
7. Labor Day, first (1st) Monday in September
8. Veterans Day, November 11th
9. Thanksgiving Day, fourth (4th) Thursday in November
10. Day following Thanksgiving Day
11. Christmas Eve, December 24th
12. Christmas Day, December 25th

From time to time, on special occasions, the City Council may designate other days as special holidays. In those instances, employees will be paid in the same manner as any other holiday as established in these policies

Recreation Center Approved Holidays and Hours

Recreation Center	Holiday Hours
New Years Day	CLOSED
Martin Luther King Jr. Day	Normal Hours
President's Day	Normal Hours
Memorial Day	Limited Hours
Juneteenth Day	Normal Hours
Independence Day	Limited Hours
Labor Day	Limited Hours
Veterans Day	Normal Hours
Thanksgiving Day	CLOSED
Day after Thanksgiving	Normal Hours
Christmas Eve	Limited Hours
Christmas Day	CLOSED
New Year's Eve (Non-Holiday)	Limited Hours

3.9 CALL OUT AND ON-CALL STATUS**WASTEWATER ON-CALL STIPEND**

A stipend of \$150 per week will be paid to the designated on-call wastewater employee. The stipend is paid to the employee assigned to on-call duty for that specific week.

On-Call Expectations

Employees assigned to on-call status are required to maintain a **maximum two (2) hour response time** after regular work hours. This includes, but is not limited to:

- Emergency utility locates
- Sewer System callouts
- Wastewater treatment plant callouts

Due to the required response time, on-call employees are considered engaged to wait and must remain available 24/7 during their assigned on-call week, outside of normal working hours.

Call-Out Pay

If an on-call employee is called in to work, all actual hours worked will be compensated for the applicable overtime rate, in addition to the weekly on-call stipend. This stipend is not a replacement for overtime pay; it is an incentive for being on-call and helps offset the impact of being scheduled approximately every three weeks.

Timekeeping and Tracking

- The on-call stipend will be reflected in the employee's timesheet records.
- Employees are required to note on-call weeks and any callouts in their timesheet notes.

Eligibility

- The weekly on-call stipend applies only to eligible on-call employees.
- Salaried employees are exempt from on-call stipend pay.

WORKING WHILE ON-CALL

Typically, "Working While On-Call" would not be required beyond an employee's normal shift. In certain limited emergency occasions, however, "Working On-Call" might be utilized with the approval of the City Manager. Such time is compensable in accordance with the Fair Labor Standard.

NOT WORKING WHILE ON-CALL

- Employees are not required to remain on the City's premises but are required to leave word at their home or with their supervisors where they may be reached.
- Employees are not required to remain on the City's premises or so close thereto that they cannot use the time effectively for their own purposes. Employees must, however, be able to report to work within a reasonable period of time.
- Employees must be in a fit condition to report to work.
- Employees may pursue personal activities while on "Not Working" On-Call.
- Supervisors should not call back an employee so frequently as to make effective personal use of on-call time impractical, or where the On-Call system is so distracting or cumbersome as to seriously inhibit personal activities.
- Supervisors should implement a priority call-in roster that creates a share of calls an employee is required to answer.

An employee who is called back after normal duty hours for overtime work shall be paid for such overtime in accordance with the provisions set out above except that the employee shall receive a minimum payment of two (2) hours.

Employees called back during a holiday shall be paid a minimum payment of three (3) hours at one and one-half (1 ½) times the employee's regular hourly pay rate.

Fire Protection Employees shall receive one hour minimum.

Call back time does not include an employee being called to begin regular shift work an hour early.

3.10 OVERTIME WORK

The Department Head may prescribe and schedule periods of overtime work when necessary to meet operating needs. All overtime work must be pre-authorized by the Department Head or Immediate Supervisor. Overtime pay is intended and authorized for emergency situations only where public service

must be performed in the best interests of the City. The granting of overtime pay shall never be used to affect pay adjustments nor in payment for work that can be scheduled in a routine manner.

Overtime is considered a condition of employment, and refusal to accept it when reasonable notice has been given is cause for disciplinary action, up to and including termination.

At the supervisor's discretion, an employee's work schedule may be adjusted during a workweek to avoid overtime (Flex Time).

NON-EXEMPT EMPLOYEES

Non-exempt employees who are required to work more than forty (40) hours in a given work week shall be compensated at the rate of one and one-half (1 ½) time their regular salary rate for all hours worked beyond forty (40) hours. Law Enforcement and Fire Protection Personnel are subject to provisions in accordance with the FLSA 7(k) exemption and is discussed below.

GENERAL GUIDELINES REGARDING OVERTIME

1. All time in excess of 40 hours shall be paid overtime and no compensatory time shall be granted.
2. The base workweek for computing overtime compensation will be the actual hours worked, as well as hours of vacation, holiday pay and funeral leave. Sick leave is not included as hours worked in the calculation of overtime except for scheduled overtime in the Fire Department.
3. For overtime pay purposes, partial hours worked shall be rounded off to the nearest quarter hour.
4. Employees who are exempt under the Fair Labor Standard Act do not receive overtime compensation.
5. Working overtime without prior approval by the department head or City Manager may result in disciplinary action.

COMMISSIONED LAW ENFORCEMENT AND FIRE PROTECTION PERSONNEL

In accordance with the FLSA 7(k) exemption:

1. Commissioned Law Enforcement shall be compensated at the rate of one and one-half (1-½) time their regular salary rate for all hours worked beyond eighty-six (86) over a fourteen (14) day period.
2. Fire Protection Personnel shall be compensated at the rate of one and one-half (1 ½) time their regular salary rate for all hours worked beyond one hundred and six (106) hours over a fourteen (14) day period. Additionally, this does not include imbedded calculated overtime that is included in annual salary for fire Protection personnel.
3. Sick leave is not included as "hours" worked in the calculation of overtime except for Scheduled Overtime in the Fire Department.

3.11 PAY COMPUTATION

Hourly rates of pay for City personnel paid on a monthly salary (Exempt Employees) shall be computed by multiplying the monthly rate of pay by twelve (12) and dividing by two thousand eighty (2,080) (52 weeks x 40 hours). Net pay shall be computed by subtracting applicable deductions.

3.12 SHIFT DIFFERENTIAL

Shift Differential is used by the City of Aurora as an employee recruitment and retention tool provided for Law Enforcement Personnel within the Aurora Police Department. Shift Differential is based on market conditions, budget constraints and staffing needs. The City Manager and Human Resources Office shall make recommendations to the Aurora City Council for final determination of policy regarding shift differential rates, applicability, and necessity. Changes to Shift Differential shall be made in accordance with Section 1.4 of this manual.

General Policies:

1. Eligible Staff – Certified Law Enforcement Staff within the Aurora Police Department.
2. Hours – Shift Differential Eligible Hours are hours actually worked by Certified Law Enforcement Staff between 6:00 PM and 6:00 AM, Monday through Sunday.
3. Calculation of employee timesheets for Vacation, Comp Time, Sick Leave, Funeral Leave, Overtime and Holiday pay shall not include Shift Differential.
4. Shift Differential Rate – The Aurora City Council will periodically confer with the City Manager and the Human Resources Director regarding the Shift Differential Pay and adjust the Shift Differential as deemed appropriate.

3.13 PAY PERIODS, WORKWEEK & BI-WEEKLY PAYDAYS

1. City employees shall be paid on a Bi-Weekly basis, every other Friday.
2. The workweek for the City for each pay period begins on Monday morning at 12:00 a.m. and ends at midnight on the following Sunday.
3. Pay for the pay period will normally be issued the following Friday by Direct Deposit.
4. The workweek for Fire Department Employees shall begin at 8:00 a.m. on Monday and ends at 8:00 a.m. the following Monday.

3.14 DIRECT DEPOSIT

The City utilizes Direct Deposit for issuing payroll for full-time, part-time, temporary and seasonal employees. City employees are expected to make proper arrangements for the timely deposit of their pay into the financial institution (Bank, Credit Union, etc.) of their choosing.

Employees must provide Direct Deposit information for your financial institution to the Human Resources office in a timely manner upon initial employment, and anytime the employee makes a change

in their financial institution that may affect their Direct Deposit. Changes to Direct Deposit may take up to two weeks to become effective.

The City is not responsible for incorrect information that is provided to the Human Resources office regarding Direct Deposit and is not responsible for banking policies or changes in those policies regarding Direct Deposit that are beyond the control of the City of Aurora.

In rare instances, the City will issue individual payroll checks, but only with the approval of the City Manager.

3.15 WAGES IN ADVANCE

It is the policy of the City that no advance in future wages including accrued annual leave shall be made except in cases of resignation or dismissal.

3.16 PAY RECORDS

The City Clerk shall be required to keep adequate records of all persons employed, their pay scale, timesheets recording time worked, accrued vacation and sick leave, all absences for vacation and sick leave, accrued overtime and all absences for other reasons.

3.17 WORKING OUT-OF-CLASSIFICATION

When an employee is temporarily assigned to work out of their normal pay classification in a higher pay classification for a period of 30 calendar days or more, they shall be paid up to an additional five percent (5%) above their regular rate of pay.

Non-exempt employees working out-of-classification in a higher pay classification are eligible for overtime pay for actual hours worked in addition to pay received when working out of classification. The overtime rate will be based on the out-of-classification pay rate.

3.18 FLEX TIME

Department Heads are asked to use Flex Time whenever possible in order to minimize overtime. Flex time is a way to adjust an employee's hours throughout the workweek to prevent the employee from exceeding forty hours in a single workweek. Department Heads may limit or use flex time in a way that is most beneficial to the workplace needs. Employee work time cannot be flexed over more than one workweek (even if it is in the same two-week pay period), or it goes into overtime status.

Flex time may be used retroactively (when an employee has worked extra hours already) in order to avoid overtime hours or can be used proactively (when an employee is scheduled to work extra hours later in the week) in order to avoid overtime hours.

3.19 COMPENSATORY TIME

Compensatory time may be accrued by any non-exempt employee. The following rules govern the accrual, disposition, and required record keeping of compensatory time.

All employees who are designated as wage-hour non-exempt under the Federal Fair Labor Standards Act (FLSA) must record all hours worked and must receive extra compensation for hours worked in excess of their regular schedule.

It is City policy to give time off in lieu of monetary compensation except as required below.

Hours worked in excess of the employee's regular schedule fall into two categories: extra hours at straight time (gap hours) and extra hours at time and a half (overtime hours).

GAP HOURS

1. In general, gap hours are extra hours worked outside of the regular work schedule that do not result in the employee working more than 40 hours in the workweek. For law enforcement employees, gap hours are those specified in sections of this policy that specifically address public safety employees, i.e., Law Enforcement and Fire Protection Employees. Employees who work gap hours receive gap hours compensatory time.
2. Gap hours compensatory time may be accrued for a maximum 160 hours (straight time). At any point that gap hours compensatory time exceeds 160 hours, the excess must be paid in the next payroll cycle. Also, any gap hours compensatory time that is not taken by December 1st of each year, must be paid in the next payroll cycle.

OVERTIME HOURS

1. Overtime hours are hours worked by FLSA non-exempt employees in excess of 40 in the designated workweek, which must be compensated at time and one half. Non-exempt employees may not work overtime without receipt of prior approval from their supervisor. Departments are responsible for managing work time so that non-exempt employees so that unscheduled overtime work is minimized.
2. Overtime compensatory time may be accrued for a maximum of 160 hours (108 hours straight time). At any point that overtime compensatory time exceeds 160 hours, the excess must be paid in the next available payroll. Also, any overtime compensatory time that is not taken by December 1st of each year, must be paid in the next payroll cycle.
3. The hourly rate of pay is obtained by dividing the annual salary by 2080 hours (52x40), prorated if less than full time. The hourly rate used in computing overtime must include all remuneration for employment paid to, or on behalf of, the employee, except payments specifically excluded by the FLSA.

MAXIMUM ACCRUAL AMOUNTS

1. The maximum amount of compensatory time that may be accumulated by wage-hour non-exempt employees is 160 hours.
2. The maximum accrual of compensatory time includes Gap Hours and Overtime Hours in any combination thereof.

EXCEPTIONAL AMOUNT OF COMPENSATORY TIME ACCRUED

1. Any scheduled work that results in overtime or compensatory time accrual should only be authorized as necessary to meet operational needs.

2. If at any time an employee has built up an exceptional amount of comp time, a department may elect to pay all or part of the comp time rather than award time off based on business need and the availability of funds (not employee preference). Additionally, departments may manage comp time by requiring the employee to take accumulated compensatory time off.

SEPARATION OR DEPARTMENT TRANSFER

All unused comp time for wage-hour non-exempt employees must be paid when the employee separates from the City. It must also be paid by the department where the comp time was earned if the employee transfers to another department within the City (unless the receiving department agrees to accept the comp time.)

LAW ENFORCEMENT AND FIRE PROTECTION PROVISIONS

Because of the varied nature of public safety activities, Wage and Hour Law permits a 14-day work period, as opposed to the standard one-week period. The City has elected the 14-day work period pursuant to section 207(k) of the FLSA and 29 CFR Part 553.

The following provisions apply:

1. The “work period” for Law Enforcement and Fire Protection employees will consist of 14 consecutive days.
2. The Law Enforcement employees shall receive compensation at a rate of one and one-half times the regular hourly rate at which employed for hours worked in excess of 86 during a work period.
3. Fire Protection employees shall receive compensation at a rate of one-half times the regular hourly rate at which employed for hours worked in excess of 106 during a work period.
4. Nonexempt employees in Law Enforcement positions who work more than 86 hours in a work period may be given compensatory time off in lieu of cash payment for these overtime hours worked.
5. Nonexempt employees in Fire Protection positions who work more than 106 hours in a work period may be given compensatory time off in lieu of cash payment for these overtime hours worked.
6. Any overtime compensatory time that is not taken by December 1st of each year, must be paid in the next payroll cycle.
7. Law Enforcement and Fire Protection employees cannot accumulate more than 240 hours of compensatory time. Any compensatory time earned in excess of 240 hours must be paid in cash as earned.
8. For non-exempt law enforcement employees, gap hours are those hours between 80 and 86 hours worked before overtime compensation begins. Such employees may accrue gap hours

compensatory time for hours worked between 80 and 86 in accordance with previous sections of this policy.

3.20 BOOT/HOLSTER/FLASHLIGHT REIMBURSEMENT

Footwear is very important when handling heavy equipment, tools, and materials. Employees should wear adequate footwear, such as composite toed boots or shoes, steel toed boots or shoes as job requirements dictate. Footwear will be outlined by Department policy.

Public Works:

The City will reimburse to each full-time employee of the Public Works, Parks and the Wastewater Department up to \$150 annually for work boots designed to protect the foot; this would include safety boots designed to protect the instep and toes, or other appropriate boots. Receipts shall be turned into the Treasurer for reimbursement.

Public Safety:

The City will reimburse to each full-time employee of the Police, Animal Control and Fire Department up to \$150 every two years for appropriate duty boots. The holster/flashlight reimbursement will only be accessible every three (3) years for commissioned officers up to \$150. Receipts shall be turned into the Treasurer for reimbursement.

Community Development:

The City will reimburse each full-time Building Official and Building Inspector up to \$150 every 2 years for appropriate duty boots. Receipts shall be turned in to the Treasurer for reimbursement.

3.21 PHONE ALLOWANCE

The City of Aurora recognizes the need for certain city personnel to own and/or use cell phones to complete and enhance their job performance. This policy establishes the procedures for cell phone authorization, allowance, and usage for certain personnel.

Criteria used in determining appropriate personnel to receive cell phone benefits include:

1. The employee is a key staff member needed in the event of an emergency.
2. Where the job function requires continuous accessibility beyond scheduled or normal working hours (i.e., on-call responsibilities for critical City services.)
3. The nature of the employee's work is critical to the operation of the department and immediate response is required.
4. The anticipated level of business use is significant.
5. Where the job function requires access to e-mail outside of the office or beyond normal scheduled working hours, and it is essential for the City that the employee has the ability to receive and send email during those times.
6. The related cost is justified when compared with alternative communication choices.

Employee Phone Stipend

This policy provides for the periodic and incidental use of employee-owned phones for City business where the City compensates the employee for such use.

Employees whose job duties include the frequent need and use for a cell phone may receive a stipend, in the form of a monthly cell phone allowance to cover City-related usage on their personal cell phone.

Allowance Amount

(Level 1) – The standard monthly cell phone allowance amount shall be \$35.

(Level 2) – Based upon the recommendation of a department head and with approval of the City Manager, a monthly allowance of \$60 may be provided to any employee whose necessary city business use of a cell phone justifies the need for a greater number of plan minutes or additional data. No further reimbursement for cell phone costs is available to employees who receive an allowance. Typically, this level will be Department Heads, Public Safety Administrative Staff, and the City Manager.

Allowance Payment

The approved cell phone allowance will be paid monthly as part of the employee’s paycheck and will be subject to all applicable payroll taxes. This allowance does not constitute an increase to base pay, and will not be included in the calculation of percentage increases to base pay due to salary increases, promotions, etc.

City Issued Cell Phones

The City maintains a very limited number of cell phones assigned to specific departments or employees as specified below. It is the policy of the City to issue a cell phone to employees only when there is a reasonable or substantial need for the employee to have a cell phone issued to them in order to facilitate communication with that employee. These phones are to be used only for City business and personal use of these phones is strictly prohibited.

Fire Department..... Fire Chief

Police Department..... Police Chief

Police Department..... Animal Control Officer

Wastewater Department..... Wastewater Dept. On Call Personnel

Phone Allowance Agreement

No phone allowance will be processed for payment until the employee that will be receiving the monthly phone allowance submits the required City of Aurora Phone Allowance Agreement for approval by the Human Resources Director, and the City Manager.

Missouri Sunshine Law

Employees receiving a monthly phone allowance are hereby notified that data and information associated with the usage of their personal phone for City business may be subject to the Missouri Sunshine Law. Such data and information disclosures may include, but not be limited to, billing statements, usage history, call history, call logs, call duration reports, and data usage reports. In those instances, Employees will strictly adhere to the guidelines set forth by the Missouri Sunshine Law and City of Aurora Policy.

3.22 EMPLOYEE ASSISTANCE PROGRAM

ADMINISTRATION

The Employee Assistance Program will be administered by a person as designated by the City Manager. The City Manager and the EAP administrator shall develop necessary procedures to maintain confidentiality of records and to ensure that the functions of the Employee Assistance Program are properly carried out.

FUNCTIONS

The Employee Assistance Program will function primarily as an intake and referral service for those employees who have either voluntarily sought help for substance abuse problems or who have been directed by the appointing authority to seek assistance through the program. Under the supervision of the City Manager, the administrator of the EAP will compile and maintain all information and records necessary to the task of referring employees to substance abuse treatment services, programs, and institutions in the community. The administrator will monitor the progress of employees seeking treatment through the EAP to the extent necessary to document and verify proper administration of employee health care or other applicable benefit plans, including use of leave time.

EMPLOYEE LEAVE WHILE SEEKING AND RECEIVING TREATMENT THROUGH THE EAP

Employees who are receiving treatment for substance abuse problems through the EAP are entitled to use all forms of accumulated leave time available to them, including sick leave, vacation time, and compensatory time. Should an employee who is receiving treatment through the EAP prefer to take a leave of absence without pay rather than utilize accumulated leave time; or should an employee exhaust all available leave time prior to receiving medical clearance to return to his/her work duties, the employee may request a leave of absence without pay, in accordance with the Personnel Rules and Regulations. Such a request will be considered in light of all the circumstances of the case, including but not limited to the manpower needs of the affected City department, the medical needs of the employee, and the degree of good faith effort displayed by the employee in dealing with his/her substance abuse problem. Nothing herein shall be construed to require that a leave of absence without pay must be granted in such case.

EAP RECORDS TO BE HELD IN CONFIDENCE

All information regarding voluntary and mandatory referrals to the Employee Assistance Program shall be confidential. Records of the EAP shall not be placed in an employee's general personnel file but shall be kept in a separate confidential folder that will be securely kept by the administrator of the EAP under the supervision of the City Manager. The administrator is authorized to release the contents of the confidential folder only on a strict need-to-know basis to management-level members of the staff of the City Manager; to the City Attorney; to the Department Head of the employee's department; to the City Council upon request of the Council; and to the employee upon request.

Disclosure without employee consent is also authorized if:

1. Production of the information is compelled by law, or by judicial or administrative process;
2. The information has been placed at issue in a formal dispute between the City and the employee;

3. The information is to be used in administering an employee benefit plan;
4. The information is needed by medical personnel for the diagnosis or treatment of the employee, and he/she is unable to authorize disclosure.