

City of Hannibal
OFFICIAL COUNCIL AGENDA

**Tuesday, March 4, 2025
Council Chambers
7:00 p.m.**

Meetings are open to the public, however, if you would like to view the meeting, you may do so using the following instructions:

City Council meetings will be videotaped to be shown live on the City of Hannibal YouTube page.

Although the meeting will be shown live, residents will also be able to watch the meeting on the YouTube page after the meeting.

The instructions to watch the meetings online follow:

- 1. Type in www.youtube.com in the web browser*
- 2. Type in City of Hannibal in the "Search" bar and hit Enter and hit the magnifying glass on the right side of the search bar.*
- 3. Click on "City of Hannibal" or the city of Hannibal crest.*
- 4. During the City Council meeting, there will be a red Thumbnail with the word "Live" on it.*
- 5. Click on the Thumbnail to watch the meeting.*
- 6. The meeting may be viewed on the website in its entirety after the meeting.*

ROLL CALL

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES

Regularly Scheduled Council Meeting – February 18, 2025

APPROVAL OF PAYROLL AND CLAIMS

Second Half – February 2025

PUBLIC COMMENTS

5 Minutes/ Sign Up Required

BARRY LOUDERMAN –MAYOR

5th Ward Candidate Forum

- Bill Dixon
- Paul Anderson
- Jeffrey Van Hoose
- Michael Fleetwood

Re: Appointment, 5th Ward Council Member

ADJOURNMENT

Sine-Die

Re: Oath of Office

➤ *5th Ward Council Member*

ROLL CALL

CALL TO ORDER

BARRY LOUDERMAN –MAYOR

Re: Recommendation of Re-Appointment

Hannibal Housing Authority

Chad Collier – re-appointment for a term to expire April 2028

Hannibal Municipal Assistance Corporation

Michael Holliday – re-appointment for a term to expire June 2027

Re: Proclamation for AmeriCorps - Week March 9-15, 2025

BLAKE KRAMER – 305 N. MAIN STREET

Re: Request to purchase City Property

MELISSA COGDAL –CITY CLERK
Re: Service Agreement with Hannibal Nutrition Center
(Resolution No. 2537-25 to follow, for approval)

LISA PECK –CITY MANAGER
Re: Amendment to the FY 2025 Payroll Ordinance
(Bill No. 25-039 to follow, for first reading)

Re: General Mills Lease 4th Amendment
(Resolution No. 2539-25 to follow, for approval)

Re: Recommendation of Appointment
Planning and Zoning Commission
Hunter Haynes – appointment for a term to expire June 2027

ANDREW DORIAN – DIRECTOR OF CENTRAL SERVICES
Re: Airport Fuel Farm Replacement Agreement
(Resolution No. 2538-25 to follow, for approval)

MATT MUNZLINGER – NORTH ST STORM SEWER PHASE 1 – CHANGE ORDER
Re: Easement – Work Change Order

MEGAN RAPP – MARK TWAIN BOYHOOD HOME EXECUTIVE DIRECTOR
Re: Revised Lease Agreement – Mark Twain Home Foundation
(Resolution No. 2536-25 to follow, for approval)

BILL NO. 25-039

AN ORDINANCE OF THE CITY OF HANNIBAL AMENDING THE FISCAL YEAR 2024/2025 PAYROLL ORDINANCE (NO. 2) RELATIVE TO THE RAISE AWARDED TO FIRE AND POLICE PERSONNEL

Emergency Reading

RESOLUTION NO. 2536-25

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF HANNIBAL AND THE MARK TWAIN HOME FOUNDATION FOR THE CONTINUED LEASING OF CITY PROPERTY TO BE INSURED AND MAINTAINED BY THE MARK TWAIN HOME FOUNDATION

RESOLUTION NO. 2537-25

A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR TO EXECUTE A ONE-YEAR SERVICE AGREEMENT BETWEEN THE CITY AND THE HANNIBAL NUTRITION CENTER IN THE AMOUNT OF \$18,357 FOR SENIOR MEALS AND RELATED SERVICES

RESOLUTION NO. 2538-25

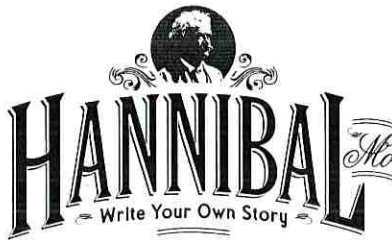
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$224,986 AVIATION PROJECT CONSULTANT AGREEMENT WITH WOOLPERT, INC. FOR THE ENGINEERING DESIGN, BIDDING AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE AIRPORT FUEL FARM REPLACEMENT PROJECT.

RESOLUTION NO. 2539-25

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING
THE MAYOR TO EXECUTE A FOURTH AMENDMENT TO THE
LEASE AGREEMENT WITH GM CEREALS PROPERTIES, INC.,
RELATIVE TO THE BASE RENT, FOR THE USE OF CITY
PROPERTY LOCATED AT 3752 WARREN BARRETT DRIVE,
HANNIBAL, MISSOURI.**

ADJORNMENT

Office of the



City Clerk

2/25/25
4:36pm
Left message

City Council Request to Speak

Council Meetings are held on the 1st & 3rd Tuesday of each month. The DEADLINE is 4:00 PM the THURSDAY PRIOR to the City Council Meeting.

Speakers MUST have Supporting Councils Signature Approval to be placed on the Council Agenda. If you do not wish to obtain a Council Person's Signature or are unable to do so, your matter will be placed on the Public Comment Section of the meeting.

Today's Date: 2 / 25 / 25

Date you wish to be placed on Agenda: 3 / 4 / 25

Name: Blake Kramer

Address: 305 N. Main

Phone #: (816) 679-3823

Subject: Purchase of City Property

Suggested Action: _____

Viaphone 2/26/25 (u)
Speaker's Signature

2/26/25 (u)
Date

Mike Dobson 2/25/25 (u)
Supporting Councils' Approval Signature
no phone

2/25/25 (u)
Date

Speakers shall be allowed up to a maximum of a (5) minute presentation. Speakers shall adhere to the above stated subject matter.

"Deadlines subject to change based on holiday schedule, etc.," contact the City Clerk's office for official deadline relating to the specific meeting.

City of Hannibal 320 Broadway, Hannibal, MO 63401

P 573.221.0111 F 573.221.8191

www.hannibal-mo.gov

mcogdal@hannibal-mo.gov

Hey Blake, let me talk with the Mayor and we will get back in touch with you tomorrow on the process.

Thanks

Get [Outlook for iOS](#)

From: Blake Kramer <kramer.blake@gmail.com>

Sent: Thursday, February 20, 2025 3:59:05 PM

To: Mike McHargue <MMcHargue@hannibal-mo.gov>; Andy Dorian <ADorian@hannibal-mo.gov>

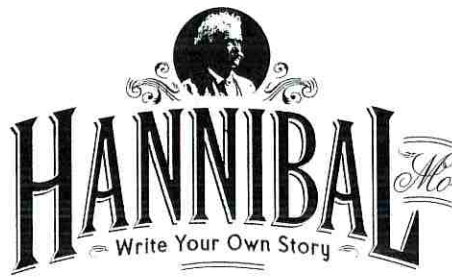
Subject: Purchase of property from city

Good afternoon Mike and Andy,

I have recently obtained updated survey results for the project I was proposing at 305 North Main regarding the stairs to access the door to our apartment. There appears to not be enough space to add our proposed steps on existing property. I would like to move forward with the process recommended by the city attorney to purchase a portion of that parking lot to place our stairs. Please let me know what I need to do and who I need to talk with to start that process. I would like to move as quickly as possible since we are almost finished with the upstairs renovation.

Thank you,
Blake Kramer
816-679-3823

Office of City Clerk



Melissa Cogdal
City Clerk

MEMORANDUM

TO: Mayor Louderman & Members of the City Council
FROM: Melissa Cogdal, City Clerk
DATE: February 25, 2025
SUBJECT: 5th Ward Council Member – Letters of Interest

Below are the **four (4)** interested parties who have submitted letters of interest for the 5th Ward Council Member position, listed in the order received:

<i>Name</i>	<i>Address</i>	<i>25 years of age</i>	<i>US Citizen</i>	<i>Registered Voter</i>	<i>Inhabitant City – 1 yr.</i>	<i>Resident 6th Ward – 6 mos.</i>	<i>City Taxes Paid</i>
Bill Dixon	1717 35 th Street	✓	✓	✓	✓	✓	✓
Paul Anderson	77 Lake Apollo Drive	✓	✓	✓	✓	✓	✓
Jeffrey Van Hoose	3235 James Road	✓	✓	✓	✓	✓	✓
Michael Fleetwood	1713 Price Street	✓	✓	✓	✓	✓	✓

I have verified at least **four (4)** of the interested parties meet the minimum, advertised qualifications of:

- At least 25 years of age
- Citizen of the United States
- Registered voter of the City of Hannibal
- Inhabitant of the City for at least one (1) year
- Resident of the 5th Ward for at least six (6) months preceding appointment
- No person shall be entitled to hold any office who is in arrears for any City taxes.

The candidates have been advised they are to appear at the March 4, 2025 Council meeting to participate in the interview process. Attached you will find the letter of interest submitted by each candidate; all the other documentation is on file in my office if you wish to review.

Should you require additional information, or I can be of further assistance in 5th Ward Council Member selection process, please let me know.

January 23, 2025

This letter is to express my interest in the 5th ward City Council seat vacancy. The following is a brief introduction and why I would make a good appointment for councilor.

I am a 20 year resident of Hannibal, moving here after retiring from the U.S Navy in 2005. I have always lived in the 5th ward during this tenure.

While living in the Oakwood area of Hannibal I have grown attached to this hard working community. It would give me great pleasure to serve this community, to maintain the aspects of the community that are working, and to continue to strive for better.

Progress with Purpose and Pride has always been one of my feelings about the local happenings in and around the community.

As a former legion rider and participating member of the American Legion, I have participated in many worthwhile activities to support the community.

I believe in open dialogue and collaboration through social media and community platforms to discuss issues that impact our community.

I look forward to sharing my views with you and or the council and can be available on short notice.

Bill Dixon
1717 35th St
Hannibal, MO 63401

billdixon@hotmail.com

573-629-9332 My cell

PAUL FRANKLIN ANDERSON
Retired, USAF
77 Lake Apollo Dr
Hannibal, Missouri 63401
Paul.franklin.anderson@gmail.com
505-639-6602

Hannibal City Council
Office of City Clerk
320 Broadway
Hannibal, MO 63401

February 19, 2025

Letter of Interest for City Council Position in the 5th Ward

Dear Members of the Hannibal City Council,

I am writing to formally express my interest in serving as a member of the Hannibal City Council. As a dedicated resident of Hannibal, I am deeply invested in our city's future and eager to contribute my time, skills, and passion to making our community a great place for everyone to be proud to call home.

My wife and I moved to Hannibal 4 years ago and we have a 16-year-old daughter. I finished my time in the military at Cannon AFB in New Mexico and we moved back to be close to family. After 20 years of military service in the Air Force, I honorably retired in 2021. During my service, I spent my time at 10 duty stations worldwide, including 3 separate deployments to the Middle East. While at each of the 10 duty stations, I volunteered in each community to help make each a better place. This has always given me gratification and I would enjoy the opportunity to continue my service here in Hannibal. I've obtained knowledge and training in both the construction and maintenance career fields.

I believe I can offer valuable insight to the Council from a world perspective. I am particularly passionate about economic development, public safety, infrastructure and community engagement and would be honored to work alongside fellow council members to address the needs and aspirations of our residents.

I take great pride in Hannibal's rich history and potential for growth. My goal as a council member would be to listen to the concerns of our citizens, advocate for responsible policies, and help create an environment where businesses, families, and individuals can thrive. I am committed to transparent governance, collaboration, and ensuring that our city's decisions reflect the best interests of its people.

I would appreciate the opportunity to discuss my qualifications further and learn more about how I can serve Hannibal in this capacity. Please let me know if there are any additional materials you need from me. Thank you for your time and consideration—I look forward to the possibility of contributing to our city's future.

Sincerely,

A handwritten signature in cursive script, reading "Paul Franklin Anderson", followed by a long horizontal flourish line.

Paul Franklin Anderson

Jeffrey Van Hoose
3235 James Rd
Hannibal, MO

I would like to be considered to fill the current vacancy on the council in the 5th ward seat.

My Background:

Born and raised in Hannibal and have lived and worked in town my entire life, all 36 years of it. Went to Stowell, HMS, and then HHS, graduating in 2006. Got my associate's degree from MACC after that and joined the workforce. On the tail end of finishing my bachelor's as I work at General Mills. I have been employed by General Mills for the last 12 years. Started as operator and currently support the plant as a Training Specialist, helping to push training digital to increase both accuracy and speed of hands-on training. I currently reside on James Rd in the boundaries of the 5th Ward and have been living at this address for around 10 or 11 years. I have been married for 12 ½ years.

In my current role which I have held for 6 years now, I have had endless experience interacting with people. Learning how to interact with people from all walks of life, and discovering ways to communicate, lead, and influence them to drive tangible results. Between my work and my classwork, I understand accounting, budgets, planning long term goals, driving deliverable metrics. As well as being accountable for my words and promises and actions.

Why do I want to be considered?:

I feel obligated to give back to the city I have lived in my entire life. And as a lifelong resident with no plans of moving, as well as working in this city my whole life, I feel I can relate to and attempt to represent the residents of Ward 5.

Michael Fleetwood

1713 Price Avenue
Hannibal, MO 63401

(217) 653-3163

mike@fleetwoodconsulting.com

February 25, 2025

To the Hannibal City Council,,

My name is Michael Fleetwood and I am interested in the 5th Ward Council Member position.

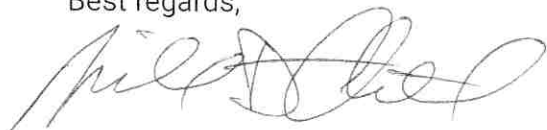
I have resided in Hannibal since October of 2022. My wife and I have owned a commercial building at 210 Broadway since November of 2021, We were originally from the Quincy, IL area and raised our family in Mendon, IL. In February of 2014 I accepted a position as a Senior Manager for a large IT Distributor in Greenville, South Carolina. I retired in April of 2022 with plans to move back to the area to be close to family. We chose Hannibal to move to over many other towns in the area and are very happy we did. I would enjoy representing the occupants of the 5th Ward and getting to know even more about the town I have chosen to retire in.

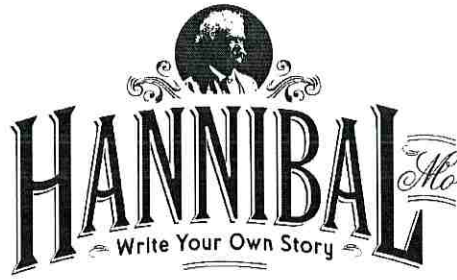
My wife runs the Davis and Associates Realtors Office as the Missouri Broker for the Illinois based office. We are members of the Hannibal Chamber of Commerce and serve as Ambassadors. I have been in management since the 80's and I think I could bring a wide variety of experiences to the Hannibal City Council. I have owned many businesses in the Tri State Area. I have never served in a municipal role before. My training as a Counselor/ Therapist and my many years of training businesses in IT Management and Sales Skills should offer some perspective to the Council in these changing times. As a professional Keynote Speaker I was able to accomplish many things on my worklife Bucket list. One of the highlights was presenting to Congress with Google on the security of the Cloud.

I have recently been working with Lisa Peck, Maria Kuhns, Carla Potts and many other local business leaders on the housing issues, recruiting outside investments and sharing the benefits of Hannibal, Mo to Investors and Investor organizations across the country.

I look forward to the opportunity to speak with you if I am selected for an interview.

Best regards,

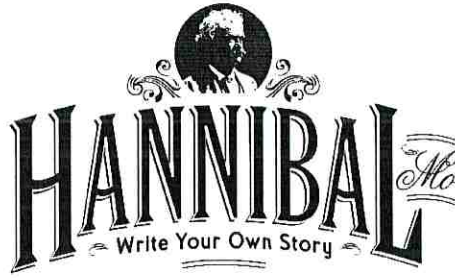




MEMORANDUM

To: Melissa Cogdal - City Clerk
From: Barry Louderman - Mayor
Re: Hannibal Housing Authority
Date: February 27, 2025

Please submit Chad Collier's name to the next Council agenda for reappointment to the Hannibal Housing Authority. The term will expire April 2028.



MEMORANDUM

To: Melissa Cogdal - City Clerk

From: Barry Louderman - Mayor

Re: Hannibal Municipal Assistance Corporation

Date: February 26, 2025

Please submit Michael Holliday's name to the next Council agenda for reappointment to the Hannibal Municipal Assistance Corporation. The term will expire in June 2027.

CITY OF HANNIBAL
PROCLAMATION
AMERICORPS WEEK
MARCH 9 - 15, 2025

WHEREAS, over thirty years ago Congress established AmeriCorps – formerly the Corporation for National and Community Service – to unite national service programs under one agency, create service opportunities that strengthen communities, and expand pathways to education, careers, and civic participation for those who serve, and

WHEREAS, service is a hallmark of the American character and has the unique ability to bring people of all backgrounds together in common cause, and throughout our history citizens have stepped up to meet our most pressing challenges of the day by volunteering in their communities; and

WHEREAS, AmeriCorps Seniors programs provide opportunities for more than 200,000 Americans to serve their country through service at nonprofits, schools, public agencies, and community and faith-based groups across the country; and

WHEREAS, in Hannibal, Missouri, dozens of AmeriCorps Seniors volunteers of diverse ages and backgrounds helped to meet local needs at multiple locations in Hannibal by responding, tutoring or mentoring children and youth, supporting veterans and military families, fighting food insecurity and supporting Christmas benevolence programs; and

WHEREAS, AmeriCorps Seniors volunteers encourage collaboration and partnerships, leveraging millions of volunteers in service and acquiring the support of business, foundation, and other local partners to increase the effectiveness of their initiatives; and

WHEREAS, AmeriCorps Seniors programs bring people together across race, age, and zip code to address critical issues facing the country, forge relationships and cultivate mutual respect, and help build resilient and thriving communities; and

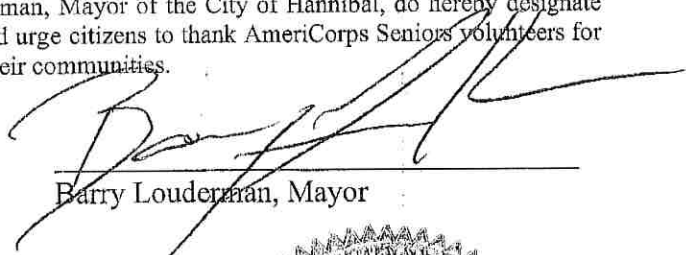
WHEREAS, AmeriCorps Seniors volunteers demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, through their service, AmeriCorps Seniors volunteers strengthen the lives of their families, communities, and Northeast Missouri as a whole; and


WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

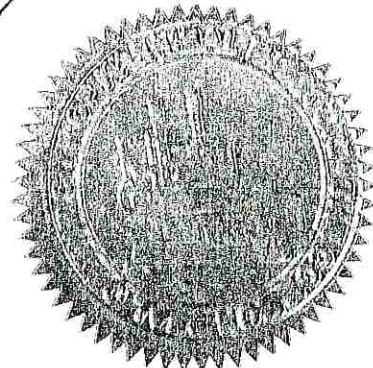
WHEREAS, AmeriCorps Week is an opportunity to recognize the dedication and commitment of the millions of Americans who have served in AmeriCorps Seniors and their community partners, and to encourage more Americans to follow their footsteps in service.

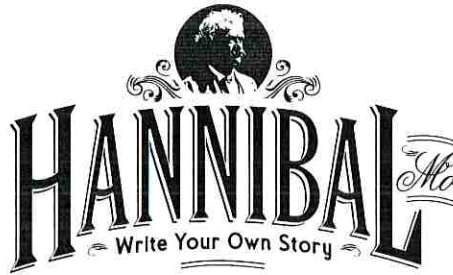
THEREFORE, BE IT RESOLVED that I, Barry Louderman, Mayor of the City of Hannibal, do hereby designate March 9-15, 2025, as AmeriCorps Week in Hannibal, and urge citizens to thank AmeriCorps Seniors volunteers for their service and to find their own ways to give back to their communities.


Barry Louderman, Mayor

ATTEST:


Melissa Cogdal, City Clerk





MEMORANDUM

TO: Mayor Louderman and City Council

FROM: Melissa Cogdal, City Clerk

RE: Service Agreement with the Hannibal Nutrition Center

Date: February 26, 2025

The FY-2024/2025 budget contains an appropriation of \$18,357 for the Service Agreement with the Hannibal Nutrition Center. The City Council voted on June 4, 2024, to approve the funds to be allocated to Hannibal Nutrition Center in the 2024/2025 Budget.



I would like to thank the Council for allowing us this time to submit our annual report.

In our 2024 fiscal year, we served over 120,000 meals with 2/3 (over 80,000) of those going to home delivered participants. We serve approximately 600-700 meals per day, with our drivers driving 250 miles per day to deliver.

We also deliver to many adult day programs, such as: Comprehensive Health Systems, Preferred Family Healthcare, Aces, Skills Development and Bridges Day Program.

We also served another 90,000 meals to the two state contracts that we have. These meals are served 3 times a day, 365 days a year.

Our mission statement still remains true: to provide nutritious meals and a daily contact to all seniors in our area, helping them maintain independence, dignity and a higher quality of life. Never will a senior in our service area be denied a meal because of their inability to pay. With high inflation and government funding sources constantly changing, it has become an increasingly challenging mission. While our main task is providing a meal, for our home delivered clients we are also there to provide an encouraging smile and a daily contact.

As always, I would like to thank you for your continued support of the seniors in our area. We are incredibly grateful and please know that YOU make a huge difference.

Sincerely,

Margee Tucker

Executive Director

CONTRACT FOR SERVICES
HANNIBAL NUTRITION CENTER

WHEREAS, the City of Hannibal is a municipal corporation, and is authorized to engage in activities to promote the health and welfare of its citizens, and

WHEREAS, the Hannibal Nutrition Center provides services to the elderly and the infirm in this community.

NOW THEREFORE, be it agreed by the parties that the Hannibal Nutrition Center shall provide meals for the elderly and the infirm of this community. These meals shall consist of both congregational meal settings and home delivery meals. The Hannibal Nutrition Center shall also provide senior activities, meeting space, serve as a forum for service clubs, for appropriate presentations, lectures, speaking engagements, and other community needs, as scheduling allows.

The City of Hannibal agrees to pay the Hannibal Nutrition Center the sum of \$18,357 during the current fiscal year. The Hannibal Nutrition Center shall provide yearly reports showing the numbers of meals provided.

Agreed to this ____ day of _____, 2025.

Hannibal Nutrition Center, Director

Barry Louderman, Mayor

Attest:

Melissa Cogdal, City Clerk

RESOLUTION NO. 2537-25

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR TO
EXECUTE A ONE-YEAR SERVICE AGREEMENT BETWEEN THE CITY AND THE
HANNIBAL NUTRITION CENTER IN THE AMOUNT OF \$18,357 FOR SENIOR
MEALS AND RELATED SERVICES**

WHEREAS, the City is a municipal corporation, and is authorized to engage in activities to promote the health and welfare of its citizens, and

WHEREAS, the Hannibal Nutrition Center has agreed to provide meals for the elderly and the infirm of this community, pursuant to the attached Service Agreement.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF HANNIBAL, MISSOURI:

SECTION ONE: The Mayor is hereby authorized to execute a one-year Service Agreement with the Hannibal Nutrition Center in the amount of \$18,357 for the provision of senior services, including meals and other related services.

SECTION TWO: This Resolution shall become effective immediately upon its adoption.

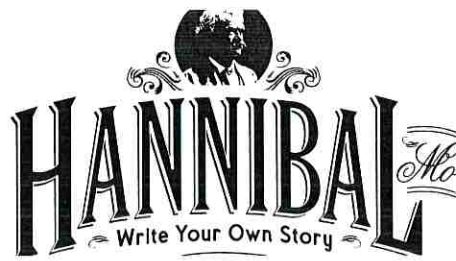
ADOPTED this 4th day of March, 2025

APPROVED this 4th day of March, 2025

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk



MEMORANDUM

TO: Mayor and City Council

FROM: Bianca Quinn, Finance Director

DATE: February 19, 2025

SUBJECT: Amendment to the FY25 Payroll Ordinance

As Council has voted on February 6, 2025 to increase the Fire and Police personnel salaries to a total of 7% for FY2025, we will need to amend the FY2025 Payroll Ordinance to reflect those increases.

I ask for your approval for this amendment to the FY2025 Payroll Ordinance.

Bianca

EMERGENCY READING: 03.04.2025

**AN ORDINANCE OF THE CITY OF HANNIBAL AMENDING THE FISCAL YEAR 2024/2025
PAYROLL ORDINANCE (NO. 2) RELATIVE TO THE RAISE AWARDED TO FIRE AND
POLICE PERSONNEL**

WHEREAS, the Council voted to increase the salaries for Fire and Police personnel on February 6, 2025 and;

WHEREAS, the Council wishes to bring the total raise during FY2025 for Fire and Police personnel to a total of 7%, and;

WHEREAS, this change requires an amendment to the payroll ordinance;

**NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HANNIBAL,
MISSOURI:**

SECTION ONE: The fiscal year 2024/2025 payroll ordinance is hereby amended to include the following changes/additions:

(A) The following salaries shall be payable to the following appointed Officers of the City.

Police Chief	\$100,738.16
Fire Chief	\$ 96,522.47

(B) The following salaries shall be payable to the employees hereinafter named for their services performed.

Deputy Fire Chief	\$ 74,914.12
Assistant Fire Chief	\$ 78,289.01
Assistant Fire Chief	\$ 75,992.15
Assistant Fire Chief	\$ 66,462.14
Assistant Fire Chief	\$ 63,558.88
Assistant Fire Chief - Training	\$ 69,498.03
Fire Captain	\$ 75,801.04
Fire Captain	\$ 65,315.27
Fire Captain (2)	\$ 62,462.11
Fire Captain	\$ 57,981.10
Fire Captain	\$ 57,124.23
Fire Captain (3)	\$ 55,448.31
Engineer	\$ 61,384.27
Engineer	\$ 50,582.29
Engineer (2)	\$ 49,098.30

Engineer	\$ 48,372.71
Engineer (3)	\$ 47,657.84
Firefighter	\$ 44,127.63
Firefighter (2)	\$ 43,475.50
Firefighter (3)	\$ 42,833.00
Firefighter (8)	\$ 42,200.00
Police Lieutenant	\$ 86,798.00
Police Lieutenant	\$ 82,633.00
Police Lieutenant	\$ 78,622.00
Police Lieutenant	\$ 77,073.00
Police Sergeant	\$ 68,686.00
Police Sergeant (4)	\$ 70,066.00
Police Sergeant	\$ 66,006.00
Police Corporal	\$ 62,442.00
Police Corporal	\$ 59,411.00
Police Corporal	\$ 57,664.00
Police Corporal (2)	\$ 60,005.00
Police Corporal	\$ 58,241.00
Police Officer	\$ 52,946.00
Police Officer	\$ 52,422.00
Police Officer (4)	\$ 51,903.00
Police Officer (4)	\$ 51,389.00
Police Officer (8)	\$ 50,880.00
Police Cadet/Officer (1)	\$ 50,880.00
Police Part-Time	\$ 6487.00

SECTION TWO: This ordinance shall become effective immediately upon its adoption and approval.

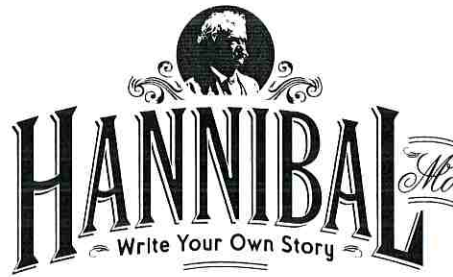
Adopted this 4th day of March, 2025.

Approved this 4th day of March, 2025.

ATTEST:

Barry Louderman, Mayor

Melissa Cogdal, City Clerk



MEMORANDUM

TO: Mayor Louderman and City Council
FROM: Lisa Peck, City Manager
DATE: January 23, 2025
SUBJECT: General Mills Lease Fourth Amendment

GM Cereals Properties, Inc. wishes to execute a fourth amendment to the lease for the City owned warehouse property at 3752 Warren Barrett Drive. The original lease began in January 2003 and ended December 31, 2014. In 2014 the lease was then renewed for the three-year period (2015-2017). A second amended ten-year extension was approved for the period of January 1, 2018, through December 31, 2027. This amended lease would run from January 1, 2025 to December 31, 2034.

In conjunction with the lease amendment, GM Cereals Properties, Inc. is investing \$1,120,000 of capital into improvements to the property- including a rail roof overhang, rail expansion and dock seal and plate system upgrades. Previously, the City allowed General Mills to finance building improvement projects upfront and repaid GM on a monthly basis by allowing a deduct on the rent. In this amendment to the Agreement, the lease would have a ten-year term, and the City would reimburse GM Cereals Properties, Inc. for these improvements by reducing the monthly rent by *50% of the cost of the improvements* (amortized monthly). This reduction equates to \$5,451 per month beginning with the January 2025 payment.

The following table sets out the estimated monthly rent utilizing the sum of \$1,120,000.00 as the total leasehold improvement cost:

Lease Year Start	Lease Year End	Base Rent	Discount	Adjusted Rent
January 1, 2025	December 31, 2025	\$28,206.00	\$5,451.17	\$22,754.83
January 1, 2026	December 31, 2026	\$28,488.00	\$5,451.17	\$23,036.83
January 1, 2027	December 31, 2027	\$28,773.00	\$5,451.17	\$23,321.83
January 1, 2028	December 31, 2028	\$29,060.85	\$5,451.17	\$23,609.68
January 1, 2029	December 31, 2029	\$29,351.58	\$5,451.17	\$23,900.41
January 1, 2030	December 31, 2030	\$29,645.22	\$5,451.17	\$24,194.05
January 1, 2031	December 31, 2031	\$29,941.80	\$5,451.17	\$24,490.63
January 1, 2032	December 31, 2032	\$30,241.34	\$5,451.17	\$24,790.17
January 1, 2033	December 31, 2033	\$30,543.88	\$5,451.17	\$25,092.71
January 1, 2034	December 31, 2034	\$30,849.45	\$5,451.17	\$25,398.28

RESOLUTION NO. 2539-25

A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR TO EXECUTE A FOURTH AMENDMENT TO THE LEASE AGREEMENT WITH GM CEREALS PROPERTIES, INC., RELATIVE TO THE BASE RENT, FOR THE USE OF CITY PROPERTY LOCATED AT 3752 WARREN BARRETT DRIVE, HANNIBAL, MISSOURI.

WHEREAS, the City of Hannibal (the “City”) owns certain real property and improvements located at 3752 Warren Barrett Drive (the “Property”); and

WHEREAS, the City entered into a Lease Agreement dated January 7, 2003 (the “Lease”) with GM Cereals Properties, Inc. (“General Mills, Inc.”), allowing to lease said Property for additional production space; and

WHEREAS, the Lease provides General Mills Inc. eleven (11) years of use at pre-determined lease rates, and provides for a series of extensions of said Lease, at “market rates”, beginning with the first extension from January 1, 2015 through December 31, 2017; and a second amended ten (10) year lease beginning January 1, 2018 through December 31, 2027, and

WHEREAS, the City and GM Cereals Properties, Inc. wish to execute a Fourth Amendment to the lease extending the length and recapturing GM Cereals Properties, Inc.’s initial outlay of the cost of building improvements, and

WHEREAS, the tenant GM Cereals Properties, Inc., is investing \$1,120,000 of capital into the improvement, and

WHEREAS, the City of Hannibal has agreed to a reduction in the rent equal *to 50% of the monthly amortization of this investment*, starting January 2025 until the Lease expires in December 2034.

WHEREAS, the City and GM Cereals Properties, Inc. prepared the Fourth Amendment to Lease for Property Lease and incorporated herein by reference for General Mills’ continued use of the Property at a reduced monthly rent.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF HANNIBAL, MISSOURI:

SECTION ONE: The Mayor is hereby authorized to execute the Fourth Amendment for Property Lease, with GM Cereals Properties, LLC for continued lease of 3752 Warren Barrett Drive during the period from January, 1, 2025 through December 31, 2034.

SECTION TWO: This Resolution shall become effective immediately upon its adoption.

ADOPTED this 4th day of March, 2025

APPROVED this 4th day of March, 2025

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

FOURTH AMENDMENT TO LEASE

This Fourth Amendment to Lease (this “**Agreement**”) is made as of January 1 __, 2025 by and between City of Hannibal, Missouri, a Missouri municipal corporation (“**Landlord**”) and GM Cereals Properties, Inc., a Delaware corporation (“**Tenant**”).

RECITALS

- A. Landlord and Tenant are parties to that certain Lease Agreement dated January 7, 2003 (as previously amended and assigned, the “**Lease**”).
- B. Tenant will invest an amount not to exceed \$1,120,000 of capital into the Improvement for the following projects: Rail Roof Overhang: Rail Expansion: eligible portion includes building improvements, Dock plate systems upgrades and Dock door seal upgrades (building improvements) approximately. As a result, Landlord has agreed to a reduction in the rent equal to 50% of the capital investment into the Improvement which will be amortized monthly starting January 1, 2025, until expiration of the Lease term. .
- C. The parties now desire to enter into this Agreement to amend the rent schedule accordingly.
- D. Landlord and Tenant desire to extend the term of the Lease

NOW THEREFORE, the parties agree as follows:

1. Definitions. Capitalized terms used but not defined in this Agreement have meanings given in the Lease.
2. Extension. The Term is extended so as to expire on December 31, 2034
3. Rent.:

Tenant shall provide Landlord with the final cost of the leasehold improvements upon completion. Rent shall be calculated by subtracting the amortized amount of the leasehold improvements styled as “Discount” in the table below, from the Base Rent, commencing January 1, 2025.

The following table sets out the estimated monthly rent utilizing the sum of \$1,120,000.00 as the total leasehold improvement cost

Lease Year Start	Lease Year End	Base Rent	Discount	Adjusted Rent
January 1, 2025	December 31, 2025	\$28,206.00	\$5,451.17	\$22,754.83
January 1, 2026	December 31, 2026	\$28,488.00	\$5,451.17	\$23,036.83
January 1, 2027	December 31, 2027	\$28,773.00	\$5,451.17	\$23,321.83
January 1, 2028	December 31, 2028	\$29,060.85	\$5,451.17	\$23,609.68
January 1, 2029	December 31, 2029	\$29,351.58	\$5,451.17	\$23,900.41
January 1, 2030	December 31, 2030	\$29,645.22	\$5,451.17	\$24,194.05
January 1, 2031	December 31, 2031	\$29,941.80	\$5,451.17	\$24,490.63
January 1, 2032	December 31, 2032	\$30,241.34	\$5,451.17	\$24,790.17
January 1, 2033	December 31, 2033	\$30,543.88	\$5,451.17	\$25,092.71
January 1, 2034	December 31, 2034	\$30,849.45	\$5,451.17	\$25,398.28

4. **Early Termination Right.** Tenant has the right to terminate the Lease at any time after December 31, 2030. To exercise this right, Tenant must deliver a notice of termination to Landlord at least six months prior to such termination. In the event that the lease is terminated early, Tenant shall not be entitled to any further reimbursement from the Landlord for the value of the leasehold improvements.

5. **Notices.** The parties' notice addresses are updated to be as follows:

To Landlord: City of Hannibal
320 Broadway
Hannibal, MO 63401
Attn: City Manager

To Tenant: GM Cereals Properties, Inc.
c/o General Mills, Inc.
1 General Mills Boulevard
Minneapolis, MN 55426
Attn: Director, Global Real Estate

6. **Miscellaneous.**

6.1 **Brokers.** Neither party has been represented by a broker in connection with the transaction contemplated by this Agreement.

6.2 **Ratification.** The Lease, as amended by this Agreement, remains in full force and effect.

6.3 **Counterparts.** This Agreement may be signed in separate counterparts. Facsimile and pdf signatures will be deemed originals.

6.4 **Integration.** This Agreement contains the parties' entire agreement with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed and delivered this Fourth Amendment to Lease as of the date first written above.

LANDLORD:

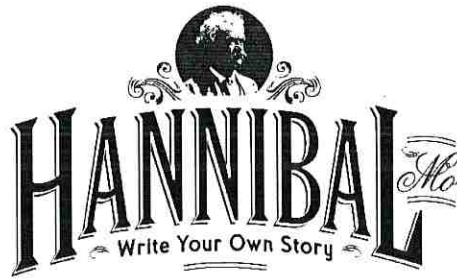
City of Hannibal, Missouri, a Missouri municipal corporation

By: _____
Its: Mayor

TENANT:

GM Cereals Properties, Inc., a Delaware corporation

By: _____
Its: Vice President



MEMORANDUM

To: Melissa Cogdal - City Clerk

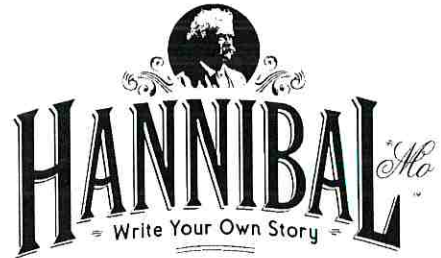
From: Lisa Peck – City Manager

Re: Planning And Zoning Commission

Date: January 21, 2025

Please submit Hunter Haynes' name to the next Council agenda for appointment to the Planning and Zoning Commission. The term will expire in June 2027.

Andrew Dorian
Director of Central Services
City of Hannibal
320 Broadway
Hannibal, MO 63401
Ph: 573-221-0154
Email: adorian@hannibal-mo.gov



TO: City Clerk, City Council, City Manager and Mayor

FROM: Andrew Dorian

DATE: 2/26/2025

RE: Aviation Project Consultant Agreement Memo

As part of the Hannibal Regional Airport Fuel Farm Replacement Project, the City is required to enter into an Aviation Project Consultant Agreement with Woolpert, Inc for the engineering design, bidding and construction administration services.

Woolpert is our Airport Engineering firm and was selected utilizing the Request for Qualification process. Woolpert has submitted a lump sum not to exceed amount of \$224,986 for the project.

The BIL Grant will pay for 95% of this contract, with the City paying \$11,249.30

The Department of Public Works recommends the City Council authorize the Mayor to sign a \$224,986 Aviation Project Consultant Agreement with Woolpert, Inc for the engineering design, bidding and construction administration portion of the Hannibal Regional Airport Fuel Farm Replacement Project.

RESOLUTION NO. 2538-25

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$224,986
AVIATION PROJECT CONSULTANT AGREEMENT WITH WOOLPERT, INC.
FOR THE ENGINEERING DESIGN, BIDDING AND CONSTRUCTION
ADMINISTRATION SERVICES FOR THE AIRPORT FUEL FARM
REPLACEMENT PROJECT.**

WHEREAS, The City will utilize BIL Grant and Non Entitlement Funding for the Hannibal Regional Airport Fuel Farm Replacement Project, and

WHEREAS, Woolpert, Inc has provided a \$224,986 engineering contract for the design, bidding and construction administration services portion of the project, and

WHEREAS, the City of Hannibal's costs will be \$11,249.30, and

**NOW THEREFORE BE IT RESOLVED BY THE CITY OF HANNIBAL,
MISSOURI**

SECTION ONE: That the Mayor is hereby authorized to execute a \$224,986 Aviation Project Consultant Agreement with Woolpert, Inc for the design, bidding and construction administration services for the Airport Fuel Farm Replacement Project.

SECTION TWO: This Resolution shall become effective immediately upon its adoption and approval.

ADOPTED this 4th day of March, 2025.

APPROVED this 4th day of March, 2025.

**_____
Barry Louderman, Mayor**

ATTEST:

**_____
Melissa Cogdal, City Clerk**

Airport Name:	Hannibal Regional Airport
Project No.:	25-049A-1
County:	Marion

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

THIS AGREEMENT is entered into by Woolpert, Inc.(hereinafter the "Consultant"), and the City of Hannibal, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Hannibal Regional Airport; and

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

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

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

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

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

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

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

(D) "CONSULTANT" means the firm providing professional services to the Sponsor as a party to this Agreement.

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

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

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

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

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

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

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

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

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

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with

such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

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

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

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

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

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

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

(5) RESPONSIBILITY OF THE CONSULTANT:

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

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

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

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

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

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

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

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

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

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

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

(C) Consultant's Certification Regarding DBE Participation: The Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award

and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Consultant from future bidding as non-responsible.

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

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

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

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

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

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

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially

useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB- CONTRACT	(D) PERCENT APPLICABLE TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)
TSi Geotechnical, Inc. 1340 N. Price Rd., Ste. Louis, MO 63132	Geotech	\$15,468.00	100%	\$15,468.00	6.9%
TOTAL DBE PARTICIPATION				\$15,468.00	6.9%

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

(8) SUBCONSULTANTS:

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

EXCEPTIONS (Subconsultant information):

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

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
Roundtable Technical Resources, LLC	2155 Reliable Cir. Colorado Springs, CO 80906	Fuel System	\$65,100.00

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

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

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

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

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

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

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

(9) FEES AND PAYMENTS:

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

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **\$224,986.00**, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

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

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

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

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

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

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

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

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

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

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

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than

30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 30 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

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

(10) PERIOD OF SERVICE:

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

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

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

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

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

(A) Termination for Convenience:

1. The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.
2. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.
3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.
4. The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

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

specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

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

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

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

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

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

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

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

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

4. Termination by Consultant:

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

i. Defaults on its obligations under this Agreement;

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

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

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

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

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

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

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, MoDOT, and/or FAA in data files compatible with CAD 2018 and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement.

However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

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

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

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

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

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

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

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent

by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

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

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

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

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

(15) INDEMNIFICATION RESPONSIBILITY:

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

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

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

arising out of the Consultant's services hereunder.

(16) INSURANCE:

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

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

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

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

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

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

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

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

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

(F) Any insurance policy required as specified in Section (16) shall be written by a company which is incorporated in the United States of America or is based

in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

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

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

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

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

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

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

program set forth in Appendix B of 49 CFR Part 21.

(C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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

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

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

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

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
9. The FAA's nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for

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

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

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

(20) AVIATION FEDERAL AND STATE CLAUSES:

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

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

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

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

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

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

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

3. The Consultant must provide immediate written notice to the

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

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

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

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

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

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

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

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

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

1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized

to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Sponsor reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

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

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

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

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

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

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

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

(N) Right to Inventions - 2 CFR §200 Appendix II(F), 37 CFR § 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 Sponsor 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 Agreement incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. The Consultant must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

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

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

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

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

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

Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

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

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

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Andy Dorian, Director of Central Services		
SPONSOR'S NAME	City of Hannibal		
SPONSOR'S ADDRESS	320 Broadway Hannibal, MO 63401		
PHONE	573-221-0111 ext. 217	FAX	
E-MAIL ADDRESS	Adorian@hannibal-mo.gov		

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

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

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Kevin Scherr, Project Manager		
CONSULTANT'S NAME	Woolpert, Inc		
CONSULTANT'S ADDRESS	12200 NW Ambassador Dr Suite 610 Kansas City, MO 64163		
PHONE	(720) 628-3530	FAX	
E-MAIL ADDRESS	Kevin.scherr@woolpert.com		

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

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

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

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

(27) SEVERABILITY AND SURVIVAL:

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

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

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

insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Sponsor prior to the performance of such subconsultant services under this Agreement.

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

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

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

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

Executed by the **Consultant** the _____ day of _____, 2025.

Executed by the **Sponsor** the _____ day of _____, 2025.

Consultant:
Woolpert, Inc.

Sponsor:
City of Hannibal

By: _____
Signature

By: _____
Signature

Title: Jason Virzi, PE, Vice President

Title: _____

ATTEST:

ATTEST:

By: _____
Signature

By: _____
Signature

Title: _____

Title: _____

EXHIBIT I

PROJECT DESCRIPTION

This project shall consist of the design for one new 12,000 gallon above ground skid type self-serve Jet A fuel system, concrete support foundation, containment bollards, electrical, and associated equipment; the design for one new 12,000 gallon above ground skid type self-serve AVGAS fuel system, concrete support foundation, containment bollards, electrical, and associated equipment; and the design for civil site features to accommodate the new fuel systems.

**SCOPE OF WORK
FOR
Hannibal Regional Airport
Hannibal, Missouri
MoDOT Project No. 25-049A-1
Install Fuel System**

This is an Appendix attached to, made a part of and incorporated by reference with the Professional Services Agreement dated February 4, 2020, between Hannibal Regional Airport and Woolpert, Inc., providing professional services. For the remainder of this scope the Hannibal Regional Airport is indicated as "Sponsor" and Woolpert, Inc., is indicated as "Engineer." The construction budget for this project is approximately \$800,000.00. This construction budget does not include administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications, and Engineer's Design Report, along with Bidding for a new 12,000 gallon self-serve Jet A Fuel System and a new 12,000 gallon self-serve AVGAS Fuel System. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.



EXHIBIT NO. 1

DESCRIPTION

This project shall consist of the design for one new 12,000 gallon above ground skid type self-serve Jet A fuel system, concrete support foundation, containment bollards, electrical, and associated equipment that meets current FAA, NFPA, and Missouri Revised Statutes standards and requirements. This project

shall also consist of the design for one new 12,000 gallon above ground skid type self-serve AVGAS fuel system, concrete support foundation, containment bollards, electrical, and associated equipment that meets current FAA, NFPA, and Missouri Revised Statutes standards and requirements.

The proposed geotechnical investigation will be conducted in one phase. The geotechnical investigation will include the geological reconnaissance and subsurface exploration for use in the evaluation of the soil stability for the proposed fuel system location. The geotechnical report will provide design/level geotechnical recommendations for the project.

Tasks completed within the geotechnical investigation shall determine existing soil properties in the proposed area; determine soil properties from on-site borrow area(s); and provide recommendations that shall include options for soil stabilization, if needed, as part of the proposed pavement section for the fuel system. The geotechnical investigation is a critical component for proper design and construction of the fuel system slab and foundation.

Approximately two acres will need to be topographically surveyed to determine the existing grades and infrastructure located within the project area.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes; 1) Preliminary Design Phase, 2) Design Phase, 3) Bidding Phase, and Reimbursable Costs During Design and Bidding and **Part B-Special Services**, which includes; 4) Design Survey Phase and Reimbursable Costs During Survey. Additional services that will be completed by subconsultants to the Engineer, including the proposed geotechnical investigation and fuel system design, will also be included under **Part B-Special Services**. Parts A and B and the four phases are described in more detail below.

PART A - BASIC SERVICES consists of the Preliminary Design Phase, Design Phase, and Bidding Phase, all invoiced on a lump sum basis.

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor and MoDOT. Meetings with the Sponsor and MoDOT will take place to determine critical project dates, establish the proposed design schedule and AIP development schedule, review environmental component(s), determine the feasibility of the proposed project and to establish the need for topographical surveying, geotechnical testing and utility locates at the proposed project location. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction and identify any special requirements for the project.

1.02 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.03 Prepare Preliminary Cost Estimating. This task includes creating a preliminary construction rough order of magnitude (ROM) cost estimate, a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget. The preliminary construction ROM cost estimate will be based upon the most current information available at the time of preparation. Work to refine these estimates is included under Task 2.15.

1.04 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of the design. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

1.05 Review Existing Documents. The Engineer will gather and review existing available documentation that may be relevant to the project, including, but not limited to, record drawings (as-builts), design reports, final reports, utility reports/maps and previous surveys. The Engineer may use relevant information from this review to coordinate the design and topographical survey for the project

1.06 Coordinate Topographical Survey. This task includes preparing the requirements, establishing the limits of the survey area and scheduling time for the survey to be completed. Survey will be performed in-house under Task 4.01.

1.07 Coordinate Geotechnical Investigation. This task includes preparing the requirements for soils testing, establishing the limits of work, and scheduling a time for testing to be completed. The requirements of the geotechnical investigation shall be established in accordance with FAA AC 150/5320-6 (current edition), *Airport Pavement Design and Evaluation*. Negotiating with the geotechnical engineering firm for a cost to perform the work is also included in this task.

1.08 Prepare Federal Grant Application. This task consists of preparing the federal grant application. The application will be submitted during the initial portion of the project. Preparation of the application includes the following:

- Prepare Federal 424 form.
- Prepare Federal Form 5100 – II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (8.5" x 11").
- Include preliminary cost estimate.

- Include the Sponsor's certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include Title VI pre-award checklist.
- Include current FAA advisory circulars required for use in AIP funded projects.

The Engineer shall submit the grant application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor or Engineer shall forward a copy of the signed application to the FAA for further processing.

1.09 Prepare Environmental Documentation. MoDOT has determined that a Categorical Exclusion (CATEX) applies to the project according to FAA orders 1050.1F and 5050.4B. The Engineer shall complete a documented CATEX following current FAA guidance and address potential environmental effects resulting from the proposed project. An overall environmental exhibit will be created as part of this scope of work, approved by the FAA, and referenced throughout the project.

1.10 Coordinate Local Authority Review Comments. This task includes coordination with the Missouri Department of Natural Resources (DNR) and local city and fire officials. After 60% design is completed, a meeting will be held with the City of Hannibal, the local fire marshal, and Missouri DNR to review the plans and receive feedback to incorporate comments into the design documents.

1.11 Coordinate with Fuel System Subconsultant. The design of the new Fuel System will be completed by Roundtable Technical Resources (Roundtable). This will include the fuel storage tank, control system, containment base, and distribution systems. Coordination with the subconsultant will be required to design access to the site and utilities to the site. The scope of services for the fuel system is fully described in the attached scope of work from Roundtable. Coordination with Roundtable will be required to design the access to the tanks and make sure that all project components are accounted for.

1.12 Coordinate with Weights and Measures During Project. This task includes coordination with the Weights, Measures, and Consumer Protection Division of the Missouri Department of Agriculture throughout the project to ensure the requirements for design and construction of the new fuel system are included. This task will also include coordinating the information provided by Weights and Measures with the Sponsor throughout the project phases.

TASK 1 DELIVERABLES	TO MoDOT	TO SPONSOR
1.01 Project Checklist, Agenda, and Meeting Minutes from Pre-Design Meeting	✓	✓
1.02 Scope of Work, Blank Man-Hour Spreadsheet to Use for IFE if requested, and Draft Contract for the Sponsor		✓
1.03 Preliminary Cost Estimate	✓	✓
1.04 Design Schedule, PSR, and Monthly Invoicing		✓
1.07 Coordination on Geotechnical Investigation Schedule		✓
1.08 Federal Grant Funding Application	✓	✓
1.09 Environmental Documentation	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design Meeting	<ul style="list-style-type: none"> Hannibal, Missouri One (1) Resident Engineer and one (1) Project Manager Assume full day site visit (1 visit) Assume travel to/from Kansas City, MO to Hannibal, MO
1.02 Sponsor Scope of Work & Contract Review Meeting	<ul style="list-style-type: none"> Hannibal, Missouri One (1) Resident Engineer and one (1) Project Manager Assume One (1) hour via teleconference (1 meeting)
1.10 Coordinate with Local Authority	<ul style="list-style-type: none"> Hannibal, Missouri One (1) Resident Engineer and one (1) Project Manager Assume One (1) hour via teleconference (2 meetings)

2.0 Design Phase

2.01 Analyze Topographic Survey Data. This task includes analyzing the topographical survey data and preparing the data for use with computer modeling. This will include the following tasks:

- Generate three-dimensional contour model from TIN surface model.
- Prepare and process data for spot elevations, grading and/or paving cross sections.

This task includes analyzing the project area topographical survey and object inventory data.

2.02 Analyze Geotechnical Investigation Data. This task includes analyzing the geotechnical investigation. This will include the following tasks:

- Review Geotechnical Engineer recommendations.
- Determine appropriate data for the pavement/foundation design form(s).
- Input data for computer modeling with topographical survey data.
- Prepare soil information for incorporation on the construction plans.
- Coordinate with Fuel System Subconsultant on geotechnical findings.

2.03 Review Fuel System Design Features. Upon completion of the geotechnical investigation, the Fuel System Subconsultant will analyze the data to provide design for the following tasks:

- Design of fuel tank concrete slab and footings.
- Design and specifications of fuel tank.
- Design of fuel tank system.

The Engineer will hold discussions with the Fuel System Subconsultant to assure that all design elements are thoroughly considered and implemented

2.04 Develop On-Site Grading Plans. This task includes developing potential on-site grading plans to place excavated material and/or to re-contour borrow sites. It is anticipated one on-site grading options will be developed during this task. Aerial photography will be used to develop the grading plans and associated quantities for all potential embankment and excavation area(s).

2.05 Prepare Existing Utility Inventory. This task includes reviewing record drawings and consulting with the Sponsor and local utility companies to identify all utilities within the project site. The Construction Plans will include, to the maximum extent possible, the surveyed locations of observable utility features and the locations identified by utility locates.

2.06 Prepare Preliminary Contract Documents. This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*, and Wage Rates. The wage rates will be updated at the time of advertisement to reflect the most current wage rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.07 Prepare Construction Safety and Phasing Plan (CSPP). This task includes meeting with the Sponsor to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed in accordance with the requirements of FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed and included in the Contract Documents. This plan will also identify any nighttime work, continuous working times, or other unusual conditions that could affect the Contractor's normal progress on the project. The draft CSPP will be submitted at 30% complete and at 95% complete for ADO review. Upon preliminary approval from the ADO, the CSPP will be submitted to FAA for OE/AAA coordination.

2.08 Prepare Preliminary Construction Plans. This task includes preparing the following list of construction plans for the project. Fuel System plans will be provided by the Fuel System Subconsultant. Additional plans may be added during the design phase as needed:

Plan Name/Description	Number of Sheets
Cover Sheet	1
Index of Drawings, Summary of Approximate Quantities and General Notes	3
Survey Control Plan	1
Geotechnical Investigation Plan	2
Safety Plan	1
Construction Layout Plan	1
Construction Phasing Plan	2
Environmental Requirements and Details	1
Demolition Plan	1
Geometric Layout Plan	1
Overall Grading and Drainage Plan	1
Seeding and Erosion Control Plan	1
Seeding and Erosion Control Details	1
Total Sheet Count	17

2.09 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the project. Standard FAA specifications will be utilized where possible, with the guidance from FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized shall include, but are not limited to, the following:

- ➔ Item C-100 Contractor Quality Control Program (CQCP)
- ➔ Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- ➔ Item C-105 Mobilization
- ➔ Item P-101 Preparation/Removal of Existing Pavements
- ➔ Item P-151 Clearing and Grubbing
- ➔ Item P-152 Excavation, Subgrade and Embankment
- ➔ Item P-154 Subbase Course
- ➔ Item P-155 Lime-Treated Subgrade
- ➔ Item P-208 Aggregate Base Course
- ➔ Item P-501 Cement Concrete Pavement
- ➔ Item P-605 Joint Sealants for Pavements
- ➔ Item P-610 Concrete for Miscellaneous Structures
- ➔ Item T-901 Seeding
- ➔ Item L-108 Underground Power Cable for Airports
- ➔ Item L-110 Airport Underground Electrical Duct Banks and Conduits
- ➔ Item L-115 Electrical Manholes and Junction Structures

Additional Non-FAA specifications will include, but are not limited to, the following items:

- ➔ Item P-159 Watering

2.10 Prepare Preliminary Special Provisions. This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to: Haul Roads, Airport Security, Radio Communications, Work Schedule, Contractor's Quality Control Program, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Underground Cables/Utilities, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Qualification of Disadvantaged

Business Enterprises, Liquidated Damages, Acceptance Testing, Grade Control and Surface Tolerance, Construction Management Plan, and Instruction Manuals.

2.11 Prepare Drainage Analysis and Storm Drainage Design. This task includes verifying the existing storm drainage and/or subsurface drainage systems. Surface drainage will be evaluated and designed to ensure accordance with standard engineering practices, local requirements and FAA AC 150/5320-5 (Current Edition), *Airport Drainage Design*.

2.12 Compile/Submit Permits. This task includes identifying potential federal, state and local permits needed for the project. Permits are anticipated to be required for, but are not limited to, demolition activities, air quality, grading, hauling, fueling systems and stormwater management construction plans and associated permits (SWMP). When applicable, the Engineer will assist the Sponsor to compile information and submit permits that are required to be obtained by the Sponsor.

2.13 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460-1, "Notice of Proposed Construction or Alteration," via the FAA's online Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) system on the Sponsor's behalf. The Engineer will reference FAA Advisory Circular (AC) 150/5300-20 (Current Edition), *Submission of On-Airport Proposals for Aeronautical Study*, and coordinate with the FAA Project Manager and/or Airspace Specialist to determine the locations of required airspace case studies to be submitted. Generally, such cases are required for any restrictive/critical points where construction operations or proposed alterations may affect navigable airspace. Typically, these locations include (but are not limited to): limits of construction, construction phasing limits, haul routes for construction traffic, asphalt and/or concrete batch plants, and key points of any permanent, above-ground alterations. The Engineer will prepare an exhibit depicting the locations and other information pertinent to the cases' impact on the airspace to include with the submission. The Engineer will submit FAA Form 7460-1 and the associated documentation to the FAA via the OE/AAA system for approval a minimum of 45 days prior to the start of construction.

2.14 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices.

2.15 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the construction plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other available databases.

2.16 Prepare Engineer's Design Report and Modification of Standards. This task includes preparation of the Engineer's Design Report in accordance with current FAA Engineer's Design Report guidelines. The Engineer's Design Report will include a detailed summary of the project, photographs and descriptions of existing site conditions, estimate of project costs, and a schedule for the completion of the design, bidding, and construction. Modifications of the FAA standards, as necessary, for the project will be prepared for preliminary review. The Engineer's Design Report will also contain any alternative design concepts that were investigated and evaluated.

2.17 Review Plans at 30%, 60%, and 90% Complete. During various stages of completion of the design, the Engineer will submit a set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews, including a 90% plans-in-hand review. The project will be reviewed with the FAA and Missouri Department of Agriculture to obtain their concurrence with the design.

2.18 Provide In-House Quality Control. The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted to the Sponsor and MoDOT, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer that performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report will be made accordingly.

In addition to the 30%, 60%, and 90% reviews, the Engineer's in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

At the 90% design review, the independent review will re-evaluate the CATEx boundary.

2.19 Prepare and Submit Construction Plans, Specifications, Contract Documents, and Engineer's Design Report. A final set of Construction Plans (11" x 17"), Specifications, Contract Documents, and the Engineer's Design Report will be prepared and submitted to the Sponsor and MoDOT Aviation. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided.

2.20 Prepare Requests for Reimbursement. This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation to the FAA for reimbursement. It is estimated there will be six RFRs for expenses incurred during the design and bidding phase of this project.

TASK 2 DELIVERABLES	TO MoDOT	TO SPONSOR
2.06 Preliminary Contract Documents for Sponsor's Review		✓
2.07 CSPP at 30% and 95% Complete	✓	✓
2.13 FAA Form 7460	✓	✓
2.17 30%, 60%, and 90 % Construction Plans, Specifications, Contract Documents, and Engineer's Design Report	✓	✓
2.19 Final Construction Plans, Specifications and Contract Documents, and Engineer's Design Report	✓	✓
2.20 Requests for Reimbursement	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.17 Plan Review at 30% Complete. Plan Review at 60% Complete. Plan Review at 90% Complete.	<ul style="list-style-type: none"> Hannibal, Missouri One (1) Resident Engineer and one (1) Project Manager Assume One (1) hour via teleconference for Review at 30% and 60% (2 meetings) Assume in-person meeting for Review at 90% (1 meeting), with travel to and from Kansas City, MO.

3.0 Bidding Phase

3.01 Provide Bid Assistance. The Engineer will assist the Sponsor, as needed, with the preparation of any required bidding documents. Included as part of this task, the Engineer will prepare a legal advertisement for publication in one (1) newspaper (or other form of regularly published print media) as a solicitation for bids. Additionally, the Engineer will advertise the project Invitation for Bids on their website and directly notify potential contractors and plan rooms in order to maximize project exposure and generate interest in the project. The Engineer will coordinate payment for the project advertisement(s) and request reimbursement from the Sponsor as a pass-through cost during invoicing. Bidding documents and addendums will be provided to MoDOT for advertisement on their website.

3.02 Prepare/Conduct Pre-Bid Meeting. The Engineer will conduct the pre-bid meeting and pre-bid site visit in sequence with the Sponsor and contract document requirements. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments.

3.03 Prepare Addenda. Any necessary addenda will be issued to clarify and modify the project, as required, and based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor and MoDOT prior to being issued. The addenda will meet all design and construction standards, as required.

3.04 Consult with Prospective Bidders. During the bidding process, the Engineer shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project.

3.05 Attend Bid Opening. The Engineer shall attend the bid opening for the project, which will be conducted by the Sponsor.

3.06 Review Bid Proposals. Upon the opening of submitted bid proposals by the Sponsor, the Engineer shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and tabulated; the contractor's qualifications to perform the work will be included, including review of suspension and debarment rules on the www.Sam.gov website, verification of proposed DBE subcontractors, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, acknowledgement of addenda, and in-state licensure verification shall be completed.

3.07 Prepare Recommendation of Award. The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 3.06. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

TASK 3 DELIVERABLES	TO MoDOT	TO SPONSOR
3.01 Required Bidding Documents	✓	✓
3.02 Pre-Bid Meeting Agenda and Pre-Bid Meeting Minutes	✓	✓
3.03 Addenda	✓	✓
3.06 Bid Tabulations	✓	✓
3.07 Recommendation of Award		✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.02 Prepare/Conduct Pre-Bid Meeting	<ul style="list-style-type: none"> Hannibal, Missouri One (1) Resident Engineer and one (1) Project Manager Assume full day site visit (1 visit) Assume travel to/from Kansas City, MO to Hannibal, MO
3.05 Attend Bid Opening	<ul style="list-style-type: none"> Hannibal, Missouri One (1) Project Manager Assume full day site visit (1 visit) Assume travel to/from Kansas City, MO to Hannibal, MO

EX Reimbursable Costs During Design and Bidding. This section includes reimbursable items such as auto rental, lodging, per diem, and other miscellaneous expenses incurred in order to complete **Part A – Basic Services.**

PART B - SPECIAL SERVICES consists of the Design Survey Phase services, which are invoiced on a lump sum basis. Also included are direct subcontract costs for the proposed geotechnical investigation and fuel system design services.

4.0 Design Survey Phase

4.01 Perform Topographical Survey. This task includes providing design survey services within the topographic survey limits shown in Exhibit No. 1 to support the design team for this project. Work items associated with this task include the following:

- Topographical survey of approximately 2 acre(s).
- Preparation of a survey plan that will determine the appropriate survey methods and equipment to be utilized.
- It is assumed that the Primary Airport Control Station (PACS) and Secondary Airport Control Stations (SACS) located on the airport are in good condition and can be verified; however, if it is found that the PACS and SACS are compromised, establishment of temporary airport control must be completed and tied to the national spatial reference system via static GPS observations. Following airport control verification/establishment, temporary project control, based upon the airport control PACS and SACS or temporary airport control, will be placed near the project area at intervals not to exceed 500 feet to control the project.
- Ground topography of non-pavement areas will be surveyed at 50-foot stations with associated cross sections having no greater than 25-foot spacing and will include additional shots as necessary to accurately depict breaklines. These ground topography areas will be surveyed with vertical accuracies not to exceed +/- 0.10 feet.
- Hard surface pavements for the runway and connector taxiways will be surveyed at 25-foot stations as well as all vertical and horizontal points of tangent/curve with associated cross sections having no greater than 25-foot spacing. All hard surface pavement will be surveyed with vertical accuracies not to exceed +/- 0.10 feet. Concrete joints will also be surveyed if applicable.
- Coordination with design staff to determine pavement tie-in locations. These locations will be surveyed with vertical accuracies of at least +/- 0.10 feet.

- Location of structures, paving, and above ground improvements including building footprint, finished floor elevations at the openings plus five feet interior of the opening and concrete aprons associated with door openings will be surveyed at intervals of no greater than 25 feet.
- Additional airfield elements that will be located and surveyed include aircraft tie-downs, guidance signs, airfield runway, taxiway, and/or apron lighting and paint markings, NAVAIDS within the project area (if any), fuel farm, fences, gates and other airport features within the project area.
- Coordinate location and field marking of all existing utilities in the project limits with one-call services, airport operations staff, and/or private utility locators as necessary. Review of existing as-built and other construction records as necessary. All utility locates will be surveyed as marked by utility locators in the field. Points of utilities to be surveyed include, but are not limited to, all paint marks, hydrants, valves, hand holes, manholes, inlets, cleanouts, culverts, pipes, pedestals, meters, transformers, utility poles and other reasonably visible existing utility infrastructure components.
- During design, there may be the need to verify existing survey information or extend the limits of the existing survey.
- Reduce all field notes and pictures into a topographic survey report to be used by the Engineer.
- Prepare triangulated irregular network (TIN surface model) of existing ground contours, pavement edges, roadways, electrical equipment, drainage features, buildings, fences, and other miscellaneous entities.
- Generate three-dimensional contour model from TIN surface model.

The Topographical Survey shall be completed by, or under the direct supervision of, a state-licensed Professional Land Surveyor.

TASK 4 DELIVERABLES	TO MoDOT	TO SPONSOR
4.01 Topographical Survey		✓

TASK 4 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
4.01 Coordinate and Perform Topographical Survey	<ul style="list-style-type: none"> • Hannibal, MO One (1) Surveyor Assume one (1) full day site visit. Assume travel to/from Fairview Heights, IL to Hannibal, MO with one (1) overnight stay for the Surveyor for each site visit.

EX Reimbursable Costs During Survey. This section includes reimbursable items such as auto rental, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Section 4 Reimbursables are invoiced on a lump sum basis.

Special Considerations

The following special considerations are required for this project but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Geotechnical Investigation. Soil samples for analysis must be taken for both the project site and all potential on-site borrow sources. Investigation and testing will also be performed to facilitate the pavement design per FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation*. As mentioned under the project description, the geotechnical investigation will be performed in one phase and will include the following:

- Perform a geologic reconnaissance of the project site
- Soil boring and laboratory testing at approximately 20 project locations and at five potential on-site borrow sources
- Visual inspection and documentation of each soil boring
- Soil Classification/Atterberg Limits, Liquid Limit (LL), Plastic Limit (PL), Plasticity Index (PI)
- Hydrometer and Water-Soluble Sulfates/Corrosivity
- Moisture/Density Relations
- Swell/Consolidation Potential
- California Bearing Ratio
- Moisture content, density of undisturbed fine-grained samples

Fuel System Design. A Fuel System Subconsultant will be retained to provide design elements for the project, including the fuel tank system and the foundations for the fuel tank concrete slab. The Fuel System Subconsultant will provide layout plans, details and specifications for each of the tasks previously listed.

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of per diem and lodging are calculated in accordance with current GSA rates. The actual amount to be invoiced for per diem will be in accordance with the published GSA rate at the time of service and may vary from the rate used in the fee estimate. Lodging will be invoiced as an actual expense incurred.
2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
3. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.
4. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.
5. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.
6. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.

7. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Central Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.
8. The Engineer will utilize the following plan standards for the project:
 - ➔ Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
 - ➔ Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
 - ➔ Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
 - ➔ All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
 - ➔ Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Engineer.
 - ➔ The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.
9. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:
 - ➔ The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
 - ➔ The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
 - ➔ FAA General Provisions and required contract language will be used.
10. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.
11. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- ➔ Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- ➔ Submittals or deliverables in addition to those listed herein.
- ➔ If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- ➔ Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- ➔ Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- ➔ Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

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

Updated June 20, 2022

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

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B	Airport Master Plans
150/5070-7	The Airport System Planning Progress
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials

150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-13B	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength-PCR
150/5340-1M	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch

150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports by Individuals with Disabilities

150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
MoDOT	MoDOT DBE Program- http://www.modot.org/ecr/index.htm

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

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

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

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

HANNIBAL REGIONAL AIRPORT
HANNIBAL, MISSOURIDESIGN/BIDDING SERVICES
February 25, 20251 **DIRECT SALARY COSTS:**

TITLE	HOURS	RATE/HOUR	COST (\$)
Practice Operations Leader	2	\$ 100.00	\$ 200.00
Engineer Project Mgr IV	25	\$ 87.00	\$ 2,175.00
Prgm Dir II	4	\$ 100.00	\$ 400.00
Consultant II	94	\$ 100.00	\$ 9,400.00
Construction Manager II	206	\$ 53.00	\$ 10,918.00
Eng Designer I	70	\$ 44.00	\$ 3,080.00
Project Coordinator II	48	\$ 43.00	\$ 2,064.00
Planner III	8	\$ 78.00	\$ 624.00
Planner I	16	\$ 49.00	\$ 784.00
Engineer I	134	\$ 53.00	\$ 7,102.00
Quality Control Manager	30	\$ 81.00	\$ 2,430.00
Grants Administrator I	24	\$ 40.00	\$ 960.00
Geospatial Project Mgr IV	4	\$ 87.00	\$ 348.00
Geospatial Project Mgr II	10	\$ 59.00	\$ 590.00
Survey Office Tech IV	40	\$ 34.00	\$ 1,360.00
Total Direct Salary Costs			= \$ 42,435.00

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD**

Percentage of Direct Salary Costs @ 197.04% = \$ 83,613.92

3 **SUBTOTAL:**

Items 1 and 2 = \$ 126,048.92

4 **PROFIT:**

15% of Item 3 Subtotal* 12.81% = \$ 16,146.08

*Note: 0-15% Typical

Subtotal = \$ 142,195.00

5 **OUT-OF-POCKET EXPENSES:**

a. Survey Field Vehicle	2 Days @	\$135.000 / Mile =	\$270.00
b. Per Diem	8 Days @	\$59.00 / Day =	\$472.00
c. Survey Lodging (Taxes & Fees	1 Day @	\$125.00 / Night=	\$125.00
d. Survey Supplies & Equip.	40 Each @	\$11.00 =	\$440.00
e. Auto Rental	6 Days @	\$130.00 / Day =	\$780.00
f. Survey Per Diem	2 Days @	\$68.00 / Day =	\$136.00

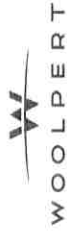
Total Out-of-Pocket Expenses = \$2,223.00 Not to exceed

6 **SUBCONTRACT COSTS:**

a. TSi Geotechnical, Inc.	=	\$15,468.00	
b. Roundtable Technical Resources, LLC	=	\$65,100.00	
	=	\$80,568.00	Not to exceed

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$ 224,986.00
Actual Fee Sheet Amount due to rounding = \$224,986.00 Not to exceed



FEE BREAKDOWN

Task/Category	Total Hours	Billing Rate				Total Cost
		2 hrs.	4 hrs.	8 hrs.	16 hrs.	
1.0 Preliminary Design Phase (Lump Sum)						
Project Operations Leader		\$	\$	\$	\$	\$600.00
Engineering Project Mgr IV		\$	\$	\$	\$	\$1,950.00
2 hrs. x \$ 300.00 /hr =						
4 hrs. x \$ 315.00 /hr =						\$1,260.00
8 hrs. x \$ 315.00 /hr =						\$1,344.00
16 hrs. x \$ 315.00 /hr =						\$5,040.00
Consultant I						\$11,340.00
68 hrs. x \$ 160.00 /hr =						\$10,880.00
Construction Manager II						\$12,240.00
76 hrs. x \$ 160.00 /hr =						\$12,160.00
Project Coordinator II						\$3,320.00
16 hrs. x \$ 207.50 /hr =						\$3,320.00
8 hrs. x \$ 265.00 /hr =						\$2,120.00
Planner I						\$1,120.00
8 hrs. x \$ 140.00 /hr =						\$1,120.00
Planner II						\$720.00
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LABOR HOUR BREAKDOWN

TASK		11/30/2024		LABOR CATEGORY						
Start Date:	End Date:	Practice Operations Leader	Engineer Project Mgr	Pygm Dir II	Consultant II	Construction Manager II	Planner III	Planner I	Phase Item Costs	
9/15/2024										
Preliminary Design Phase (Lump-Sum)										
L1.01	Coordinate and Attend Review Meeting with Client Sponsor and MNDOT	2	2		4	4			\$ 3,660.00	
L1.02	Coordinate and Attend Review Meeting with Client Sponsor and MNDOT								\$ 720.00	
L1.03	Prepare Preliminary Cost Estimating								\$ 8,650.00	
L1.04	Provide Project Coordination		4	2	8	16			\$ 1,960.00	
L1.05	Review Existing Documents				4	4			\$ 720.00	
L1.06	Coordinate Topographical Survey								\$ 1,840.00	
L1.07	Coordinate Geotechnical Investigation								\$ 5,210.00	
L1.08	Coordinate Environmental Investigation		2	2	2	4	8	16	\$ 990.00	
L1.09	Prepare Environmental Documentation								\$ 4,780.00	
L1.10	Coordinate Local Authority Review Comments		2	2	4	4		4	\$ 1,680.00	
L1.11	Coordinate with Fuel System Subconsultant				4	4				
L1.12	Coordinate with Weights and Measures During Project									
TOTALS		2	10	4	36	68	8	16	\$ 36,250.00	
PERCENTAGES		1%	0%	2%	22%	41%	5%	10%	2%	

Labor Category	Total Hours	Billing Rate	Total Cost
2.0 Design Phase (Lump Sum)			
Engineer: Project Mgr. IV	6 hrs. x \$ 295.00 /hr = \$		1,770.00
Consultant II	34 hrs. x \$ 315.00 /hr = \$		10,710.00
Construction Manager II	104 hrs. x \$ 160.00 /hr = \$		16,720.00
Eng. Designer I	70 hrs. x \$ 150.00 /hr = \$		10,500.00
Project Coordinator I	16 hrs. x \$ 145.00 /hr = \$		2,320.00
Quality Control Manager	50 hrs. x \$ 275.00 /hr = \$		13,750.00
Engineer I	24 hrs. x \$ 150.00 /hr = \$		3,600.00
Grant Administrator I	24 hrs. x \$ 135.00 /hr = \$		3,240.00
Subtotal			
410 hrs. SUBTOTAL \$ 78,190.00			
Reimbursables			
Auto Rental	2 Day x \$ 130.00 /Day = \$		260.00
Lodging - Tax & Fees	Day x \$ 125.00 /Day =		
Per Diem	2 Day x \$ 59.00 /Day =		118.00
Travel & Airfare Costs	Trip x \$ 500.00 /Trip =		
Subtotal			
IMPOSE SUBTOTAL \$ 78,558.00			

[illegible]

EXHIBIT VI

PERFORMANCE SCHEDULE

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

BASIC SERVICES

- | | | |
|----|--|--|
| A. | Preliminary Phase | As Required |
| B. | Design Phase | |
| 1. | Submittal of Preliminary Design Report | (90) calendar days
after receipt of NTP |
| 2. | Plans & Specifications | |
| a. | Submittal of 100% Plans and Contract Documents/Specifications for review
(allow 45 days for MoDOT review) | (120) calendar days
after receipt of NTP |
| b. | Submittal of Final Design Report and Plans and Contract Documents/Specifications for bidding | (30) calendar days
after receipt of
review comments
(MoDOT, FAA & Sponsor) |
| C. | Bidding Phase | As Required |



MEMO

To: Hannibal City Council
From: Matt Munzlinger
Date: February 25, 2025
Re: North Street Storm Sewer Phase I – Change Order

Background: During the installation of the new storm sewer box culvert along North Street, the sanitary sewer service for 116 North Street was found to be in the top of the old storm sewer. The elevation of the sewer service is too low to gravity flow to the sanitary sewer main located on the south side of North Street and on the south side of the new storm sewer. Once this was discovered, a temporary solution was implemented to allow the installation of the new storm sewer to continue as planned.

The temporary solution was the installation of a 1,000-gallon septic tank acting as a storage tank for the sanitary sewage generated at the address. Three times a week the HBPW sewer crew vacuums out the tank. This typically occurs Monday morning, sometime Wednesday, and Friday afternoon.

Until it was determined that the sanitary sewer service laterals from the lots further west on North Street were able to gravity flow over the storm sewer, a permanent solution could not be designed.

Information Provided: A permanent solution has been designed and the property owner has agreed to the solution. Counsel has drafted the necessary easement to complete the construction of the sanitary sewer service to 116 North Street. A price of \$ 24,762.52 has been provided by the contractor for the installation of both the temporary and permanent solutions.

Action Requested: After review by city staff, HBPW staff, and the project engineer, it is recommended to move forward with the permanent sewer service installation to 116 North Street. I am here to request approval of the additional cost associated with the installation and authorization for the Mayor to sign the easement needed for the installation to occur on the private property of 116 North Street.



To: Hannibal City Council, Mayor, City Manager
From: Megan Rapp, Mark Twain Boyhood Home & Museum Executive Director
Date: February 19, 2025
Subject: Resolution on Revised Lease Agreement - Mark Twain Home Foundation

Dear City Council Members,

I am presenting a resolution allowing the Mayor to sign the revised lease agreement for the city-owned property leased by the Mark Twain Home Foundation that you approved at the last Council Meeting.

It must be in the form of a resolution in order for the Mayor to sign the lease agreement.

As a reminder, the revised lease includes the following key updates and has been reviewed and approved by the City Attorney:

1. **Molly Brown Home lot:** The lease agreement removes the portion of the property where the Molly Brown Home now sits at the corner of Main and Hill. This property, which is currently part of the lease was removed, as it is now being utilized by the City of Hannibal.
2. **Property Ownership Corrections:** The agreement now reflects several properties that were previously leased but are now owned by the Mark Twain Home Foundation. As such, these properties are no longer part of the lease agreement.

Thank you for your time on this matter.

Sincerely,
Megan Rapp, MA, CTIS
Executive Director
Mark Twain Home Foundation

RESOLUTION NO. 2536-25

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE
AGREEMENT BETWEEN THE CITY OF HANNIBAL AND THE MARK TWAIN
HOME FOUNDATION FOR THE CONTINUED LEASING OF CITY PROPERTY TO
BE INSURED AND MAINTAINED BY THE MARK TWAIN HOME FOUNDATION**

WHEREAS, the City of Hannibal owns all of the West twenty-and-one-half feet of lot number one in block number nine of the City of Hannibal, the Mark Twain WPA Building, 208 Hill St., The Mark Twain Boyhood Home, 206 Hill St., the Museum Garden, and the Museum Mall area and

WHEREAS, the City of Hannibal has leased these properties to the Mark Twain Home Foundation since 1989 for the term of one (1) dollar a year, and

WHEREAS, the Mark Twain Home Foundation uses the properties in perpetuation of the Memory of Mark Twain as specified by the donors, and

WHEREAS, the Mark Twain Home Foundation, at its sole cost and expense, keeps the aforesaid buildings, improvements, personal property, and other structures insured against loss or damage by fire and all standard extended coverage perils, and

WHEREAS, the Mark Twain Home Foundation pays for all gas, electricity, water, heat, sewer and all restoration and necessary repairs, and

WHEREAS, this lease shall be for a term commencing March of 2025, ending, unless otherwise renewed as herein provided, in March 2075,

NOW THEREFORE BE IT RESOLVED BY THE CITY OF HANNIBAL MISSOURI

SECTION ONE: That the Mayor is hereby authorized to execute a lease to the Mark Twain Home Foundation for fifty (50) years and terminating unless otherwise renewed as herein provided in 2075.

SECTION TWO: This Resolution shall become effective immediately upon its adoption and approval.

ADOPTED THIS 4th DAY OF MARCH, 2025

APPROVED THIS 4th DAY OF MARCH, 2025

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

LEASE

This Lease made and entered into by and between the **CITY OF HANNIBAL, MISSOURI**, a municipal corporation, by and through its duly constituted and authorized Mark Twain Home Board, hereinafter called “**Lessor**”, and the **MARK TWAIN HOME FOUNDATION**, a Missouri not-for-profit corporation, hereinafter called “**Lessee**”.

Witnesseth:

Lessor, for and in consideration of the rents, covenants and agreements hereinafter mentioned and hereby agreed to be paid, kept and performed by Lessee, has leased and by these presents does lease with covenant for quiet enjoyment to Lessee the following-described personal property, fixtures and real estate, together with buildings and other improvements located on said real estate. The personal property, fixtures, hereinafter shall be referred to as the “Leased Premises”. The leased premises are located in the City of Hannibal and more particularly described as follows:

Personal Property

All furnishings, machinery, office supplies and inventory, equipment, photographs, paintings, books, letters, antiques and all Mark Twain memorabilia and collectibles currently owned by the city of Hannibal, and which are under the control of the Mark Twain Home Board.

Real Property

Tract 1: (Parcel next to alley, uphill of Museum)

All of the West twenty and one half (20 ½) feet of Lot number one (1) in block number Nine (9) of the City Of Hannibal, Marion County, Missouri.

Tract 2: (Mark Twain WPA Building – 208 Hill Street)

All of a part of Lot one (1), Block nine (9) in the city of Hannibal described as follows, towit: Beginning at a point on the North line of Hill Street, one hundred one (101) feet west from the intersection of Hill and Second streets; thence run North at right angles with said Hill Street, sixty

five and one half ($65 \frac{1}{2}$) feet; thence run west, parallel with said Hill street, twenty (20) feet and six (6) inches; thence East along the north line of Hill Street to the point of beginning.

Tract 3: (Mark Twain Boyhood Home – 206 Hill Street)

All that part of Lot number one (1) in Block number nine (9) in the City of Hannibal, towit: Begin on the North line of Hill Street eighty and one half ($80 \frac{1}{2}$) feet west of the southeast corner of said Lot one (1) in said Block nine (9), Thence West along the North line of Hill Street twenty and one half ($20 \frac{1}{2}$) feet; thence south sixty five and one half ($65 \frac{1}{2}$) feet to the point of beginning.

Tract 4: (Museum Garden)

All that part of lot one (1), Block Nine (9) in the original town, now City of Hannibal, Described as follows, towit: Begin at the southeast corner of said Lot number one (1); thence run northerly on the westerly line of Main Street $43 \frac{8}{12}$ feet; thence westerly parallel with the northerly line of Hill Street $80 \frac{1}{2}$ feet; thence southerly parallel with the westerly line of Main Street $42 \frac{8}{12}$ feet to the northerly line of Hill Street, thence easterly on the north line of Hill Street $80 \frac{1}{2}$ feet to the beginning.

All of the east eighty and one half ($80 \frac{1}{2}$) feet of the north twenty one and five sixth ($21 \frac{5}{6}$) feet of Lot one (1) and the south four (4) feet of the east one-half ($\frac{1}{2}$) of Lot two (2), all in Block nine (9) in the City of Hannibal.

Tract 5: (Mark Twain Museum Mall)

That portion of Hill Street known as the “Mall Area” lying between the west line of Main Street and the East line of an alley between Main and Third Streets in Hannibal, Marion County, Missouri.

I. USE OF LEASED PREMISES

The leased premises may be used and occupied by the Lessee during the term hereof, subject to the conditions herein contained, to be used in perpetuation of the memory of Mark Twain. In its use of the leased premises the Lessee will not discriminate on the basis of race, sex, age, creed or national origin. **II. TERM**

The term of this Lease shall be for fifty (50) years, beginning on March, 4, 2025, and terminating, unless otherwise renewed as herein provided, on March 4, 2075. This Lease shall automatically renew for successive terms of fifty (50) years each upon the same terms and conditions, unless terminated by either party by giving written notice to the other party at least one (1) year prior to the termination of the original or renewal term, as the case may be.

III. RENTAL

Lessee shall pay to Lessor as rental for the leased premises the sum of One Dollar (\$1.00) per year, which shall be payable in advance on the January 1, 2025, and on the 1st day of year of each and every year thereafter during the term of this lease. As additional consideration, Lessee agrees to provide all maintenance and repairs to all personal property, buildings, structures and improvements and, in addition, to provide for all fire and casualty insurance and to pay all taxes assessed on the leased premises. It is the intent of the parties that Lessor shall have no expenses whatsoever in relation to the Leased property and that all such expenses shall be the responsibility of Lessee during the term of this Lease. Lessee shall retain for its use all income derived from its operation of the Leased premises in such a manner as is consistent with the purpose for which the Mark Twain Home Foundation is established.

IV. SUBLETTING AND ASSIGNING

Lessee shall not be permitted to sublet or assign all or any kind of leased premises without the prior written consent of Lessor.

V. FIRE AND EXTENDED COVERAGE INSURANCE

Lessee, as part of the rental as set out in Article III above, at its sole cost and expense, shall keep the aforesaid buildings, improvements, personal property and other structures insured against loss or damage by fire and all standard extended coverage perils in such companies as Lessee may select in such amounts as Lessor and Lessee shall mutually agree. With the approval of Lessor the policies for such insurance shall be made and taken in the name of Lessor and Lessee, as their

respective interests may appear. At the request of Lessor, the original policies shall be delivered to and remain in the possession of Lessor.

Lessee, at its sole cost and expense, shall keep in full force liability insurance policies with such companies as Lessee may select protecting Lessor and Lessee against liability for bodily injury and death and property damage in amount not less than One Million Dollars and 00/100 (\$1,000,000.00) in the aggregate on each accident or disaster arising from the ownership or use of the leased premises.

VI. ADDITIONAL PAYMENTS

Lessee shall pay for all gas, electricity, water, heat, sewer and other utilities used in and upon the demised premises, as well as all real estate and personal property taxes, if any.

VII. REPAIRS

During the term of this lease and during any renewal thereof, Lessee, at its discretion and at its own cost and expense, unless covered by fire and extended coverage insurance on the buildings, shall perform all restoration activities and make all necessary repairs and improvements to the interior of the demised buildings and shall maintain and repair all interior and exterior lights, lighting fixtures, electrical wiring, plumbing, heating equipment and air conditioning equipment for the demised buildings.

Lessee shall also conduct all restoration activities and make all necessary repairs to the exterior of the buildings, structures and improvements at its own cost and expense. Any repairs, replacements and alterations necessitated by loss covered by fire and extended coverage insurance on the demised buildings, structures and improvements shall be made by Lessee with Lessor's approval and shall be paid for out of the proceeds of said insurance. Said repairs shall be made with all reasonable diligence but in no event shall Lessee be required to make any repairs, replacements and alterations that aggregate more than the amount of said insurance proceeds.

Lessee agrees to use reasonable diligence in the care and protection of the leased premises during the term of this lease, to keep the leased premises' water pipes, sewer drains, gas connections, electric motors, heating and air conditioning equipment, sprinkler systems, all

mechanical devices and other fixtures in good order and repair and to surrender the leased premises at the termination of this Lease or any extended term thereof in as good condition as received, ordinary wear and tear excepted.

VIII. ALTERATIONS

Lessee may conduct restoration activities and make alterations to the leased premises with the approval of Lessor, provided all restorations and alterations shall be made by Lessee in a good and workmanlike manner without impairing the structural soundness of all buildings, structures or improvements located thereon, and further provided that said alterations are consistent with the perpetuation of the memory of Mark Twain.

IX. DESTRUCTION OF IMPROVEMENTS

(a) Total destruction. Should the said buildings, fixtures, structures or improvements on the leased premises be destroyed by fire, the elements or otherwise so as to render said buildings, structures and improvements untenable, Lessee shall have the option to cancel the remaining portion of this Lease or any extended period or term thereof. If Lessee agrees that said buildings, fixtures, structures and improvements so destroyed by fire, the elements or otherwise can be restored, then this Lease shall remain in full force and effect. It is the intention of Lessor and Lessee that in such event the insurance proceeds would be used to restore the leased premises, but in no event shall either Lessor or Lessee be required to expend on said restoration sums in excess of the amount of insurance proceeds payable as a result of said total destruction.

(b) Partial Destruction. Should the said buildings, structures and other improvements be partially destroyed by fire, then Lessee, at its expense (to the extent of insurance proceeds received by reason of such damage), shall restore and repair such damage as speedily as possible.

X. FORFEITURE

Failure on the part of Lessee to pay any installment of rent and additional payments as herein set out as and when the same becomes due and payable, failure of Lessee to promptly and faithfully perform each and every covenant, agreement and stipulation herein on the part of Lessee to be kept and performed or the abandonment of the Leased premises by Lessee shall, at the option of Lessor, cause the forfeiture of this Lease. Prior to the declaration of forfeiture, Lessor shall give

to Lessee a notice in writing thirty (30) days prior thereto, during which time Lessee may purge itself of the grounds of forfeiture by satisfying the stated grounds of forfeiture. Waiver of any breach by Lessor shall not constitute waiver of future breach.

Should Lessor violate any of the terms, covenants or agreements of this Lease, hereby creating Lessee's option to cancel said Lease, then prior to the declaration of cancellation Lessee shall give to Lessor a notice in writing thirty (30) days prior thereto, during which time Lessor may purge itself of the grounds of cancellation by satisfying the stated grounds of cancellation.

XI. CONDEMNATION

Should the Leased premises or any part thereof be condemned for public use, the sums, if any, received in payment for the premises or part thereof taken shall be paid as follows:

(a) Said portion of the final award or judgment for the taking of the land and permanent improvements thereon shall be paid to Lessor;

(b) That portion of the final award or judgment for damages to the leasehold interest shall be paid to Lessee;

(c) Should the final award of judgment include the aggregate value of all the particular interests in the estates and leased premises or part thereof taken without specifying which portion thereof shall be payable to Lessee, and if Lessor and Lessee are unable to agree as to the proportionate parts thereof that they are legally entitled to receive, such issues shall be submitted for determination to the Circuit Judge of the Marion County Circuit Court, District 2, at Hannibal, Missouri;

Should the entire leased premises be condemned for public use, the rent herein provided shall cease as of the date the physical possession of the leased premises or any part thereof is taken.

Should a portion of the leased premises be condemned for public use, which condemnation shall take any part of the leased premises and said taking shall substantially alter Lessee's use of the leased premises for ingress and egress to and from the leased premises, then Lessee shall have the right and option to cancel this Lease upon giving Lessor thirty (30) days written notice of its intention to do so.

XIV. OWNERSHIP OF PERSONAL PROPERTY

AT TERMINATION OF LEASE

All personal property (excluding cash on hand and cash on deposit) which is herein leased to Lessee shall be returned to Mark Twain Home Board at the termination of this Lease except as otherwise provided herein. All items of real or personal property, acquired by the Mark Twain Home Board subsequent to the effective date of this lease (hereinafter referred to as subsequent leased property) shall immediately become a part of the "leased premises" and be leased by Lessor to Lessee under the same rental terms. At the termination of this lease all such subsequent leased property shall be returned to Mark Twain Home Board. All monies, pledges, donations and items of real or personal property including all tangible and intangible property acquired by Lessee during the term of this lease shall remain the property of Lessee at termination of this lease.

During the term of this lease Lessee will not dispose of or loan any item of personal property (excluding cash on hand and cash on deposit) without the prior written consent of the Mark Twain Home Board.

XV. ADDITIONAL COVENANTS AND CONDITIONS

Lessor and Lessee agree and understand that a portion of the leased premises was acquired by the City of Hannibal from various individuals upon certain terms and conditions relating to the use of said real estate, including, but not limited to, the following specific conditions:

As to Tract 1, that said property be perpetually kept, used and maintained for all time, as a part of the present Mark Twain Home and Museum of Hannibal, Missouri, and for any and all purposes consistent therewith, as shall be determined by the same authority, or its successor as now controls said Home and Museum; otherwise said property hereby conveyed shall revert to the grantor or his heirs.

As to Tract 2, that said property be perpetually kept, used and maintained for all time as memorial to Samuel L. Clemens- MARK TWAIN- and forever used as a Mark Twain Museum and if not so used to revert.

As to Tracts 3, that said property be perpetually kept, used and maintained for all time as a memorial to Samuel L. Clemens- MARK TWAIN- and if not so used to revert;

As to Tract 4, the property is to be kept, used and maintained for all time in connection with the adjoining Mark Twain Boyhood Home to aid in perpetuating the name and fame of that

world beloved author and shall be a memorial to Dulany D. Mahan, deceased, and if not so used shall revert to Sara M. Mahan or her heirs.

Lessee covenants to make no use of assets which will violate these restrictions. Notwithstanding anything to the contrary, in this Lease, if any use or acts of Lessee or if this Lease itself are in any way violative of any restrictions, covenants or conditions of any deeds by which Lessor obtained title to said real estate, then this Lease shall automatically terminate with no further rights being in Lessee, and said Lease shall be deemed by the parties to be null and void.

IN WITNESS WHEREOF, the parties have hereunto duly executed the foregoing instrument this 4th day of March, 2025.

LESSOR

ATTESTED: MARK TWAIN BOYHOOD HOME BOARD

By _____ By _____
City Clerk President

ATTESTED: CITY OF HANNIBAL
By _____ By _____
City Clerk Mayor

By _____ By _____
City Counselor

LESSEE

ATTESTED: MARK TWAIN HOME FOUNDATION

Secretary President
By _____ By _____