


<p>OTTAWA CITY COMMISSION Wednesday, January 15, 2025 - 10:00 am</p>		<p>REGULAR MEETING AGENDA Ottawa City Hall - 101 S. Hickory</p>
<p>In accordance with Kansas Open Meetings Act (KOMA), the meeting can be viewed live on Channel 23 and via Facebook Live or listened to by dialing: 1-312-626-6799 and entering meeting ID 958 8516 8215#. To view on YouTube: https://www.youtube.com/@ottawaksgov</p> <p>If you need this information in another format or require a reasonable accommodation to attend this meeting, contact the City's ADA Coordinator at 785-229-3621. Please provide advance notice of at least two (2) working days. TTY users please call 711.</p>	<p>Citizens may in person, via Zoom or submit comments (300 words or less) for the City Commission to be read during public comment or during discussion on an agenda item.</p> <p>To submit your comment or request the meeting Zoom link to give a public comment, email publiccomments@ottawaks.gov no later than 8:00 am on January 15, 2025; all emails must include your name and address. Participants who generate unwanted or distracting noises may be muted by the meeting host. If this happens, unmute yourself when you wish to speak.</p>	

I. CALL TO ORDER

II. ROLL CALL ___ Allen ___ Clayton ___ Caylor ___ Crowley ___ Skidmore

III. WELCOME

IV. PLEDGE OF ALLEGIANCE

V. INVOCATION - Pastor Timothy Roth, Faith Lutheran Church

VI. PUBLIC COMMENTS

Subject to the above restrictions, persons who wish to address the City Commission regarding items on the agenda may do so as that agenda item is called. Persons who wish to address the City Commission regarding items not on the agenda and that are under the jurisdiction of the City Commission may do so at this time when called upon by the Mayor. Comments on personnel matters and matters pending in court or with other outside tribunals are not permitted. Speakers are limited to three minutes. Any presentation is for information purposes only. The Governing Body will take comments under advisement.

VII. APPOINTMENTS, PROCLAMATIONS, RECOGNITIONS, NOMINATIONS, AND PUBLIC HEARINGS

- A. Proclamation Recognizing Religious Freedom Day (P. 3)**
- B. Proclamation Recognizing Dr. Martin Luther King Jr Day on January 20, 2025 (P. 4)**
- C. Recognition of Levi Harn and DJ Welsh for Completion of Certified Public Manager Certification (Pp. 5-6)**
- D. Recognition of Brian Demoret and Josh Hinderliter for Completion of Emerging Leaders Academy (Pp. 7-9)**

VIII. CONSENT AGENDA

- A. Minutes From January 8, 2025 Meeting (Pp. 10-12)**
- B. Agenda Approval**

Motion: _____ Second: _____ Vote: _____

IX. DECLARATION

At this time, I'd like to give the Commissioners a chance to declare any conflict or communication they've had that might influence their ability to consider today's issues impartially.

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

- A. Commission Board/Commission Assignments for 2025 - City Manager Silcott (Pp. 13-14)**

Motion: _____ Second: _____ Vote: _____

B. Consider a Service Agreement with Benesch & Co. for Project Administration of the KOWI Airport Taxiway Reconstruction Project - City Manager Silcott (Pp. 15-70)

Comment: This agenda item seeks approval of a professional consulting services agreement with Alfred Benesch & Company. The agreement authorizes the City Manager to execute the contract, encompassing tasks related to bidding, construction administration, and project closeout. These services will ensure compliance with FAA standards and support critical infrastructure improvements for the Airport Parallel Taxiway Reconstruction project, a key component of the 2025 Adopted Capital Improvement Program.

Motion: _____

Second: _____

Vote: _____

XII. COMMENTS BY CITY MANAGER

XIII. COMMENTS BY GOVERNING BODY

XIV. ANNOUNCEMENTS

- A. January 16, 2025 Chamber Annual Awards and Banquet - 5:15 pm, Ottawa University Schendel Conference Center
- B. January 22, 2025 City Commission Meeting - 4:00 pm, City Hall (CANCELED)
- C. January 22, 2025 League of Kansas Municipalities Local Government Day-2:30 pm, The Beacon, Topeka
- C. January 29, 2025 City Commission Meeting - 4:00 pm, City Hall

XV. ADJOURN



PROCLAMATION



WHEREAS, January 16, 2025, is recognized as National Religious Freedom Day, a day to celebrate and reaffirm the fundamental right of religious freedom for all citizens; and

WHEREAS, religion has its greatest impact not at the national level but at the local level, where people of faith live by their convictions and serve and bless others on a one-on-one basis, fostering a sense of community and mutual support; and

WHEREAS, religion benefits our community by providing a moral compass, fostering love, and offering strength during loss; for decades, religious institutions and people of faith have played a crucial role in our city through charitable activities, aiding the needy, comforting those in loss, and encouraging us to high standards of integrity; and

WHEREAS, the United States Constitution and the Kansas Constitution affirm the right of all citizens to freely exercise their religious faith or nonreligious beliefs in the public square without being deprived of other rights or privileges; and

WHEREAS, we all benefit from a pluralistic society where residents of all beliefs work together for the common good while holding divergent viewpoints, and where all citizens are free to exercise such influence as their ideas and values may engender; and

WHEREAS, Ottawa welcomes and protects people of diverse backgrounds by allowing them to freely live according to their deeply held convictions as protected by law; and

WHEREAS, Ottawa encourages all residents to strive to understand the experiences and concerns of others while supporting the essential role religion plays in protecting human dignity, strengthening society, and fostering a culture of tolerance and peace.

NOW, THEREFORE, the governing body of the City of Ottawa, Kansas, does hereby proclaim January 16, 2025 as:

RELIGIOUS FREEDOM DAY

SIGNED this 15th day of January 2025.

Emily Allen, Mayor



PROCLAMATION



WHEREAS, on October 19, 1983, the U.S. Congress passed legislation making the third Monday of every January (beginning with 1986) the day America would honor Dr. Martin Luther King, Jr. with a National Holiday, and;

WHEREAS, on January 16, 2002 the Ottawa City Commission made the King Holiday an official City holiday, and;

WHEREAS, this is the first National Holiday to honor an individual black American, and;

WHEREAS, the King Holiday affords all of us an opportunity to reflect upon the past while seeking hope, determination, and an opportunity to act upon the promise of the future, and;

NOW, THEREFORE, the Governing Body of the City of Ottawa, Kansas, does hereby recognize Monday, January 20, 2025 as:

DR. MARTIN LUTHER KING, JR. DAY

And reminds all citizens to remember that the legacy of Dr. King lives in each of us, and we are responsible to promote, teach and live the American Dream.

SIGNED this 15th day of January 2025.

Emily Allen, Mayor

**City of Ottawa
City Commission Meeting
January 15, 2025**

TO: City Commission
SUBJECT: Recognition of Levi Harn and Dj Welsh for Completion of Certified Public Manager (CPM) Certification
INITIATED BY: Director of Utilities
AGENDA: New Business

Recommendation: It is recommended that the City Commission formally recognize Levi Harn and Dj Welsh for their recent completion of the Certified Public Manager (CPM) Certification program.

Background: Levi Harn, Utilities Superintendent - Water Reclamation, and Dj Welsh, Public Works Operations Manager, have both successfully completed the Certified Public Manager (CPM) Certification program through the University of Kansas' Public Management Center. This prestigious program is designed to enhance management and leadership skills within public service and covers a wide range of topics, from effective communication to strategic planning and performance management.

Analysis: The completion of the CPM program is a significant achievement for both employees and demonstrates their commitment to professional growth and leadership development.

- **Levi Harn's Thoughts on the Program:**

Levi shared that two sessions particularly resonated with him:

- **CliftonStrengths for Managers:** This session helped him identify his natural leadership strengths, improving how he approaches team management.
- **Coaching Skills:** The focus on building stronger team relationships and fostering growth has transformed how he engages with and motivates his team.

These sessions have provided Levi with practical tools to be more connected with his team and approach leadership with greater confidence and insight.

- **Dj Welsh's Thoughts on the Program:**

Dj reflected on how his personal values align with the values of the City of Ottawa, particularly around transparency, stewardship, and openness to change. He emphasized the importance of ethical behavior, providing quality service, and making decisions that benefit the community.

- **Communication Challenges and Solutions:** Dj observed that communication within the organization could be improved, especially across departments, and suggested that structured meetings and forums for cross-departmental information-sharing could enhance transparency.
- **Leadership and Inclusion:** Dj gained a deeper understanding of adaptive leadership and the role of effective communication in fostering an inclusive workplace. He is now focused on promoting a culture of openness and collaboration to empower employees and improve morale.

Dj is committed to addressing communication challenges and promoting an inclusive, transparent environment within the City of Ottawa. He plans to implement initiatives such as internal newsletters and regular all-staff updates to enhance organizational cohesion.

Financial Impact: The training for both Dj Welsh and Levi Harn was funded from their respective operational budgets. Specifically, Dj Welsh’s training expenses amounted to \$3,900 from account 0146-505, while Levi Harn’s expenses totaled \$4,100 from account 3601-505.10. Both of these expenditures were planned and have been covered under the 2023 budget.

Legal Considerations: None identified.

Recommendation/Action: Recognize Levi Harn and Dj Welsh for their completion of the 2024 Certified Public Manager (CPM) program.

Attachments: None



Levi Harn, Utility Superintendent – Water Reclamation



Dj Welsh, Interim Public Works Director

Agenda Item: VII.D

**City of Ottawa
City Commission Meeting
January 15, 2025**

TO: City Commission
SUBJECT: Recognition of Brian Demoret and Josh Hinderliter for Completion of the Emerging Leaders Academy through the University of Kansas Public Management Center
INITIATED BY: City Manager
AGENDA: Appointments, Proclamations, Recognitions, Nominations, & Public Hearings

Recommendation: Recognize Brian Demoret (Electric Production) and Josh Hinderliter (Streets) for the successful completion of the University of Kansas Public management Center's Emerging Leaders Academy (ELA).

Background: The Emerging Leaders Academy (ELA) is a professional development program designed for public sector employees, particularly those in non-managerial roles, to prepare them for leadership positions within their departments and organizations. This program will be a vital tool in the City of Ottawa's Individual Development Program (IDP) as we begin laying a solid foundation in leadership development for our next generation of leaders. ELA is a critical part of our organization's succession planning program and will help us promote from within.

Participants in the ELA engage in a comprehensive curriculum that includes the study of leadership qualities, coaching sessions with mentors, and developing personal leadership philosophies. The program emphasizes practical, hands-on activities that provide immediate and long-term benefits to participants and our organization. Past graduates of the ELA are known to return to their workplaces with new ideas, a renewed sense of commitment, and enhanced skills, which are evident to their supervisors and colleagues.

The ELA curriculum covers a broad range of topics essential for effective leadership in the public sector, including: Neuroscience of Leadership; Values, Politics, & Administration; Strengths-Based Leadership; Listening and Acknowledgement; Foundations in Inclusion & Equality; Navigating & Leading through Change; Communicating & Managing Up; Introduction to Public Budgeting; Adaptive Challenges; Reaching Out for Mentoring.

Participants develop a portfolio of skills and competencies, shadow a mentor, create an individual development plan, and introduce the coaching model with a speed coaching session.

The ELA program is structured around a series of nine full-day sessions, held approximately every other week. Cohorts are formed in the Spring (February - June) and Fall (August - December), providing flexibility for participants to choose a schedule that suits them. For online

classes, sessions are designed to mitigate Zoom fatigue by breaking up the day into manageable segments.

By investing in the ELA, we can cultivate a more prepared and engaged workforce ready to meet future challenges. The program's benefits are seen in the professional growth of the participants and in the overall enhancement of their respective organizations' capabilities and leadership pipelines. The ELA is a strategic investment yielding significant returns for our future leaders participating in the program, the organizational team, and most importantly, the citizens we serve through a constant improvement process that maximizes their tax dollars and usage fees.

Analysis:



Brian Demoret started his career with the City of Ottawa in 2005 as an Operator 1 at the Power Plant. He advanced to Operator 2 before transitioning out of operations and into maintenance. Brian has served three terms on the Safety Committee during his time with the city.

His duties include the development of teaching and training procedures for new operators and help with skill retention for current operators, maintenance of our generation units and substations, along with maintaining the other equipment needed to provide electricity for the citizens of our community.

Brian has numerous certifications from the training courses needed to continually grow with our industry. His multiple personnel and leadership classes show his desire to grow in his ability to lead and his commitment to the service of the citizens of Ottawa. This is most recently highlighted by his completion of the KU Public Management Center's Emerging Leaders Academy program in December 2024.

CONTINUED



Josh Hinderliter has been with the City of Ottawa since 2014, starting as an Equipment Operator in the Streets Department and transitioning to his most recent promotion of Assistant Superintendent. Over the years, he's shown an incredible commitment to learning and growing in his role.

He's completed the Kansas LTAP Road Scholar 1 & 2 programs, earned his arborist certification through the Kansas Arborist Association, and holds a CDL.

On top of building his technical skills, Josh has worked hard to develop his leadership abilities. Early in his career, he attended a leadership class with John Divine, and just recently, he graduated from the **Emerging Leaders Academy** through the KU Public Management Center.

Josh's dedication and hard work have made a real difference in our team and the services we provide to the community. We are proud to have him as a key member of our team.

Financial Considerations: The cost of investment is \$1,550 per person, covering tuition, materials, and graduation ceremony & reception.

Legal Considerations: Approve as to Form.

Recommendation/Action: Recognize Brian Demoret (Electric Production) and Josh Hinderliter (Streets) for the successful completion of the University of Kansas Public management Center's Emerging Leaders Academy (ELA).

Attachments: None

**Regular Meeting Minutes
City Hall
Minutes of January 8, 2025**

The Governing Body met at 4:00 pm on this date for the Regular City Commission Meeting with the following members present and participating to wit: Mayor Allen, Mayor Pro Tem Clayton, Commissioner Caylor, Commissioner Crowley and Commissioner Skidmore. Mayor Allen called the meeting to order.

Mayor Allen welcomed the audience and led the Pledge of Allegiance to the American flag. Commissioner Skidmore gave the invocation.

Public Comments

None were received.

Appointments, Proclamations, Recognitions, Nominations and Public Hearings

Consent Agenda

Commissioner Crowley moved to approve the consent agenda, seconded by Mayor Pro Tem Clayton. The agenda included the minutes from the December 18, 2024 Regular Meeting and an amended version of the Regular Meeting agenda, which included an Executive Session. The motion was put to a vote, and all present voted in favor. The Mayor declared the consent agenda duly approved.

Declaration

No declarations were made.

Unfinished Business

New Business

Report on Vacant Residential Land in the City of Ottawa

Director Neece presented a report on vacant residential land in the City of Ottawa as information for the Commission and the public. The report identifies 51 acres across 67 parcels zoned R1, 9.6 acres across 43 parcels zoned R2, and 10.38 acres across 3 parcels zoned R3 within the City that are classified as vacant and appear developable.

The report emphasizes the benefits of infill development, such as utilizing existing infrastructure to reduce costs, promoting walkability, and enhancing the quality of housing stock in established neighborhoods. While some parcels may be unavailable due to side yard usage or misclassification, the findings highlight significant opportunities for residential growth.

Request to Authorize the Purchase of an Altec DH-50 Digger Derrick Pole Setting Truck for the Electric Utility's Electric Distribution Division

Assistant Utilities Director Oleson presented a request for approval to purchase an Altec DH-50 Digger Derrick truck for the Electric Utility's Electric Distribution Division. This specialized vehicle is essential for performing critical tasks, such as setting poles and installing transformers, necessary for maintaining the City's electrical grid. The proposed truck, designed for heavy-duty utility operations, is compatible with the City's existing fleet and complies with industry safety and operational standards. The purchase price of the truck is \$359,098, with an estimated lead time of 40-

45 months due to current market conditions. Funding for the purchase is included in the approved 2025 budget and multi-year asset management plan.

Commissioner Crowley made a motion, seconded by Mayor Pro Tem Clayton, to authorize staff to proceed with the purchase of the Altec DH-50 Digger Derrick truck. The motion was considered, and upon being put, all present voted aye. The Mayor declared the action duly approved.

2025 Cereal Malt Beverage Application for the Ottawa Golf Course

City Clerk Reed presented the 2025 Cereal Malt Beverage (CMB) license application for the Ottawa Golf Course, located at 1001 E. Logan Street, for consideration. The application seeks approval for an on-premises license permitting the sale of CMB for use or consumption on the licensed premises. The application has been thoroughly reviewed and approved by the Police Department and the City Attorney, with no grounds for denial. Upon approval, the required fees and documentation will be submitted to the Kansas Department of Revenue, and a state CMB stamp will be affixed to validate the license.

Commissioner Caylor made a motion, seconded by Commissioner Crowley, to approve the 2025 Cereal Malt Beverage license for the Ottawa Golf Course. The motion was considered, and upon being put, all present voted aye. The Mayor declared the action duly approved.

City Manager Comments

City Manager Silcott highlighted the Ottawa Police Department's professionalism and compassion in responding to a homeless individual's death, emphasizing community policing's role in addressing vulnerable populations and systemic challenges. Public Works and Utilities teams were commended for their exceptional efforts during recent winter storms, ensuring safety and infrastructure functionality. Updates included progress on the City Commission Chambers modernization project, with a tentative start in early 2025, and recognitions for Certified Public Manager graduates and Emerging Leaders Academy recipients. The City Manager expressed gratitude for the dedication of all city staff and outlined upcoming meetings and events, including proclamations for Religious Freedom and Dr. Martin Luther King Jr. Day, employee recognition for completing the Emerging Leaders Program and the Certified Public Manager Certification courses; as well as consideration of the 2025 Capital Improvement Program FAA project for the KOWI Airport Taxiway Reconstruction Project service agreement with Benesch & Co.

Governing Body Comments

The City Commissioners and Mayor expressed gratitude for the dedication of crews and workers who kept roads clear, power on, and the community safe during recent challenges. They highlighted the importance of kindness, neighborly support, and volunteering to assist those in need, emphasizing the collective efforts that strengthen the community during difficult times.

Announcements

- A. January 15, 2025 City Commission Meeting - 10:00 am, City Hall
- B. January 16, 2025 Chamber Annual Awards and Banquet - 5:15 pm, Ottawa University Schendel Conference Center
- C. January 22, 2025 City Commission Meeting - 4:00 pm, City Hall
- D. January 29, 2025 City Commission Meeting - 4:00 pm, City Hall

Executive Session

Recess

Commissioner Caylor made a motion, seconded by Commissioner Crowley, to recess into executive session for a period of 10 minutes, resuming at 5:00 pm with City Attorney Blaine Finch and City Manager present for the purpose of attorney/client consultation. The justification for the closed session is to engage in confidential and privileged communication with the board's attorney by K.S.A. 75-4319(b)(12). The motion was considered and upon being put, all present voted aye. The Mayor declared the meeting duly recessed.

Reconvene

Commissioner Skidmore made a motion, seconded by Commissioner Caylor, to reconvene into open session. The motion was considered and upon being put, all present voted aye. The Mayor declared the meeting duly reconvened at 5:00 p.m.

Adjournment

There was no further business before the Governing Body, the Mayor declared the meeting duly adjourned at 5:00 pm.

Melissa Reed, City Clerk

Agenda Item: XI.A

**City of Ottawa
City Commission Meeting
January 15, 2025**

TO: City Commission
SUBJECT: Commission and Board Assignments for 2025
INITIATED BY: Executive Assistant to the City Manager
AGENDA: New Business

Recommendation:

Review list of current City board/commission assignments below and make a determination of who will sit on these boards in 2025.

Background:

Early each year the Commission reviews the list of City board/commissions assignments and determines who will be their representative on the board for that year. The list of 2024 assignments are below.

Airport Advisory Board – Mayor is Ex Officio:

First Tuesday – 5:30 pm
City Hall 2nd Floor Conference Room
Current: Commissioner Crowley
New: _____

Chamber of Commerce – Traditionally the Mayor Pro-Tem:

Second Tuesday
7:30 am Chamber of Commerce
Current: Mayor Allen
New: _____

Franklin County Development Council – Traditionally the Mayor:

First Tuesday – 7:30 am
Chamber of Commerce
Current: Commissioner Skidmore
New: _____

Kansas Municipal Energy Agency:

Current: Commissioner Caylor

Library Board – Mayor is Ex Officio:

Fourth Monday – 6:00 pm
City Hall Study Session Room
Current: Commissioner Skidmore
New: _____

Neighborhood Revitalization Program Review Committee:

As necessary

Current: Commissioner Caylor

New: _____

Ottawa Main Street Association:

Third Tuesday – 5:45 pm

Current: Mayor Pro Tem Clayton

New: _____

Ottawa Memorial Auditorium Advisory Board – Ex Officio:

Third Tuesday – 11:30 am

Auditorium

Current: Mayor Allen

New: _____

Prairie Paws Animal Shelter:

Fourth Tuesday – 6:30 pm

Prairie Paws conference room

Current: Mayor Pro Tem Clayton

New: _____

Recommendation/Action:

It is recommended the City Commission review the list of board assignments for one of the following courses of action:

- Take final action at the January 15, 2025 Meeting.
- Refer Item XI.A to the Wednesday, January 29, 2025 meeting for continued deliberation and consideration.

Attachments: None

Agenda Item: XI.B

City of Ottawa
City Commission Meeting
January 18, 2025

TO: City Commission
SUBJECT: Service Agreement
INITIATED BY: City Manager
AGENDA: New Business

Recommendation: Staff recommends approval of the professional consulting services with Alfred Benesch & Company related to bidding, construction administration, and project closeout for the Parallel Taxiway Reconstruction at Ottawa Municipal Airport. Authorize the City Manager to execute the agreement.

Background: The City selected Alfred Benesch & Company as the consultant for the Ottawa Municipal Airport improvement projects

This project is being presented because of a critical infrastructure need identified during routine inspections. A structural evaluation of the existing taxiway revealed that the concrete did not meet the acceptable strength standards, necessitating a complete replacement rather than repair. Left to continue further degradation, this deficiency could eventually pose significant operational and safety risks, as a failing taxiway would require airplanes to utilize the runway for taxiing, leading to potential backups and delays for landings and takeoffs.

The reconstruction of the parallel taxiway is an essential component of the Ottawa Municipal Airport's infrastructure maintenance and enhancement plan. The project aligns with the long-term goals outlined in the 2017 Airport Master Plan, which serves as a strategic roadmap for the airport's development. Originally scheduled for 2024, the project was delayed to 2025 due to the need for FAA re-approval following the inspection results. The total estimated cost of the project is \$3.2 million, with funding primarily provided through FAA grants, supplemented by a 10% local match to be sourced from the City.

The City issued a Request for Qualifications (RFQ) in March of 2024 to identify a qualified consultant for the taxiway reconstruction and other planned airport improvements. On July 10, 2024, Alfred Benesch & Company, was selected as best bid the sole respondent, has a longstanding relationship with the City and extensive experience in airport projects, including FAA-funded initiatives. Their selection ensures the project will adhere to FAA regulations and be completed within the established timelines and budget. The agreement includes bidding, construction administration, and project closeout services to facilitate the reconstruction, ensuring the taxiway remains operational for the next 40 years.

The City of Ottawa's current Municipal Airport Master Plan 2017 Update is available for download ([HERE](#)) from the City's website: www.ottawaks.gov/airport

Analysis: The service agreement (**XI.B.1**) between the City of Ottawa and Alfred Benesch & Company for the Parallel Taxiway Reconstruction Project scope of services is well-defined, encompassing **bidding, construction administration, and project closeout tasks** as outlined in **Attachment A**. Pricing is clear and structured, with a lump sum of \$32,095 for bidding services and not-to-exceed amounts of \$137,336 and \$219,770 for base and alternate construction phases, respectively. The contract's term extends until the project's completion and acceptance by the FAA and sponsor, with no automatic renewal provisions. It includes provisions for termination by either party, with or without cause, upon written notice. Liability is capped at the greater of \$50,000 or the contract value, and adequate insurance coverage is required, including listing the city as an additional insured. Jurisdiction is appropriately confined to Kansas law. The contract addresses critical legal considerations and aligns with the city's standards for ensuring clarity, fairness, compliance with state and Federal laws as outlined in the **Legal Considerations** of the report.

The anticipated schedule for the project is listed below:

February 1, 2025 – advertise project for bidding (Phase 1 Base Bid and Phases 2 & 3 Add Alternates)

NLT March 14, 2025 – Receive bids on the project

March 19, 2025 – City Commission issues concurrence of best bid acceptance

NLT April 1, 2025 – Submit Grant application package to FAA

June/July/August 2025 – Receive Congressional release of funds for the project.

August/September 2025 – Begin Construction

Financial Considerations: Design of this project was completed with a KDOT Aviation Grant in awarded in the summer of 2023. This project is an approved 2025 Capital Improvement Program project budget estimate of \$3,200,000 for the reconstruction of the entire taxiway. The FAA has a maximum amount of \$998,334 in funding available for this project. The City's local match increases the project total up to \$1,109,260 (\$110,926 in local match). The City is pursuing an additional \$2,500,00 in additional funding opportunities including THUD funding grants and Congressional Direct Spending (CDS) in an effort to close this funding gap.

The design for the replacement of the entire parallel taxiway is broken into three phases (**XI.B.4**) to ensure the runway and airport always remain operational. The phased approach also enables the City to solicit RFPs structured with Phase 1 (**XI.B.4 teal color**) as the Base Bid with a maximum dollar amount of \$1,109,260. Phase 2 (**XI.B.4 red color**) and Phase 3 (**XI.B.4 green color**) as add alternate bids, which could be completed should additional funding be secured to complete the additional two phases.

Projects receiving federal funding in excess of \$100,000 are required to complete an Independent Fee Estimate (IFE). The scope of service was presented to HADEL IFE’s, LLC, a firm the City has used in past for other federally funded local projects. The Independent Fee Estimate (IFE) for the Parallel Taxiway Reconstruction at Ottawa Municipal Airport totals \$414,400, including \$330,900 for basic services and \$83,500 for special services, and *confirms the proposed fees align with industry standards and the project’s scope.*

Service Component	IFE	Benesch
Bidding Services	\$20,600	\$32,095 (Lump Sum)
Base Construction Admin	\$124,300	\$137,336 (T&M, NTE)
Add Alternate Construction Admin.	\$166,200	\$219,770 (T&M, NTE)
Project Closeout	\$19,800	Included in Base & Alternate Fees
Special Services: Material Testing	\$83,500	Included in Base & Alternate Fees
Total Estimated Cost	\$414,400	\$389,201

Legal Considerations: Approve as to form. All contracts and agreements will be reviewed and approved by the City Attorney, ensuring compliance with pertinent Kansas Statutes Annotated (K.S.A.) and Municipal Code provisions. The agreement adheres to FAA Advisory Circulars 150/5370-10H, 50/5300-13B, 150/5370-12B, and 150/5100-14E, as well as state and federal laws, regulations, and guidelines.

Recommendation: Approve the professional consulting services with Alfred Benesch & Company related to bidding, construction administration, and project closeout for the Parallel Taxiway Reconstruction at Ottawa Municipal Airport and Authorize the City Manager to Execute the Agreement subject to approval by the FAA.

Action: Deliberate and consider staff’s recommendation to approve the professional consulting services with Alfred Benesch & Company related to bidding, construction administration, and project closeout for the Parallel Taxiway Reconstruction at Ottawa Municipal Airport and Authorize the City Manager to Execute the Agreement subject to approval by the FAA.

Attachments:

- XI.B.1 Service Agreement & Summary (35 pp)
- XI.B.2 Independent Fee Estimate & Summary (16 pp)
- CIP Budget Sheet (1 pg)
- Construction Phasing & Bid Alternate (1 pg)

Summary of Construction Administration Agreement for KOWI Parallel Taxiway Reconstruction Project w/ Benesch & Company

January 9, 2025

This agreement is between **The City of Ottawa, Kansas** ("Client") and **Alfred Benesch & Company** ("Consultant") for professional consulting services related to bidding, construction administration, and project closeout for the Parallel Taxiway Reconstruction at Ottawa Municipal Airport (OWI).

Scope of Work

1. **Bidding Services:**
 - Preparation and advertising of bid packages.
 - Hosting pre-bid conferences and addressing bidder questions.
 - Bid evaluation, tabulation, and recommendations for contract award.
2. **Construction Phase Services:**
 - **Base Bid:**
 - Full-time construction observation for 50 inspection days.
 - Quality assurance testing, shop drawing reviews, and processing payment applications.
 - Preparing up to two change orders with FAA and sponsor approvals.
 - **Add Alternate:**
 - Similar to the base bid but includes 86 inspection days for extended project scope.
3. **Project Closeout:**
 - Preparation of closeout documentation, including final financial reports, certifications, and as-built drawings.
 - Submission to FAA and Sponsor within 90 days post-construction completion.

Compensation and Payment

- **Total Contract Amount:** \$389,201.
 - Task 1 (Bidding Services): \$32,095 (Lump Sum).
 - Task 2 (Base Bid Construction): \$137,336 (Time and Materials, Not-to-Exceed).
 - Task 3 (Add Alternate Construction): \$219,770 (Time and Materials, Not-to-Exceed).
- Payments are due upon receipt of invoices, with interest applied to overdue payments beyond 30 days.

Timeline and Deliverables

- **Contract Execution:** By **January 15, 2025**, to meet the FAA grant submission deadline of **April 1, 2025**.
- **Construction:**
 - Base bid: 70 calendar days with 50 inspection days.
 - Add Alternate: 120 calendar days with 86 inspection days.
- **Project Closeout:** Documentation submission to FAA within 90 days of construction completion.

Key Responsibilities

- **Consultant:**
 - Ensure compliance with FAA standards.
 - Coordinate construction observation, testing, and project documentation.
 - Maintain timely communication with the Client and FAA.
- **Client:**
 - Provide necessary access and approvals.
 - Engage in decision-making during bid evaluations and change orders.
- **FAA and Sponsor:**
 - Approve project phases, financial documents, and final acceptance.

Additional Terms

- Independent Fee Estimate (IFE): Required for contracts over \$100,000.
 - Hadel IFE's, LLC. Cost totaled \$3,000.
 - 90% FAA reimbursement is \$2,700, equating to a \$300 cost to the City of Ottawa.
- Re-advertising or significant scope changes will require supplemental agreements.

Immediate Action Items

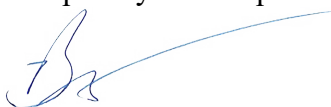
- **Coordinate Bidding Process:** Develop bid packages and manage advertisement promptly.
- Ensure all preparations are in place ahead of the **April 1, 2025, FAA grant application deadline.**

IFE Findings by Hadel IFE's LLC.

The estimate reflects industry-standard rates and aligns with the project scope provided by Alfred Benesch & Company.

The Independent Fee Estimate (IFE) for the Parallel Taxiway Reconstruction at Ottawa Municipal Airport, prepared by HADEL IFE's, LLC, establishes a total estimated cost of \$414,400. This includes \$330,900 for basic services such as bidding, construction administration, and project closeout, and \$83,500 for special services, primarily material testing. This finding confirms the proposed fees align with industry standards and the project's scope.

Key findings indicate the proposed hours and costs for tasks, including 50 days of base construction observation and 86 additional days for alternate work, are reasonable and consistent with FAA standards. General administrative overhead (175%) and profit margins (15%) are within acceptable limits, ensuring the proposal is well-founded and competitive. This IFE validates the proposed fees as appropriate for the complexity and scope of the project.



Brian W. Silcott, ICMA-CM
City Manager



CONSULTING SERVICES AGREEMENT

CLIENT	City of Ottawa	Project Name	Ottawa Municipal Airport
Address	PO Box 60	Parallel Taxiway Reconstruction Bidding,	
	101 South Hickory Street	Construction, and Closeout	
	Ottawa, KS 66067-0060	Project Location	Ottawa, Kansas
Telephone	785-229-3637		
Client Contact	Brian Silcott	Consultant PM	Brad Waller
Client Job No.		Consultant Job No.	

This Agreement is made by and between the City of Ottawa, hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):

The General Conditions and the following Attachments are hereby made a part of the Agreement:

- Attachment A: Scope of Services and Fee Estimate
 - Attachment B: Schedule of Unit Rates
 - Attachment C: _____
- or
- Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

- By Lump Sum: \$32,095.00.
- By Time and Materials: \$357,106.00.
- By Other Payment Method (See Attachment _____): \$_____.
- As shown on serially numbered Work Authorizations Using Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

CLIENT

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

BY: _____
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: Rob Krewson, PE

TITLE: _____

TITLE: Sr. Vice President

DATE: _____, 20____

DATE: _____, 2024

BENESCH OFFICE: Manhattan

ADDRESS: 2627 KFB Place, Suite 102W

Manhattan, KS 66503

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

Supplemental Condition is incorporated herein when the applicable box is checked.

S.1 Location of Underground Utilities

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

S.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

S.3 Disposition of Samples and Equipment

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.



EXHIBIT A

WORK AUTHORIZATION NO. _____

PROJECT NO. _____ DATE _____, 20____

PROJECT NAME _____

CLIENT _____

CLIENT PM _____ CONSULTANT PM _____

PHONE NO. _____ PHONE NO. _____

SCOPE OF SERVICES

This WORK AUTHORIZATION Number _____, with the Agreement dated _____, 20____, between _____, herein called Client and Alfred Benesch & Company herein called Consultant, constitutes the express authority given Consultant by Client to do work as follows (or as shown in Attachment A):

The following are attached to and hereby made a part of this Work Authorization:

- Attachment A: Scope of Services and Fee Estimate
- Attachment B: Schedule of Unit Rates
- _____
- _____

FEE ESTIMATE

CONSULTANT will perform the Scope of Services described above or in Attachment A, and invoice monthly as noted below in accordance with the selected payment method:

- Client will pay a Fee based on a **Time and Materials** not to exceed \$_____ and invoice using Attachment B: Schedule of Unit Billing Rates.
- Client will pay a **Lump Sum** Fee of \$_____ and invoice using a percentage completed basis.
- Client will pay by another method as described: _____

CLIENT

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

BY: _____
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____, 20____

DATE: _____, 20____

BENESCH OFFICE: _____

ADDRESS: _____

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).

ATTACHMENT A
SCOPE OF SERVICES AND FEE ESTIMATE
TO
PARALLEL TAXIWAY RECONSTRUCTION
(BIDDING, CONSTRUCTION ADMINISTRATION & PROJECT CLOSEOUT)
OTTAWA MUNICIPAL AIRPORT (OWI)
OTTAWA, KANSAS
AIP GRANT NO. TBD

THIS SCOPE OF SERVICES AND FEE ESTIMATE is made and entered into by and between the consulting firm of ALFRED BENESCH & COMPANY of Manhattan, Kansas, hereinafter called the "Consultant" and the CITY OF OTTAWA, Kansas, hereinafter called the "City".

Bradley J. Waller, P.E. will represent the Consultant as Project Manager in the performance of this agreement. No other representative will be assigned to act in this capacity without the City's prior written approval. The Project Manager shall be responsible for directing and coordinating all the activities necessary to complete this project.

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

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

COMPENSATION

Work completed by the Consultant shall be compensated in the total amount of \$389,201.00. This is broken down as an Hourly, Not-To-Exceed amount of \$137,336.00 for Task 2 Construction Phase Services for the Base Bid Construction and \$219,770.00 for Task 3 Construction Phase Services for the Add Alternate Construction, with the other tasks being the Lump Sum amount of \$32,095.00. The Task 3 Construction Phase Services will only be utilized if the Add Alternate Construction is completed as part of the project.

SCOPE OF SERVICES

The project will consist of the bidding, construction phase services, and project closeout associated with the construction of a taxiway and taxilane as generally shown on the attached exhibit included with this contract.

TASK 1 – BIDDING SERVICES

Under this task of the contract the Consultant will assist the Sponsor in advertising and securing bids. Advertising costs with the Drexeltech plan room are included in the Benesch fee.

- 1.1 Provide sufficient bid package copies of the approved plans and specifications to permit advertising and bidding. Copies of the documents may be furnished to prospective bidders through an online plan room. A virtual pre-bid conference will be held for this project.
- 1.2 Answer questions that arise in the bidding process and issue addenda as necessary.
- 1.3 Attend the bid opening, open bids, answer any questions that come up, tabulate and analyze bid results, evaluate bidders and furnish a letter of recommendation regarding the award of a construction contract.
- 1.4 After City Commission approval of bid, prepare contract documents necessary for the Issued For Construction project plans and specifications including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set to the Contractor, FAA and the Sponsor.

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

TASK 2 – CONSTRUCTION PHASE SERVICES (BASE BID – 50 Inspection Days)

Under this task the Consultant agrees to provide construction oversight for the Sponsor during all construction phases in accordance with AC 150/5370-12B, Quality Management For Federally Funded Airport Construction Projects. For this contract, it is assumed that construction phase for the project will be 70 calendar days (or 50 working days) and Benesch will complete full-time inspection. The inspection assumes one inspector on site 11 hours per day (including travel time) for 50 total inspection days.

- 2.1 Conduct a pre-construction conference prior to the Contractor's Notice-To-Proceed and submit a formal report of the conference discussions.
- 2.2 Provide full-time construction observation for the duration of the project.
- 2.3 Complete all Quality Assurance testing as required by the contract documents.
- 2.4 Review and approve shop drawings and all materials data submitted by Contractor for compliance with design concepts.
- 2.5 Review and submit FAA Form 5370-1 Weekly Construction Progress and Inspection Reports to FAA and the Sponsor.

- 2.6 Determine amounts owed to Contractor and process financial documents/pay applications. Consultant's review of Contractor's work for the purpose of recommending payment does not impose on the Consultant's responsibility to supervise, direct, or control such work or for the means, techniques, sequences, or procedures of construction or programs incident thereto.
- 2.7 Prepare and negotiate change orders and supplemental agreements (as needed), according to the latest (as of contract date) FAA Central Region AIP Guide No. 1080-Contract Modifications. Prepare independent cost analyses. Obtain prior approvals from the Sponsor and FAA. This agreement assumes up to two (2) change orders.
- 2.8 Arrange and conduct one final inspection to accept the project that will be attended by the Benesch Construction Project Manager and one Benesch Technician.

This task will be considered complete when the Sponsor and FAA have accepted the construction reports and final payment has been received by the Contractor.

TASK 3 – CONSTRUCTION PHASE SERVICES (ADD ALTERNATE – 86 Inspection Days)

Under this task the Consultant agrees to provide construction oversight for the Sponsor during all construction phases in accordance with AC 150/5370-12B, Quality Management For Federally Funded Airport Construction Projects. For this contract, it is assumed that construction phase for the project will be 120 calendar days (or 86 working days) and Benesch will complete full-time inspection. The inspection assumes one inspector on site 11 hours per day (including travel time) for 86 total inspection days.

- 3.1 Provide full-time construction observation for the duration of the project.
- 3.2 Complete all Quality Assurance testing as required by the contract documents.
- 3.3 Review and submit FAA Form 5370-1 Weekly Construction Progress and Inspection Reports to FAA and the Sponsor.
- 3.4 Determine amounts owed to Contractor and process financial documents/pay applications. Consultant's review of Contractor's work for the purpose of recommending payment does not impose on the Consultant's responsibility to supervise, direct, or control such work or for the means, techniques, sequences, or procedures of construction or programs incident thereto.
- 3.5 Prepare and negotiate change orders and supplemental agreements (as needed), according to the latest (as of contract date) FAA Central Region AIP Guide No. 1080-Contract Modifications. Prepare independent cost analyses. Obtain prior approvals from the Sponsor and FAA. This agreement assumes up to two (2) change orders.

This task will be considered complete when the Sponsor and FAA have accepted the construction reports and final payment has been received by the Contractor.

TASK 4 – PROJECT CLOSEOUT

This task shall include the preparation and submittal of project closeout documentation to FAA. Coordinate with the Contractor to acquire documentation needed by the Contractor to closeout the project. Final documents required by the Contractor shall be provided to FAA prior to the Consultant's final pay request.

All documentation shall be submitted to FAA within 90 days from the project completion, including a final construction report that addresses pertinent sections of the latest (as of contract date) FAA Central Region AIP Guide No. 1610 – Development Project Closeout, which includes:

4.1 Contractor Coordination

4.2 Sponsor Certification for Final Acceptance

4.3 Final Outlay Report (SF-271)

4.4 Final Federal Financial Report (SF-425)

4.5 Final Project Cost Summary

4.6 Summary of DBE Utilization

4.7 Final Construction Report

- Narrative of Work Accomplished
- Summary of Key Milestone Dates
- Contract Time
- Labor Provisions
- Administrative Costs
- Engineering Costs
- Construction Costs
- Buy American Provisions
- Construction Material Testing and Acceptance Summary
- Final Inspection Report/Record of Completion
- Contractor's Statement of Completion (Signed Affidavit)
- Project Photographs

4.8 As-Built Record Drawings and update the Airport Layout Plan (ALP).

4.9 Sponsor Cover Letter

This task shall be considered complete when FAA and the Sponsor have successfully closed out the project.

Project Name:	Parallel Taxiway Reconstruction Bidding, Construction, and Closeout
Airport:	Ottawa Municipal Airport (OWI)
Client:	Ottawa, KS
AIP No:	TBD
Date Prepared	November 20, 2024

Overhead Rate	166.09
Profit	15%

Sr. Proj. Mgr.	Proj. Eng.	CAD Tech	Sr. Const. Mgr.	Resident Project Rep. (RPR)	RPR (Overtime)	Field Tech.	Field Tech. (Overtime)	Submittals	Vehicle	Geotechnical	Subconsultant	Total
\$79.00	\$56.00	\$47.50	\$68.00	\$40.00	\$60.00	\$37.50	\$56.25		\$65/day		1	

Task #	Task Description	Personnel Hours							Submittals	Vehicle	Geotechnical	Subconsultant	Total
Task 1	Bidding Services												
1.1	Bid Package Preparation/Printing/Pre-Bid Meeting	8	16	40									
1.2	Answer Bidder Questions	4	6										
1.3	Attend Bid Opening/Bid Evaluation/Bid Recommendation	4	8						1				
1.4	Prepare IFC/Assemble Final Contract Documents	2	6										
	HOURS SUBTOTAL	18	36	40	0	0	0	0	0	1	0	0	
	COST SUBTOTAL	\$1,422.00	\$2,016.00	\$1,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65.00	\$0.00	\$0.00	

LABOR COSTS: <u>\$5,338.00</u>	OVERHEAD <u>\$8,865.00</u>	FIXED FEE <u>\$2,130.00</u>	EXPENSES <u>\$65.00</u>	SUBTOTAL <u>\$16,398.00</u>
--------------------------------	----------------------------	-----------------------------	-------------------------	-----------------------------

Task 2	Construction Phase Services (Base Bid)	Personnel Hours							Submittals	Vehicle	Geotechnical	Subconsultant	Total
2.1	Pre-Construction Conference	4	4				4			1			
2.2	Full-Time Observation (50 Inspection Days)		20	8		400	150			50			
2.3	Materials Testing and Inspection						240	60		30		\$5,000.00	
2.4	Shop Drawing Review		12										
2.5	Weekly Progress Reports		5										
2.6	Pay Applications		8										
2.7	Change Orders		4										
2.8	Final Inspection	4								1			
	HOURS SUBTOTAL	8	53	8	0	400	150	244	60	0	82	\$5,000.00	
	COST SUBTOTAL	\$632.00	\$2,968.00	\$380.00	\$0.00	\$16,000.00	\$9,000.00	\$9,150.00	\$3,375.00	\$0.00	\$5,330.00	\$5,000.00	

LABOR COSTS: <u>\$41,505.00</u>	OVERHEAD <u>\$68,935.00</u>	FIXED FEE <u>\$16,566.00</u>	EXPENSES <u>\$10,330.00</u>	SUBTOTAL <u>\$137,336.00</u>
---------------------------------	-----------------------------	------------------------------	-----------------------------	------------------------------

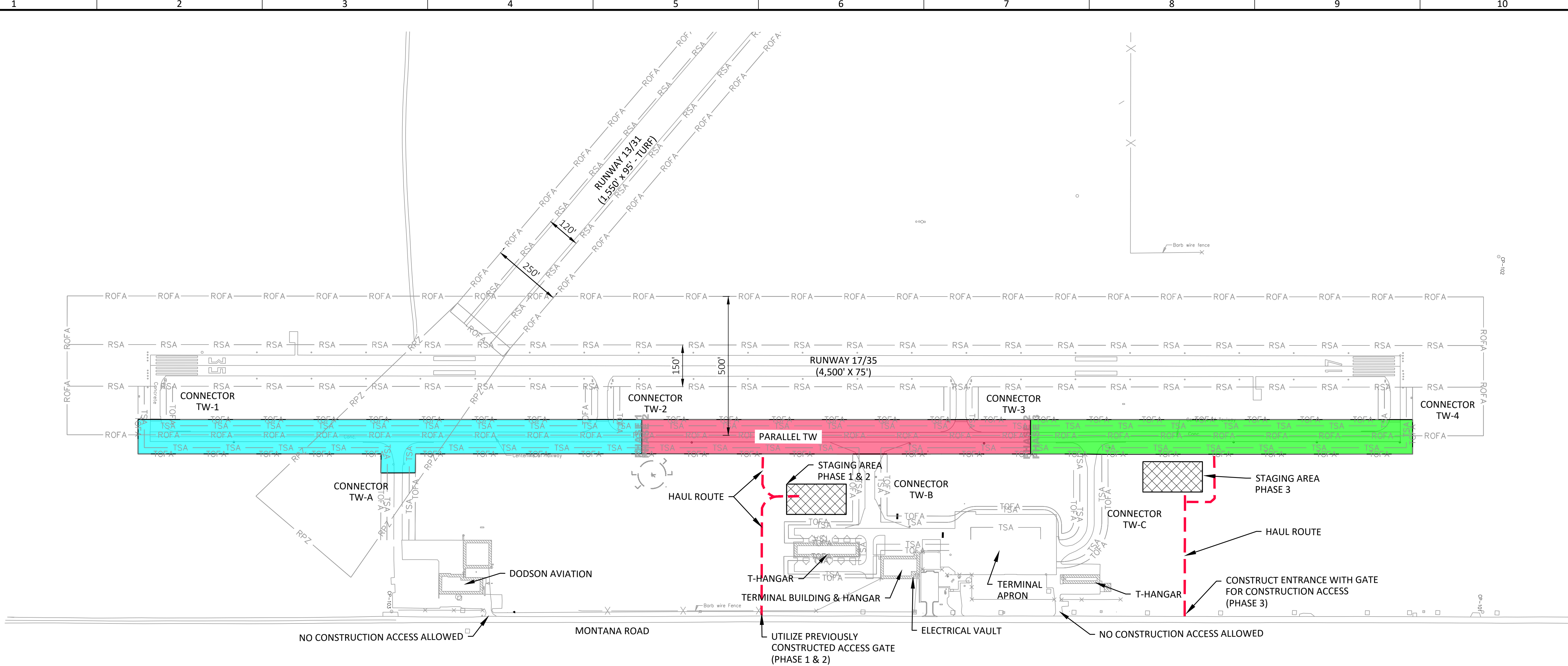
Task 3	Construction Phase Services (Add Alternate)	Personnel Hours							Submittals	Vehicle	Geotechnical	Subconsultant	Total
3.1	Full-Time Observation (86 Inspection Days)		32	16		688	258			86			
3.2	Materials Testing and Inspection						400	100		50		\$5,000.00	
3.3	Weekly Progress Reports		8										
3.4	Pay Applications		8										
3.5	Change Orders		4										
	HOURS SUBTOTAL	0	52	16	0	688	258	400	100	0	136	\$5,000.00	
	COST SUBTOTAL	\$0.00	\$2,912.00	\$760.00	\$0.00	\$27,520.00	\$15,480.00	\$15,000.00	\$5,625.00	\$0.00	\$8,840.00	\$5,000.00	

LABOR COSTS: <u>\$67,297.00</u>	OVERHEAD <u>\$111,773.00</u>	FIXED FEE <u>\$26,860.00</u>	EXPENSES <u>\$13,840.00</u>	SUBTOTAL <u>\$219,770.00</u>
---------------------------------	------------------------------	------------------------------	-----------------------------	------------------------------

Task 4	Project Closeout	Personnel Hours							Submittals	Vehicle	Geotechnical	Subconsultant	Total
4.1	Contractor Coordination		8		8								
4.2	Sponsor Certification for Final Acceptance		2										
4.3	Final Outlay Report	1	2										
4.4	Final Federal Financial Report	1	2										
4.5	Final Project Cost Summary		2										
4.6	Summary of DBE Utilization	1	2										
4.7	Final Construction Report	4	16		16								
4.8	As-Built Record Drawings	1	6	12									
4.9	Sponsor Cover Letter		1										
	HOURS SUBTOTAL	8	41	12	24	0	0	0	0	0	0	\$0.00	
	COST SUBTOTAL	\$632.00	\$2,296.00	\$570.00	\$1,632.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

LABOR COSTS: <u>\$5,130.00</u>	OVERHEAD <u>\$8,520.00</u>	FIXED FEE <u>\$2,047.00</u>	EXPENSES <u>\$0.00</u>	SUBTOTAL <u>\$15,697.00</u>
--------------------------------	----------------------------	-----------------------------	------------------------	-----------------------------

TOTALS	LABOR COSTS: <u>\$119,270.00</u>	OVERHEAD <u>\$198,093.00</u>	FIXED FEE <u>\$47,603.00</u>	EXPENSES <u>\$24,235.00</u>	SUBTOTAL <u>\$389,201.00</u>
---------------	---	-------------------------------------	-------------------------------------	------------------------------------	-------------------------------------



CSPP OVERALL PLAN
Scale: 1" = 200' (Full Size)

NOTES:

- PHASING SHALL BE DONE IN THE PHASING ORDER SHOWN EXCEPT WITH WRITTEN APPROVAL OF THE ENGINEER. IF THE CONTRACTOR REQUESTS CHANGES TO THE ORDER OF PHASES, THE CONTRACTOR SHALL BE REQUIRED TO PRESENT A PLAN TO THE ENGINEER FOR APPROVAL. AREAS OPEN TO AIRCRAFT SHALL BE FREE OF FOD, OPEN EXCAVATIONS SHALL BE FILLED OR COVERED, TAXIWAY LIGHTING SYSTEM OPERABLE (LIGHTS OR REFLECTORS) AND ALL SAFETY AREA REQUIREMENTS MET.
- PHASES MUST BE COMPLETED IN A LINEAR ORDER AND MAY NOT OVERLAP IN DURATION. NO CONCURRENT COMPLETION OF INDIVIDUAL PHASES WILL BE ALLOWABLE.
- COVER EXISTING TAXIWAY LIGHTS PER PHASE (80 REQUIRED). REFER TO SHEET 12 (GC.008) FOR TYPICAL LIGHT COVER DETAIL.
- COVER EXISTING TAXIWAY GUIDANCE SIGNS PER PHASE (2 REQUIRED). REFER TO SHEET 12 (GC.008) FOR TYPICAL SIGN COVER DETAIL.

SAFETY AREA & OBJECT FREE AREA WIDTH TABLE					
	ADG/TDG	PAVEMENT WIDTH	OVERALL SAFETY AREA WIDTH	OVERALL OBJECT FREE AREA WIDTH	RUNWAY OBJECT FREE ZONE
RW 17/35	B-II	75'	150'	500'	400'
RW 13/31	A-I (S)	TURF	120'	250'	250'
TAXIWAYS	2	35'	79'	124'	NA

LEGEND

	Phase 1 Work Area		RSA	Runway Safety Area
	Phase 2 Work Area		ROFA	Runway Object Free Area
	Phase 3 Work Area		TSA	Taxiway Safety Area
	Staging Area		TOFA	Taxiway Object Free Area
	Haul Route		RPZ	Runway Protection Zone

NO.	REVISIONS	DATE

CSPP OVERALL PLAN

**OTTAWA MUNICIPAL AIRPORT (OWI)
OTTAWA, KS
RECONSTRUCT PARALLEL TAXIWAY**

benesch
Alfred Benesch & Company
2627 KFB Plaza, Suite 102W
Manhattan, Kansas 66503
785-539-2202 Job No. - 131002.00

DESIGNED BY: JRK
CHECKED BY: JRK
REVIEWED BY: JRK
DATE: FEBRUARY 14, 2024 (95%)

PROJECT: OWI TWY RECON
DATE: FEBRUARY 14, 2024 (95%)
SHEET: 8/62
DRAWING NO.: GC.004

File Location: Y:\Kma\1310005\131002.00_OWI_Taxiway_Design\Eng_Docs\Sheets\CSPP\131002.00-OWI-CSPP-PLAN.dwg [Plot Date: 2/15/2024 5:52:15 PM] [Last Saved: 2/14/2024 4:04:26 PM; Btremblay]



November 20, 2023

Alfred Benesch & Company
Attn: Tina Horn

Dear Tina,

We have performed a cognizant review of the examination and supporting workpapers of the Indirect Cost Rates of Alfred Benesch & Company, as presented in the Statement of Direct Labor, Fringe Benefits and General Overhead for the year ended May 28, 2023, in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm, FGMK. The CPA represented that the audit was conducted in accordance with the *Government Auditing Standards*, as promulgated by the Comptroller General of the United States of America and the audit was designed to determine that the indirect cost rates were established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the *AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates*.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the examination and supporting workpapers for the Indirect Cost Rates and the related Accountant's Reports we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

Accordingly, we recommend acceptance of the following rates:

Indirect Cost Rate: 165.26%
Facilities Capital Cost of Money (FCCM): 0.83%

Sincerely,

Lacey Kifer
Contract Compliance Auditor

Randy Terrell
Reviewer

Dan Ssozi CPA.
External Audits Manager

OH-24-11-023-14-1-2

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

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

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

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

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS..... 3

CIVIL RIGHTS – GENERAL..... 3

CIVIL RIGHTS – TITLE VI ASSURANCES..... 3

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT..... 6

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) 6

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 6

RIGHT TO INVENTIONS..... 6

SEISMIC SAFETY..... 7

TAX DELINQUENCY AND FELONY CONVICTIONS 7

TRADE RESTRICTION CERTIFICATION 7

VETERAN’S PREFERENCE 8

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING 9

EQUAL EMPLOYMENT OPPORTUNITY (EEO)..... 9

PROHIBITION OF SEGREGATED FACILITIES 10

TERMINATION OF CONTRACT 11

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION..... 12

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS..... 13

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES..... 14

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL 15

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS 15

DISADVANTAGED BUSINESS ENTERPRISE 15

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

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

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

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

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

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

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

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

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

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

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

RIGHT TO INVENTIONS

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

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

SEISMIC SAFETY

Reference: 49 CFR Part 41

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

TAX DELINQUENCY AND FELONY CONVICTIONS

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

The Contractor certifies:

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

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

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

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

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

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

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

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

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

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

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

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

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

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

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

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

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

Equal Opportunity Clause

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

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

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

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

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

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

TERMINATION OF CONTRACT

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

Termination for Convenience (Professional Services)

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

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

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

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

Termination for Cause (Professional Services)

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

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

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

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

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

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

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

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

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

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

Certification of Offeror/Bidder Regarding Debarment

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

Certification of Lower Tier Contractors Regarding Debarment

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

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

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

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

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

4. Subcontractors.

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

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

Certification Regarding Lobbying

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

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of responsiveness:

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

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

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

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

Bid Information submitted as a matter of bidder responsibility:

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

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

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

Solicitation Language (Race/Gender Neutral Means)

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

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

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

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

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

Prompt Payment (49 CFR § 26.29)

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

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

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

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

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

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

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

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

This Page Intentionally Left Blank

Summary of the Independent Fee Estimate (IFE) KOWI Parallel Taxiway Reconstruction Project w/ Benesch & Company

January 9, 2025

Summary

The Independent Fee Estimate (IFE) for the Parallel Taxiway Reconstruction at Ottawa Municipal Airport totals \$414,400, including \$330,900 for basic services and \$83,500 for special services, and *confirms the proposed fees align with industry standards and the project's scope.*

The Independent Fee Estimate (IFE) for the Parallel Taxiway Reconstruction at Ottawa Municipal Airport, prepared by HADEL IFE's, LLC, establishes a total estimated cost of **\$414,400**. This includes **\$330,900** for basic services such as bidding, construction administration, and project closeout, and **\$83,500** for special services, primarily material testing. The estimate reflects industry-standard rates and aligns with the project scope provided by Alfred Benesch & Company.

Key findings indicate the proposed hours and costs for tasks, including 50 days of base construction observation and 86 additional days for alternate work, are reasonable and consistent with FAA standards. General administrative overhead (175%) and profit margins (15%) are within acceptable limits, ensuring the proposal is well-founded and competitive. This IFE validates the proposed fees as appropriate for the complexity and scope of the project.

Background

The Independent Fee Estimate (IFE) was prepared by HADEL IFE's, LLC at the request of the City of Ottawa for services related to bidding, construction administration, and project closeout for the Parallel Taxiway Reconstruction project at Ottawa Municipal Airport (OWI). This evaluation ensures that the proposed fee from Alfred Benesch & Company aligns with industry standards and project expectations. The scope of the estimate was based on documentation provided by Alfred Benesch & Company.

Hadel IFE's Estimate of Scope of Services Fee Proposal by Benesch & Co.

Basic Services

Task 1: Bidding Services

- Preparation of bid packages, answering bidder questions, and recommending contract awards.
- **Estimated Cost:** \$20,600
- **Hours:** 80.5 (Office).

Task 2: Construction Phase Services (Base Bid)

- Includes pre-construction meetings, full-time construction observation (50 days), quality assurance, shop drawing reviews, and final inspections.
- **Estimated Cost:** \$124,300
- **Hours:** 747 (Office: 339; Field: 408).

Task 3: Construction Phase Services (Add Alternate)

- Similar to Task 2, covering 86 days of observation and associated administrative tasks.
- **Estimated Cost:** \$166,200
- **Hours:** 1,017.5 (Office: 329.5; Field: 688).

Task 4: Project Closeout

- Preparation of final reports, certifications, and record drawings.
- **Estimated Cost:** \$19,800
- **Hours:** 119.5 (Office).

Special Services

Material Testing (Base Bid):

- Conducted over 50 days.
- **Estimated Cost:** \$29,400.

Material Testing (Add Alternate):

- Conducted over 86 days.
- **Estimated Cost:** \$54,100.

Total Estimated Cost


Basic Services:	\$330,900
Special Services:	\$83,500
Grand Total:	\$414,400

Observations

- The estimate includes 1,964.5 total hours, primarily for Resident Project Representatives and technical staff.
- A general administrative overhead rate of **175%** and a profit/fixed fee rate of **15%** are applied.
- Material testing costs are listed separately, aligning with standard practice for federally funded airport projects.

Conclusion

The IFE confirms that the fee proposal by Alfred Benesch & Company is reasonable for the scope and complexity of the project. It ensures compliance with FAA standards and provides a benchmark for negotiating the final agreement.



Brian W. Silcott, ICMA-CM
City Manager

HADEL IFE's, LLC

January 9, 2025

Mr. Brian W. Silcott
City Manager
City of Ottawa
101 South Hickory Street
Ottawa, Kansas 66067-0060

Re: Independent Fee Estimate (IFE)
For Parallel Taxiway Reconstruction at Ottawa Municipal Airport (OWI)

Dear Mr. Silcott:

At your request, we have performed an Independent Fee Estimate (IFE) for Bidding, Construction Administration and Project Closeout Phases for the Parallel Taxiway Reconstruction Project at the Ottawa Municipal Airport (OWI). Our review was based on the Scope of Services document prepared by Alfred Benesch & Company (Engineer of Record, EOR).

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

PROPOSED SCOPE OF SERVICES

A. BASIC SERVICES

- Task 1: Bidding Services
- Task 2: Construction Phase Services (Base Bid)
- Task 3: Construction Phase Services (Add Alternate)
- Task 4: Project Closeout

B. SPECIAL SERVICES

- Task 1: Material Testing (Base Bid)
- Task 2: Material Testing (Bid Alternate)

Utilizing the Scope of Services provided, Hadel IFEs, LLC's Independent Fee Estimate is \$414,400.

Table A provides a summary of the estimate for the for Bidding, Construction Administration and Project Closeout Phases. Additionally, attached for your review are copies of the detailed fee analysis.

Table A: Summary of Estimated Costs

Task	Hours	Labor Cost	Expenses		Material Testing	Total
			Office	Field		
<i>A. Basic Services</i>						
Task 1: Bidding Services	80.50	\$15,554.76	\$5,045.24	\$0.00	\$0.00	\$20,600.00
Task 2: Construction Phase Services (Base Bid)	747.00	\$116,307.26	\$882.74	\$7,110.00	\$0.00	\$124,300.00
Task 3: Construction Phase Services (Add Alternate)	1,017.50	\$153,952.08	\$18.72	\$12,229.20	\$0.00	\$166,200.00
Task 4: Project Closeout	119.50	\$19,768.79	\$31.21	\$0.00	\$0.00	\$19,800.00
<i>Subtotals</i>	<i>1,964.50</i>	<i>\$305,582.89</i>	<i>\$5,977.91</i>	<i>\$19,339.20</i>	<i>\$0.00</i>	<i>\$330,900.00</i>
<i>B. Special Services</i>						
Task 1: Material Testing (Base Bid)	0.00	\$0.00	\$0.00	\$0.00	\$29,400.00	\$29,400.00
Task 2: Material Testing (Bid Alternate)	0.00	\$0.00	\$0.00	\$0.00	\$54,100.00	\$54,100.00
<i>Subtotals</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$83,500.00</i>	<i>\$83,500.00</i>
TOTALS	1,964.50	\$305,582.89	\$5,977.91	\$19,339.20	\$83,500.00	\$414,400.00

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

Sincerely,

A handwritten signature in blue ink, appearing to read "David G. Hadel".

David G. Hadel, PE
Manager

Enclosure:

2025-01-08-01 IFE OWI TWY Reconstruction Summary.pdf
2025-01-08-01 IFE OWI TWY Reconstruction Exhibit 1.pdf
2025-01-08-01 IFE OWI TWY Reconstruction Exhibit 2.pdf
2025-01-08-01 IFE OWI TWY Reconstruction Worksheet.pdf

cc: Project File

Date:	January 9, 2025
Airport Name:	Ottawa Municipal Airport (OWI)
Location:	Ottawa, Kansas
Owner:	City of Ottawa, Kansas
Contact:	Brian Silcott, City Manager
Address:	101 South Hickory Street
City/State:	Ottawa, Kansas 66067-0060
Project Name:	Parallel Taxiway Reconstruction
Project Number:	TBD
Project Description:	Bidding, Construction Administration & Project Closeout
Engineer/Planner of Record:	Benesch
IFE Engineer:	HADEL IFEs, LLC
Email:	dgh1982ku@gmail.com
Phone:	816-805-1941

Task No.	BASIC SERVICES	HOURS	LABOR	EXPENSES			Totals
				OFFICE	FIELD	Material Testing	
1	Bidding Services	80.50	\$15,554.76	\$5,045.24	\$0.00	\$0.00	\$20,600.00
2	Construction Phase Services (Base)	747.00	\$116,307.26	\$882.74	\$7,110.00	\$0.00	\$124,300.00
3	Construction Phase Services (Add Alt)	1,017.50	\$153,952.08	\$18.72	\$12,229.20	\$0.00	\$166,200.00
4	Project Closeout	119.50	\$19,768.79	\$31.21	\$0.00	\$0.00	\$19,800.00
	Subtotals	1,964.50	\$305,582.89	\$5,977.91	\$19,339.20	\$0.00	\$330,900.00

Task No.	SPECIAL SERVICES	HOURS	LABOR	EXPENSES			Totals
				OFFICE	FIELD	Material Testing	
1	Material Testing-50 days (Base)	0.00	\$0.00	\$0.00	\$0.00	\$29,400.00	\$29,400.00
2	Material Testing-86 days (Add Alt)	0.00	\$0.00	\$0.00	\$0.00	\$54,100.00	\$54,100.00
	Subtotals	0.00	\$0.00	\$0.00	\$0.00	\$83,500.00	\$83,500.00

	Totals	1,964.50	\$305,582.89	\$5,977.91	\$19,339.20	\$83,500.00	\$414,400.00
--	---------------	-----------------	---------------------	-------------------	--------------------	--------------------	---------------------

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

Airport Name: Ottawa Municipal Airport (OWI)
Location: Ottawa, Kansas

Task Name: Summary of Basic & Special Services
Bidding, Construction Administration & Project Closeout
January 9, 2025

1 DIRECT SALARY COSTS

TITLE	HOURS	RATE/HR	COST (\$)		COST (\$)	COST (\$)
			OFFICE	FIELD		
Principal	2.5	\$110.00	\$275.00	\$0.00	\$0.00	\$0.00
Project Manager	110.5	\$85.00	\$9,392.50	\$0.00	\$0.00	\$0.00
Staff Civil Engineer	111.5	\$55.00	\$6,132.50	\$0.00	\$0.00	\$0.00
Assistant Civil Engineer	95.5	\$45.00	\$4,297.50	\$0.00	\$0.00	\$0.00
Staff Electrical Engineer	45.5	\$63.00	\$2,866.50	\$0.00	\$0.00	\$0.00
Senior Technician	16.5	\$44.00	\$726.00	\$0.00	\$0.00	\$0.00
Staff Technician	60.0	\$38.00	\$2,280.00	\$0.00	\$0.00	\$0.00
Resident Project Representative (RPR)	1096.0	\$41.00	\$0.00	\$44,936.00	\$0.00	\$0.00
RPR (OT)	408.0	\$61.50	\$0.00	\$25,092.00	\$0.00	\$0.00
Clerical	18.5	\$34.00	\$629.00	\$0.00	\$0.00	\$0.00
Total Hours	1,964.5					
Subtotal Direct Salary Costs			\$26,599.00	\$70,028.00		\$0.00
Total Direct Salary Costs						\$96,627.00

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

a General Administrative Overhead Rate (%):	OFFICE	175.000%	\$46,548.25			
b General Administrative Overhead Rate (%):	FIELD	175.000%		\$122,549.00		
c General Administrative Overhead Rate (%):	Sub	175.000%				\$0.00
d Facilities Capital Cost of Money (FCMM) Rate (%):	OFFICE	0.000%	\$0.00			
e Facilities Capital Cost of Money (FCMM) Rate (%):	FIELD	0.000%		\$0.00		
f Facilities Capital Cost of Money (FCMM) Rate (%):	Sub	0.000%				\$0.00

3 SUBTOTAL

Sum of Items 1, 2a, 2b & 2c			\$73,147.25	\$192,577.00		\$0.00
--	--	--	--------------------	---------------------	--	---------------

4 PROFIT/FIXED FEE

Profit/Fixed Fee (%) : 15.00%	(Profit/Fixed Fee x Item 3)		\$10,972.09			
15.00%				\$28,886.55		
15.00%						\$0.00
Total Profit/Fixed Fee						\$39,858.64

5 SUMMARY OF ITEMS 2, 3 & 4

Sum of Item 2.d, 2.e, 2.f, 3 & 4:			\$84,119.34	\$221,463.55		\$0.00
Total Lump Sum Fee						\$305,582.89

6 OUT OF POCKET EXPENSES

Items	Units	Cost per Unit	No. of Units	COST (\$)	No. of Units	COST (\$)	No. of Units	COST (\$)
Travel	Miles	\$0.70	714.00	\$499.80	14,416.00	\$10,091.20	0.00	\$0.00
Daily Food	Per Diem	\$68.00	7.00	\$476.00	136.00	\$9,248.00	0.00	\$0.00
Daily Lodging	Per Diem	\$110.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Plotting	Per SF	\$2.00	372.00	\$744.00	0.00	\$0.00	0.00	\$0.00
Drawings	Per SF	\$1.68	2,232.00	\$3,749.76	0.00	\$0.00	0.00	\$0.00
Printing	Per Page	\$0.15	2,000.00	\$300.00	0.00	\$0.00	0.00	\$0.00
Phone, Personal & Misc.	Each	\$1.00	208.35	\$208.35	0.00	\$0.00	0.00	\$0.00
Subtotal of Out of Pocket Expenses:				\$5,977.91		\$19,339.20		\$0.00
Total of Out of Pocket Expenses: (Not to Exceed)								\$25,317.11

7 SUBCONSULTANTS

Items	COST (\$)	COST (\$)	COST (\$)
Material Testing	\$0.00	\$0.00	\$83,500.00
Subtotal of Subconsultant Costs:	\$0.00	\$0.00	\$83,500.00
Total of Subconsultant Costs: (Not to Exceed)			\$83,500.00

8 MAXIMUM TOTAL FEE

Subtotal of Total Fee:	\$90,097.25	\$240,802.75	\$83,500.00
Total Fee: (Not to Exceed)			\$414,400.00

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

Airport Name: Ottawa Municipal Airport (OWI)
Location: Ottawa, Kansas

Task Name: *Summary of Basic & Special Services*
Bidding, Construction Administration & Project Closeout
January 9, 2025

Classification:		Principal	Project Manager	Staff Civil Engineer	Assistant Civil Engineer	Staff Electrical Engineer	Senior Technician	Staff Technician	Resident Project Representative (RPR)	RPR (OT)	Clerical	Expenses & Consultant Services
Gross Hourly Rate		\$347.88	\$268.81	\$173.94	\$142.31	\$199.24	\$139.15	\$120.18	\$129.66	\$194.49	\$107.53	
BASIC SERVICES												
Task No.	Task Name:											
1	Bidding Services											
Total Number of Hours	80.5	0.0	26.0	20.0	9.0	9.5	2.5	9.0	0.0	0.0	4.5	80.5
Total Costs	\$20,600.00	\$0.00	\$6,989.13	\$3,478.75	\$1,280.81	\$1,892.76	\$347.88	\$1,081.58	\$0.00	\$0.00	\$483.86	\$5,045.24
Task No.	Task Name:											
2	Construction Phase Services (Base)											
Total Number of Hours	747.0	1.0	40.0	38.5	51.5	29.0	1.0	14.0	408.0	150.0	14.0	747.0
Total Costs	\$124,300.00	\$347.88	\$10,752.50	\$6,696.59	\$7,329.09	\$5,777.89	\$139.15	\$1,682.45	\$52,902.30	\$29,174.06	\$1,505.35	\$7,992.74
Task No.	Task Name:											
3	Construction Phase Services (Add Alt)											
Total Number of Hours	1,017.5	1.0	26.0	24.5	8.5	4.5	1.0	6.0	688.0	258.0	0.0	1,017.5
Total Costs	\$166,200.00	\$347.88	\$6,989.13	\$4,261.47	\$1,209.66	\$896.57	\$139.15	\$721.05	\$89,207.80	\$50,179.39	\$0.00	\$12,247.92
Task No.	Task Name:											
4	Project Closeout											
Total Number of Hours	119.5	0.5	18.5	28.5	26.5	2.5	12.0	31.0	0.0	0.0	0.0	119.5
Total Costs	\$19,800.00	\$173.94	\$4,973.03	\$4,957.22	\$3,771.28	\$498.09	\$1,669.80	\$3,725.43	\$0.00	\$0.00	\$0.00	\$31.21
	Task Name:											
	Summary of Basic Services											
Total Number of Hours	1,964.5	2.5	110.5	111.5	95.5	45.5	16.5	60.0	1,096.0	408.0	18.5	1,964.5
Total Costs	\$330,900.00	\$869.69	\$29,703.78	\$19,394.03	\$13,590.84	\$9,065.31	\$2,295.98	\$7,210.50	\$142,110.10	\$79,353.45	\$1,989.21	\$25,317.11

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

Airport Name: Ottawa Municipal Airport (OWI)
Location: Ottawa, Kansas

Task Name: *Summary of Basic & Special Services*
Bidding, Construction Administration & Project Closeout
January 9, 2025

Classification:		Principal	Project Manager	Staff Civil Engineer	Assistant Civil Engineer	Staff Electrical Engineer	Senior Technician	Staff Technician	Resident Project Representative (RPR)	RPR (OT)	Clerical	Expenses & Consultant Services
Gross Hourly Rate		\$347.88	\$268.81	\$173.94	\$142.31	\$199.24	\$139.15	\$120.18	\$129.66	\$194.49	\$107.53	
SPECIAL SERVICES												
Task No.	Task Name:											
1	Material Testing-50 days (Base)											
Total Number of Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Costs	\$29,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,400.00
Task No.	Task Name:											
2	Material Testing-86 days (Add Alt)											
Total Number of Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Costs	\$54,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,100.00
	Task Name:											
	Summary of Special Services											
Total Number of Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Costs	\$83,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$83,500.00
	Task Name:											
	Summary of Basic & Special Services											
Total Number of Hours	1,964.5	2.5	110.5	111.5	95.5	45.5	16.5	60.0	1,096.0	408.0	18.5	1,964.5
Total Costs	\$414,400.00	\$869.69	\$29,703.78	\$19,394.03	\$13,590.84	\$9,065.31	\$2,295.98	\$7,210.50	\$142,110.10	\$79,353.45	\$1,989.21	\$108,817.11

EXHIBIT-2

Date:	1/9/2025
Airport Name:	Ottawa Municipal Airport (OWI)
Location:	Ottawa, Kansas
Owner:	City of Ottawa, Kansas
Contact:	Brian Silcott, City Manager
Address:	101 South Hickory Street
City/State:	Ottawa, Kansas 66067-0060
Project Name:	Parallel Taxiway Reconstruction
Project Number:	TBD
Project Description:	Bidding, Construction Administration & Project Closeout
Engineer/Planner of Record:	Benesch
IFE Engineer:	HADEL IFEs, LLC
Email:	dgh1982ku@gmail.com
Phone:	816-805-1941

FINANCIALS	OFFICE	FIELD	Sub/CW
General Administrative Overhead Rate	175.000%	175.000%	175.000%
Facilities Capital Cost of Money (FCMM)	0.000%	0.000%	0.000%
Profit/Fixed Fee (%)	15.00%	15.00%	15.00%
Location Indicator:	1	2	3

		Location Indicator, Gross Hourly Rates, Hourly Rates, Project Titles & Estimated Hours										EXPENSES			
		1	1	1	1	1	1	1	2	2	1	3			
		\$347.88	\$268.81	\$173.94	\$142.31	\$199.24	\$139.15	\$120.18	\$129.66	\$194.49	\$107.53	SUBCONSULTANTS			
		\$110.00	\$85.00	\$55.00	\$45.00	\$63.00	\$44.00	\$38.00	\$41.00	\$61.50	\$34.00	Service Quotes			
		Principal	Project Manager	Staff Civil Engineer	Assistant Civil Engineer	Staff Electrical Engineer	Senior Technician	Staff Technician	Resident Project Representative (RPR)	RPR (OT)	Clerical	Material Testing			
Task No.	BASIC SERVICES												Totals		
	Task Name:	Subtask No.	Subtask:	No. of Drawings:											
	1	Bidding Services													
		1.01	Bid Package Preparation/Printing/Pre-Bid Meeting			4.0	4.0	3.0	3.0	1.0	3.0	1.0			19.0
		1.02	Answer Bidder Questions			2.0	8.0		4.0	0.5	2.0	2.0			18.5
	1.03	Attend Bid Opening/Bid Evaluation/Bid Recommendation			12.0	4.0	2.0	0.5			0.5	19.0			
	1.04	Prepare IFC/Assemble Final Contract Documents			8.0	4.0	4.0	2.0	1.0	4.0	1.0	24.0			
Total Number of Drawings		0													
Total Number of Hours		80.5	0.0	26.0	20.0	9.0	9.5	2.5	9.0	0.0	0.0	4.5	80.5		
Total Direct Labor Cost		\$4,918.50	\$0.00	\$2,210.00	\$1,100.00	\$405.00	\$598.50	\$110.00	\$342.00	\$0.00	\$0.00	\$153.00	\$4,918.50		
Total General Administrative Overhead Cost		\$8,607.38	\$0.00	\$3,867.50	\$1,925.00	\$708.75	\$1,047.38	\$192.50	\$598.50	\$0.00	\$0.00	\$267.75	\$8,607.38		
Total FCCM Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Total Profit		\$2,028.88	\$0.00	\$911.63	\$453.75	\$167.06	\$246.88	\$45.38	\$141.08	\$0.00	\$0.00	\$63.11	\$2,028.88		
Total Lump Sum Cost Per Project Title		\$15,554.76	\$0.00	\$6,989.13	\$3,478.75	\$1,280.81	\$1,892.76	\$347.88	\$1,081.58	\$0.00	\$0.00	\$483.86	\$15,554.76		
Total Task Lump Sum Cost		\$15,554.76													
Estimated Costs for Offices Expenses		\$5,045.24													
Estimated Costs for Field Expenses		\$0.00													
Estimated Costs for Contingency Worker Expenses		\$0.00													
Total Estimated Costs for Office, Field & Contingency Worker Expenses		\$5,045.24													
Total Subcontractor Costs		\$0.00													
Task	1	Total Costs											\$20,600.00		

Date:	1/9/2025
Airport Name:	Ottawa Municipal Airport (OWI)
Location:	Ottawa, Kansas
Owner:	City of Ottawa, Kansas
Contact:	Brian Silcott, City Manager
Address:	101 South Hickory Street
City/State:	Ottawa, Kansas 66067-0060
Project Name:	Parallel Taxiway Reconstruction
Project Number:	TBD
Project Description:	Bidding, Construction Administration & Project Closeout
Engineer/Planner of Record:	Benesch
IFE Engineer:	HADEL IFEs, LLC
Email:	dgh1982ku@gmail.com
Phone:	816-805-1941

FINANCIALS	OFFICE	FIELD	Sub/CW
General Administrative Overhead Rate	175.000%	175.000%	175.000%
Facilities Capital Cost of Money (FCMM)	0.000%	0.000%	0.000%
Profit/Fixed Fee (%):	15.00%	15.00%	15.00%
Location Indicator:	1	2	3

Task No.	Task Name:	Subtask No.	Subtask:	No. of Drawings:	Principal	Project Manager	Staff Civil Engineer	Assistant Civil Engineer	Staff Electrical Engineer	Senior Technician	Staff Technician	Resident Project Representative (RPR)	RPR (OT)	Clerical	Totals	Material Testing
					BASIC SERVICES											
2	Construction Phase Services (Base)															
		2.01	Pre-Construction Conference			12.0	8.0		8.0			8.0		1.0	37.0	
		2.02	Full-Time Observation (50-Days)									400.0	150.0		550.0	
		2.03	Quality Assurance Materials Testing (Reference Special Services Task 1)												0.0	
		2.04	Shop Drawing Reviews: Assume 20 with 25% resubmittals				12.0	45.0	17.5					13.0	87.5	
		2.05	Weekly Progress Reports: Prepared by RPR, Reviewed in-house			5.0	2.5	2.5							10.0	
		2.06	Pay Applications: Assume 3			3.0	6.0		1.5						10.5	
		2.07	Change Orders		1.0	12.0	10.0	4.0	2.0	1.0	6.0				36.0	
		2.08	Final Inspection			8.0					8.0				16.0	
		Total Number of Drawings		0												
		Total Number of Hours		747.0	1.0	40.0	38.5	51.5	29.0	1.0	14.0	408.0	150.0	14.0	747.0	\$0.00
		Total Direct Labor Cost		\$36,777.00	\$110.00	\$3,400.00	\$2,117.50	\$2,317.50	\$1,827.00	\$44.00	\$532.00	\$16,728.00	\$9,225.00	\$476.00	\$36,777.00	
		Total General Administrative Overhead Cost		\$64,359.75	\$192.50	\$5,950.00	\$3,705.63	\$4,055.63	\$3,197.25	\$77.00	\$931.00	\$29,274.00	\$16,143.75	\$833.00	\$64,359.75	
		Total FCCM Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Total Profit		\$15,170.51	\$45.38	\$1,402.50	\$873.47	\$955.97	\$753.64	\$18.15	\$219.45	\$6,900.30	\$3,805.31	\$196.35	\$15,170.51	
		Total Lump Sum Cost Per Project Title		\$116,307.26	\$347.88	\$10,752.50	\$6,696.59	\$7,329.09	\$5,777.89	\$139.15	\$1,682.45	\$52,902.30	\$29,174.06	\$1,505.35	\$116,307.26	\$0.00
		Total Task Lump Sum Cost		\$116,307.26											\$0.00	
		Estimated Costs for Offices Expenses		\$882.74												
		Estimated Costs for Field Expenses		\$7,110.00												
		Estimated Costs for Contingency Worker Expenses		\$0.00												
		Total Estimated Costs for Office, Field & Contingency Worker Expenses		\$7,992.74												
		Total Subcontractor Costs		\$0.00												
	Task 2	Total Costs		\$124,300.00												

Date:	1/9/2025
Airport Name:	Ottawa Municipal Airport (OWI)
Location:	Ottawa, Kansas
Owner:	City of Ottawa, Kansas
Contact:	Brian Silcott, City Manager
Address:	101 South Hickory Street
City/State:	Ottawa, Kansas 66067-0060
Project Name:	Parallel Taxiway Reconstruction
Project Number:	TBD
Project Description:	Bidding, Construction Administration & Project Closeout
Engineer/Planner of Record:	Benesch
IFE Engineer:	HADEL IFEs, LLC
Email:	dgh1982ku@gmail.com
Phone:	816-805-1941

FINANCIALS	OFFICE	FIELD	Sub/CW
General Administrative Overhead Rate	175.000%	175.000%	175.000%
Facilities Capital Cost of Money (FCMM)	0.000%	0.000%	0.000%
Profit/Fixed Fee (%)	15.00%	15.00%	15.00%
Location Indicator:	1	2	3

Task No.	Task Name:	Subtask No.	Subtask:	No. of Drawings:	Principal	Project Manager	Staff Civil Engineer	Assistant Civil Engineer	Staff Electrical Engineer	Senior Technician	Staff Technician	Resident Project Representative (RPR)	RPR (OT)	Clerical	Totals	Material Testing	
3	Construction Phase Services (Add Alt)		BASIC SERVICES														
		3.01	Full-Time Observation (86-Days)										688.0	258.0		946.0	
		3.02	Quality Assurance Materials Testing (Reference Special Services Task 2)													0.0	
		3.03	Weekly Progress Reports: Prepared by RPR, Reviewed in-house			9.0	4.5	4.5								18.0	
		3.04	Pay Applications: Assume 5			5.0	10.0			2.5						17.5	
		3.05	Change Orders			1.0	12.0	10.0	4.0	2.0	1.0	6.0				36.0	
3	Total Number of Drawings			0													
	Total Number of Hours			1,017.5	1.0	26.0	24.5	8.5	4.5	1.0	6.0	688.0	258.0	0.0	1017.5	\$0.00	
	Total Direct Labor Cost			\$48,680.50	\$110.00	\$2,210.00	\$1,347.50	\$382.50	\$283.50	\$44.00	\$228.00	\$28,208.00	\$15,867.00	\$0.00	\$48,680.50		
	Total General Administrative Overhead Cost			\$85,190.88	\$192.50	\$3,867.50	\$2,358.13	\$669.38	\$496.13	\$77.00	\$399.00	\$49,364.00	\$27,767.25	\$0.00	\$85,190.88		
	Total FCCM Cost			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	Total Profit			\$20,080.71	\$45.38	\$911.63	\$555.84	\$157.78	\$116.94	\$18.15	\$94.05	\$11,635.80	\$6,545.14	\$0.00	\$20,080.71		
	Total Lump Sum Cost Per Project Title			\$153,952.08	\$347.88	\$6,989.13	\$4,261.47	\$1,209.66	\$896.57	\$139.15	\$721.05	\$89,207.80	\$50,179.39	\$0.00	\$153,952.08	\$0.00	
	Total Task Lump Sum Cost			\$153,952.08												\$0.00	
	Estimated Costs for Offices Expenses			\$18.72													
	Estimated Costs for Field Expenses			\$12,229.20													
Estimated Costs for Contingency Worker Expenses			\$0.00														
Total Estimated Costs for Office, Field & Contingency Worker Expenses			\$12,247.92														
Total Subcontractor Costs			\$0.00														
Task	3	Total Costs		\$166,200.00													

Date:	1/9/2025
Airport Name:	Ottawa Municipal Airport (OWI)
Location:	Ottawa, Kansas
Owner:	City of Ottawa, Kansas
Contact:	Brian Silcott, City Manager
Address:	101 South Hickory Street
City/State:	Ottawa, Kansas 66067-0060
Project Name:	Parallel Taxiway Reconstruction
Project Number:	TBD
Project Description:	Bidding, Construction Administration & Project Closeout
Engineer/Planner of Record:	Benesch
IFE Engineer:	HADEL IFEs, LLC
Email:	dgh1982ku@gmail.com
Phone:	816-805-1941

FINANCIALS	OFFICE	FIELD	Sub/CW
General Administrative Overhead Rate	175.000%	175.000%	175.000%
Facilities Capital Cost of Money (FCMM)	0.000%	0.000%	0.000%
Profit/Fixed Fee (%):	15.00%	15.00%	15.00%
Location Indicator:	1	2	3

Task No.	Task Name:	Subtask No.	Subtask:	No. of Drawings:	Principal	Project Manager	Staff Civil Engineer	Assistant Civil Engineer	Staff Electrical Engineer	Senior Technician	Staff Technician	Resident Project Representative (RPR)	RPR (OT)	Clerical	Totals	Material Testing
					BASIC SERVICES										Totals	
4	Project Closeout															
		4.01	Contractor Coordination		0.5	12.0	8.0								20.5	
		4.02	Sponsor Certification for Final Acceptance			0.5		1.0							1.5	
		4.03	Final Outlay Report			0.5	1.5								2.0	
		4.04	Final Federal Financial Report			0.5	1.5								2.0	
		4.05	Final Project Cost Summary			0.5	1.5	0.5							2.5	
		4.06	Summary of DBE Utilization					1.0							1.0	
		4.07	Final Construction Report		0.0	1.0	4.0	8.5	0.0	0.0	0.0	0.0	0.0	0.0	13.5	
		4.08	As-Built Record Drawings & ALP Update			3.0	10.0	15.5	2.5	12.0	31.0				74.0	
		4.09	Sponsor Cover Letter			0.5	2.0								2.5	
		<i>Total Number of Drawings</i>		0												
		<i>Total Number of Hours</i>		119.5	0.5	18.5	28.5	26.5	2.5	12.0	31.0	0.0	0.0	0.0	119.5	\$0.00
		<i>Total Direct Labor Cost</i>		\$6,251.00	\$55.00	\$1,572.50	\$1,567.50	\$1,192.50	\$157.50	\$528.00	\$1,178.00	\$0.00	\$0.00	\$0.00	\$6,251.00	
		<i>Total General Administrative Overhead Cost</i>		\$10,939.25	\$96.25	\$2,751.88	\$2,743.13	\$2,086.88	\$275.63	\$924.00	\$2,061.50	\$0.00	\$0.00	\$0.00	\$10,939.25	
		<i>Total FCCM Cost</i>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		<i>Total Profit</i>		\$2,578.54	\$22.69	\$648.66	\$646.59	\$491.91	\$64.97	\$217.80	\$485.93	\$0.00	\$0.00	\$0.00	\$2,578.54	
		<i>Total Lump Sum Cost Per Project Title</i>		\$19,768.79	\$173.94	\$4,973.03	\$4,957.22	\$3,771.28	\$498.09	\$1,669.80	\$3,725.43	\$0.00	\$0.00	\$0.00	\$19,768.79	\$0.00
		Total Task Lump Sum Cost		\$19,768.79											\$0.00	
		<i>Estimated Costs for Offices Expenses</i>		\$31.21												
		<i>Estimated Costs for Field Expenses</i>		\$0.00												
		<i>Estimated Costs for Contingency Worker Expenses</i>		\$0.00												
		Total Estimated Costs for Office, Field & Contingency Worker Expenses		\$31.21												
		Total Subcontractor Costs		\$0.00												
		Task 4	Total Costs	\$19,800.00												

Date:	1/9/2025
Airport Name:	Ottawa Municipal Airport (OWI)
Location:	Ottawa, Kansas
Owner:	City of Ottawa, Kansas
Contact:	Brian Silcott, City Manager
Address:	101 South Hickory Street
City/State:	Ottawa, Kansas 66067-0060
Project Name:	Parallel Taxiway Reconstruction
Project Number:	TBD
Project Description:	Bidding, Construction Administration & Project Closeout
Engineer/Planner of Record:	Benesch
IFE Engineer:	HADEL IFEs, LLC
Email:	dgh1982ku@gmail.com
Phone:	816-805-1941

FINANCIALS	OFFICE	FIELD	Sub/CW
General Administrative Overhead Rate	175.000%	175.000%	175.000%
Facilities Capital Cost of Money (FCMM)	0.000%	0.000%	0.000%
Profit/Fixed Fee (%)	15.00%	15.00%	15.00%
Location Indicator:	1	2	3

Task No.	Task Name:	Subtask No.	Subtask:	No. of Drawings:	Principal	Project Manager	Staff Civil Engineer	Assistant Civil Engineer	Staff Electrical Engineer	Senior Technician	Staff Technician	Resident Project Representative (RPR)	RPR (OT)	Clerical	Totals	Material Testing	
1	Material Testing-50 days (Base)	1.01													0.0	\$29,400.00	
1	<i>Total Number of Drawings</i>				0												
	<i>Total Number of Hours</i>				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$29,400.00
	<i>Total Direct Labor Cost</i>				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<i>Total General Administrative Overhead Cost</i>				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<i>Total FCCM Cost</i>				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<i>Total Profit</i>				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<i>Total Lump Sum Cost Per Project Title</i>				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,400.00
	Total Task Lump Sum Cost				\$0.00												\$29,400.00
	<i>Estimated Costs for Offices Expenses</i>				\$0.00												
	<i>Estimated Costs for Field Expenses</i>				\$0.00												
<i>Estimated Costs for Contingency Worker Expenses</i>				\$0.00													
Total Estimated Costs for Office, Field & Contingency Worker Expenses				\$0.00													
Total Subcontractor Costs				\$29,400.00													
Task 1	Total Costs			\$29,400.00													

Task No.	Task Name:	Subtask No.	Subtask:	No. of Drawings:	Principal	Project Manager	Staff Civil Engineer	Assistant Civil Engineer	Staff Electrical Engineer	Senior Technician	Staff Technician	Resident Project Representative (RPR)	RPR (OT)	Clerical	Totals	Material Testing	
2	Material Testing-86 days (Add Alt)	2.01													0.0	\$54,100.00	
2	<i>Total Number of Drawings</i>				0												
	<i>Total Number of Hours</i>				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$54,100.00
	<i>Total Direct Labor Cost</i>				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<i>Total General Administrative Overhead Cost</i>				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<i>Total FCCM Cost</i>				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<i>Total Profit</i>				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<i>Total Lump Sum Cost Per Project Title</i>				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,100.00
	Total Task Lump Sum Cost				\$0.00												\$54,100.00
	<i>Estimated Costs for Offices Expenses</i>				\$0.00												
	<i>Estimated Costs for Field Expenses</i>				\$0.00												
<i>Estimated Costs for Contingency Worker Expenses</i>				\$0.00													
Total Estimated Costs for Office, Field & Contingency Worker Expenses				\$0.00													
Total Subcontractor Costs				\$54,100.00													
Task 2	Total Costs			\$54,100.00													

Date:	1/9/2025
Airport Name:	Ottawa Municipal Airport (OWI)
Location:	Ottawa, Kansas
Owner:	City of Ottawa, Kansas
Contact:	Brian Silcott, City Manager
Address:	101 South Hickory Street
City/State:	Ottawa, Kansas 66067-0060
Project Name:	Parallel Taxiway Reconstruction
Project Number:	TBD
Project Description:	Bidding, Construction Administration & Project Closeout
Engineer/Planner of Record:	Benesch
IFE Engineer:	HADEL IFEs, LLC
Email:	dgh1982ku@gmail.com
Phone:	816-805-1941

FINANCIALS	OFFICE	FIELD	Sub/CW
General Administrative Overhead Rate	175.000%	175.000%	175.000%
Facilities Capital Cost of Money (FCMM)	0.000%	0.000%	0.000%
Profit/Fixed Fee (%):	15.00%	15.00%	15.00%
Location Indicator:	1	2	3

SUMMARY OF BASIC SERVICES COSTS		Principal	Project Manager	Staff Civil Engineer	Assistant Civil Engineer	Staff Electrical Engineer	Senior Technician	Staff Technician	Resident Project Representative (RPR)	RPR (OT)	Clerical	Totals	Material Testing
Task Name:	Summary of Basic Services												
Total Number of Drawings	0												
Total Number of Hours	1,964.5	2.5	110.5	111.5	95.5	45.5	16.5	60	1096	408	18.5	1964.5	\$0.00
Total Direct Labor Cost	\$96,627.00	\$275.00	\$9,392.50	\$6,132.50	\$4,297.50	\$2,866.50	\$726.00	\$2,280.00	\$44,936.00	\$25,092.00	\$629.00	\$96,627.00	
Total General Administrative Overhead Cost	\$169,097.25	\$481.25	\$16,436.88	\$10,731.88	\$7,520.63	\$5,016.38	\$1,270.50	\$3,990.00	\$78,638.00	\$43,911.00	\$1,100.75	\$169,097.25	
Total FCCM Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Profit	\$39,858.64	\$113.44	\$3,874.41	\$2,529.66	\$1,772.72	\$1,182.43	\$299.48	\$940.50	\$18,536.10	\$10,350.45	\$259.46	\$39,858.64	
Total Lump Sum Cost Per Project Title	\$305,582.89	\$869.69	\$29,703.78	\$19,394.03	\$13,590.84	\$9,065.31	\$2,295.98	\$7,210.50	\$142,110.10	\$79,353.45	\$1,989.21	\$305,582.89	\$0.00
Total Task Lump Sum Cost	\$305,582.89												\$0.00
Estimated Costs for Offices Expenses	\$5,977.91												
Estimated Costs for Field Expenses	\$19,339.20												
Estimated Costs for Contingency Worker Expenses	\$0.00												
Total Estimated Costs for Office, Field & Contingency Worker Expenses	\$25,317.11												
Total Subcontractor Costs	\$0.00												
TOTAL SUMMARY OF BASIC SERVICES COSTS	\$330,900.00												

SUMMARY OF SPECIAL SERVICES COSTS		Principal	Project Manager	Staff Civil Engineer	Assistant Civil Engineer	Staff Electrical Engineer	Senior Technician	Staff Technician	Resident Project Representative (RPR)	RPR (OT)	Clerical	Totals	Material Testing
Task Name:	Summary of Special Services												
Total Number of Drawings	0.0												
Total Number of Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$83,500.00
Total Direct Labor Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total General Administrative Overhead Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total FCCM Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Profit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Lump Sum Cost Per Project Title	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$83,500.00
Total Task Lump Sum Cost	\$0.00												\$83,500.00
Estimated Costs for Offices Expenses	\$0.00												
Estimated Costs for Field Expenses	\$0.00												
Estimated Costs for Contingency Worker Expenses	\$0.00												
Total Estimated Costs for Office, Field & Contingency Worker Expenses	\$0.00												
Total Subcontractor Costs	\$83,500.00												
TOTAL SUMMARY OF SPECIAL SERVICES COSTS	\$83,500.00												

Date:	1/9/2025
Airport Name:	Ottawa Municipal Airport (OWI)
Location:	Ottawa, Kansas
Owner:	City of Ottawa, Kansas
Contact:	Brian Silcott, City Manager
Address:	101 South Hickory Street
City/State:	Ottawa, Kansas 66067-0060
Project Name:	Parallel Taxiway Reconstruction
Project Number:	TBD
Project Description:	Bidding, Construction Administration & Project Closeout
Engineer/Planner of Record:	Benesch
IFE Engineer:	HADEL IFEs, LLC
Email:	dgh1982ku@gmail.com
Phone:	816-805-1941

FINANCIALS	OFFICE	FIELD	Sub/CW
General Administrative Overhead Rate	175.000%	175.000%	175.000%
Facilities Capital Cost of Money (FCMM)	0.000%	0.000%	0.000%
Profit/Fixed Fee (%):	15.00%	15.00%	15.00%
Location Indicator:	1	2	3

		Principal	Project Manager	Staff Civil Engineer	Assistant Civil Engineer	Staff Electrical Engineer	Senior Technician	Staff Technician	Resident Project Representative (RPR)	RPR (OT)	Clerical			
SUMMARY OF BASIC & SPECIAL SERVICES COSTS													Material Testing	
Task Name:												Totals		
Summary of Basic & Special Services														
Total Number of Drawings	0													
Total Number of Hours	1,964.5	2.5	110.5	111.5	95.5	45.5	16.5	60.0	1096.0	408.0	18.5	1964.5	83500.00	
Total Direct Labor Cost	\$96,627.00	\$275.00	\$9,392.50	\$6,132.50	\$4,297.50	\$2,866.50	\$726.00	\$2,280.00	\$44,936.00	\$25,092.00	\$629.00	\$96,627.00		
Total General Administrative Overhead Cost	\$169,097.25	\$481.25	\$16,436.88	\$10,731.88	\$7,520.63	\$5,016.38	\$1,270.50	\$3,990.00	\$78,638.00	\$43,911.00	\$1,100.75	\$169,097.25		
Total FCCM Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Total Profit	\$39,858.64	\$113.44	\$3,874.41	\$2,529.66	\$1,772.72	\$1,182.43	\$299.48	\$940.50	\$18,536.10	\$10,350.45	\$259.46	\$39,858.64		
Total Lump Sum Cost Per Project Title	\$305,582.89	\$869.69	\$29,703.78	\$19,394.03	\$13,590.84	\$9,065.31	\$2,295.98	\$7,210.50	\$142,110.10	\$79,353.45	\$1,989.21	\$305,582.89	\$83,500.00	
Total Task Lump Sum Cost	\$305,582.89												\$83,500.00	
Estimated Costs for Offices Expenses	\$5,977.91													
Estimated Costs for Field Expenses	\$19,339.20													
Estimated Costs for Contingency Worker Expenses	\$0.00													
Total Estimated Costs for Office, Field & Contingency Worker Expenses	\$25,317.11													
Total Subcontractor Costs	\$83,500.00													
TOTAL SUMMARY OF BASIC & SPECIAL SERVICES COSTS	\$414,400.00													

Capital Improvement Plan

2024 *thru* 2029

City of Ottawa, Kansas

Project # AIR 23-002
 Project Name Reconstruct Taxiway



Type Improvement Department Airport
 Useful Life 40 years Contact Public Works Director
 Category Taxiways

Status Active

Total Project Cost: \$3,200,000

Description

When concrete was tested, it fell below the acceptable percentage of strength to be repaired and requires replacement, causing review and re-approval of the project by FAA. Project delayed from 2024 to 2025.

Justification

An Inspection was completed on the taxiway and the concrete did not pass. Rebuilding failing concrete on the current taxiway is the only way to keep the taxiway in use. Without a taxiway airplanes will have to use the runway for taxiing, landings and takeoffs. This will cause a back up of planes in the air and on the ground.

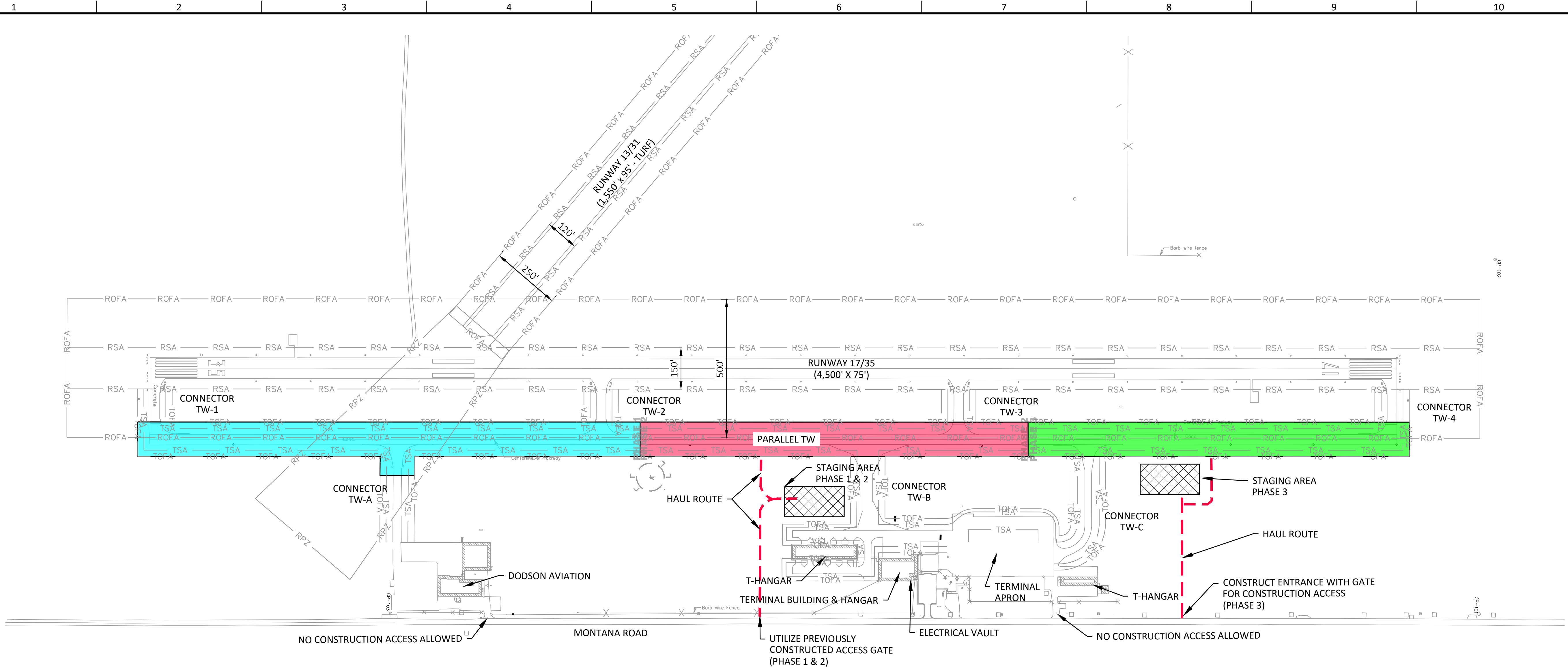
Expenditures	2024	2025	2026	2027	2028	2029	Total
Planning/Design	200,000						200,000
Construction/Maintenance		3,000,000					3,000,000
Total	200,000	3,000,000					3,200,000

Funding Sources	2024	2025	2026	2027	2028	2029	Total
Grant: FAA		989,000					989,000
Grants	180,000	1,711,000					1,891,000
Airport Fund	20,000	300,000					320,000
Total	200,000	3,000,000					3,200,000

Budget Impact/Other

This project will be funded through the FAA and will require a 10% match from the City. The 10% match source will need to be determined.

Budget Items	2024	2025	2026	2027	2028	2029	Total
Construction		300,000					300,000
Design	10,000						10,000
Total	10,000	300,000					310,000



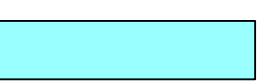

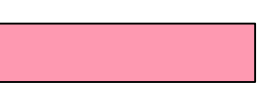

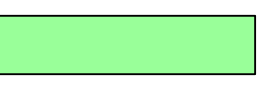

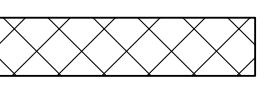



CSPP OVERALL PLAN
Scale: 1" = 200' (Full Size)

NOTES:

- PHASING SHALL BE DONE IN THE PHASING ORDER SHOWN EXCEPT WITH WRITTEN APPROVAL OF THE ENGINEER. IF THE CONTRACTOR REQUESTS CHANGES TO THE ORDER OF PHASES, THE CONTRACTOR SHALL BE REQUIRED TO PRESENT A PLAN TO THE ENGINEER FOR APPROVAL. AREAS OPEN TO AIRCRAFT SHALL BE FREE OF FOD, OPEN EXCAVATIONS SHALL BE FILLED OR COVERED, TAXIWAY LIGHTING SYSTEM OPERABLE (LIGHTS OR REFLECTORS) AND ALL SAFETY AREA REQUIREMENTS MET.
- PHASES MUST BE COMPLETED IN A LINEAR ORDER AND MAY NOT OVERLAP IN DURATION. NO CONCURRENT COMPLETION OF INDIVIDUAL PHASES WILL BE ALLOWABLE.
- COVER EXISTING TAXIWAY LIGHTS PER PHASE (80 REQUIRED). REFER TO SHEET 12 (GC.008) FOR TYPICAL LIGHT COVER DETAIL.
- COVER EXISTING TAXIWAY GUIDANCE SIGNS PER PHASE (2 REQUIRED). REFER TO SHEET 12 (GC.008) FOR TYPICAL SIGN COVER DETAIL.

SAFETY AREA & OBJECT FREE AREA WIDTH TABLE					
	ADG/TDG	PAVEMENT WIDTH	OVERALL SAFETY AREA WIDTH	OVERALL OBJECT FREE AREA WIDTH	RUNWAY OBJECT FREE ZONE
RW 17/35	B-II	75'	150'	500'	400'
RW 13/31	A-I (S)	TURF	120'	250'	250'
TAXIWAYS	2	35'	79'	124'	NA

LEGEND

	Phase 1 Work Area		RSA	Runway Safety Area
	Phase 2 Work Area		ROFA	Runway Object Free Area
	Phase 3 Work Area		TSA	Taxiway Safety Area
	Staging Area		TOFA	Taxiway Object Free Area
	Haul Route		RPZ	Runway Protection Zone

NO.	REVISIONS	DATE

CSPP OVERALL PLAN

**OTTAWA MUNICIPAL AIRPORT (OWI)
OTTAWA, KS
RECONSTRUCT PARALLEL TAXIWAY**

benesch
Alfred Benesch & Company
2627 KFB Plaza, Suite 102W
Manhattan, Kansas 66503
785-539-2202 Job No. - 131002.00

DESIGNED BY: JRK
CHECKED BY: JRK
REVIEWED BY: JRK
DATE: FEBRUARY 14, 2024 (95%)

PROJECT: OWI TWY RECON
DATE: FEBRUARY 14, 2024 (95%)
SHEET: 8/62
DRAWING NO.: GC.004

File Location: Y:\Kma\1310005\131002.00_OWI_Taxiway_Design\Eng_Docs\Sheets\CSPP\131002.00-OWI-CSPP-PLAN.dwg [Plot Date: 2/15/2024 5:52:15 PM] [Last Saved: 2/14/2024 4:04:26 PM; Btremblay]