

Board of Directors

MTAA Special Board Meeting 2:30 PM

Tuesday, March 14, 2023

MTAA Administrative Office (Via ZOOM)

The ZOOM meeting will be available at approximately 2:25 PM.

- 1. Inquire if Notification was given to all Requesting Notification of MTAA Board Meetings.
- 2. Adopt Agenda.

ACTION ITEMS:

- 3. Review Bids Received for Construction of Fuel Farm at Topeka Regional Airport and Consider Award of Bid.
- 4. Consider Approval of Federico // Duerst Consulting Group Memorandum of Agreement.
- 5. Consider Proposal from Premier Employment Solutions.

Phone :: 785.862.2362 | Fax :: 785.862.1830

mtaa-topeka.org

Office of:

President

To:

Board of Directors

From:

Eric M. Johnson

Subject:

Review Bids Received for Construction of Fuel

Farm at Topeka Regional Airport and Consider

Award of Bid. (Board Action Required)



Date: March 13, 2023

With the award of the Cares Act grants, the MTAA has been afforded the opportunity to address several Airport Improvement Program (AIP) eligible projects that we would likely not be able to complete otherwise. Federal Aviation Administration Entitlement funding through AIP for Topeka Regional Airport is not sufficient for the fuel farm project. Likewise, discretionary funding is awarded to projects that compete for funds. The priority is given to airfield pavements such as runways, taxiways and aprons.

Two bids were received for the fuel farm project and opened on March 3, 2023. WSP reviewed the bids received and provided the following information on the attached Bid Tabulation. The bids have been checked for mathematical errors and errors were found and noted on the bid tabulation. The bid of KEAR Civil Corporation (KEAR) was determined to be the low bidder at the bid of \$10,243,902.00. This bid is 57.69% above the Engineer's Opinion of Probable Cost.

We had a call with KEAR to discuss major differences in their bid versus the Engineer's Estimate. The two items with the largest differences that we discussed were Construct New Fuel Facility Complete (difference of \$1,650,000.00) and Decommission and Demolition of Both Existing Fuel Facilities (difference of \$1,700,000.00). Some of the price difference for the New Fuel Facility can be contributed to material and supply chain issues. For the demolition of the existing facilities, KEAR obtained bids from four subs and the pricing was within 10% of each other to perform the work.

I recommend the Board accept the bid offered by KEAR Civil Corporation in the amount of Ten Million Two Hundred Forty-Three Thousand Nine Hundred Two Dollars and No Cents (\$10,243,902.00), pending a concurrence of award from the FAA. This project will be fully funded by Cares Act grants. MTAA matching funds are not required.

If you have any questions, please do not hesitate to contact me.

Project	BID TABULATION Project No.: AIP 3-20-0113-045													
Project	Project Title: FOE Fuel Farm													
OWNER	OWNER: MTAA						Kinley Construction Group	n Group	KEAR Civil Corporation	rporation		Betwe	Between Contractor's	
ENGINE	ENGINEER: WSP USA Inc.				Engineer's Estimate	timate	7301 E Commercial Blvd	al Blvd	22555 N 20 Avenue	/enue	High		Low	Average
i Mail	Item Description:	Unit	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	-	Unit Price	Unit Price
-	Temporary Seeding and	Acre	0.40	8	3,500.00 \$	1,400.00	\$ 11,701.80	s	69	es	sə	11,701.80 \$	2,200.00 \$	6,950.90
2	Installation and Removal of Silt Fence	4	988	l		4,940.00	\$ 15.79	\$ 15,600,52	2 \$ 56.00	00 \$ 55,328.00	es	56.00 \$	15.79 \$	35.90
m	Installation and Removal of Inlet Protection	A	-	s		20.00	\$ 9,361.44	\$ 9,361.44	4 \$ 9,000,00	00.000,8 \$ 00	æ	9,361,44 \$	\$ 00.000,6	9,180.72
4	Installation and Removal of Ditch Check	4	88	s	10.00	800.00	\$ 19.50	\$ 1,560.00	0 \$ 185.00	00 \$ 14,800.00	ιs	185.00 \$	19.50 \$	102.25
വ	Mobilization	rs	-		315,900.00 \$	315,900.00	\$ 97,356.75	\$ 97,356.75	5 \$ 215,000.00	00 \$ 215,000.00	s	215,000.00 \$	97,356.75 \$	156,178.38
ဖ	Traffic Control	S	-	s	5,000.00 \$	5,000.00	\$ 57,177,77	\$ 57,177.77	7 \$ 100,000.00	00.000,000.00	છ	100,000,001	57,177.77 \$	78,588.89
7	Pavement Removal	λS	2,461	G	20.00 \$	49,220.00	\$ 10.87	\$ 26,751.07	7 \$ 52.00	00.57.972.00	૭	52.00 \$	10.87	31.44
∞	Cold Milling (0" to 4")	SY	4,662	s	15.00 \$	69,930.00	\$ 8.61	s	s	မှ	s	9.00	8.61 \$	8.81
თ	Clearing and Grubbing	SJ	-	cs.	8,000.000,8	6,000.00	\$ 42,369.39	s	9 \$ 72,000.00	00.000.00	s	72,000.00 \$	42,369.39 \$	57,184.70
9	Unclassified Excavation	չ	544	မာ	10.00	5,440.00	\$ 25.96 \$	\$ 14,122.24 \$	4 \$ 47.00	00 \$ 25,568.00	S	47.00 \$	25.96 \$	36.48
11	Contractor Furnished Material	ζ	1,544	s	\$ 00.03	77,200.00	\$ 82.31	\$ 127,086.64	4 \$ 35.00	00 \$ 54,040.00	υs	82.31	35.00 \$	58.66
12	Embankment	չ	1,779	es	8.00	14,232.00	\$ 55.57	\$ 98,859.03	3 \$ 19.00	s,	சு	55.57 \$	19.00 \$	37.29
13	6" Aggregate Base - Type AB-3	λS	3,283	es	20.00	65,660.00	\$ 322.16	\$ 1,057,651.28	8 \$ 12.00	00.985,850.00	s	322.16 \$	12.00 \$	167.08
14	Bítuminous Surface Course	Ton	1,140	s	100.00	114,000.00	\$ 662.68	\$ 755,455,20 \$	0 \$ 133.00	00 \$ 151,620,00	s	662.68 \$	133.00 \$	397.84
15	10" Non-Reinforced Dowel Jointed Concrete Pavement	λS	2,661	s	\$ 00.08	212,880.00	\$ 193.05	w	5 \$ 143.00	00 \$ 380,523,00	us.	193.05 \$	143.00 \$	168.03
16	10" Reinforced Concrete Pavement	λS	622	s	\$ 00.08	55,980.00	\$ 971.65	G	0 \$ 162.00	00 \$ 100,764.00	s	971.65 \$	162.00 \$	566,83
17	Tack Coat	Gal	236	s	\$ 000'S	1,180.00	\$ 971.65	\$ 229,309.40	0 \$ 18.00	00 \$ 4,248.00	s	971.65 \$	18.00 \$	494.83
18	7 Chain-Link Fence with Barbed Wire, Complete	5	1,382	s	\$ 00.08	110,560.00	\$ 59.61	\$ 82,381.02	2 \$ 70.00	00 \$ 96,740.00	ın	70.00 \$	59.61	64.81
19	Vehicle Gate, Manual Sliding (22' Wide)	Ea	-	\$	4,500.00 \$	4,500.00	\$ 8,238.63	\$ 8,238.63	3 \$ 3,500.00	00.005,8 3,500.00	s,	8,238.63 \$	3,500.00	5,869.32
20	Vehicle Gate, Manual Sliding (26' Wide)	8	-	s	5,500.00	5,500.00	\$ 9,227.26	\$ 9,227.26	3,500,00	00.003,500.00	s	9,227.26	3,500.00	6,363,63
21	Vehicle Gate, Manual Sliding (27' Wide)	Ea	-		+-	5,800.00	\$ 9,556.81	\$ 9,556.81	s	3,500.00	w	9,556.81 \$	3,500.00	6,528.41
22	Vehicle Gate, Manual Sliding (30' Wide)	Ea	-		6,400.00 \$	6,400.00	\$ 10,545,44	\$ 10,545,44	4 \$ 3,500.00	00 \$ 3,500,00	s	10,545,44 \$	3,500.00	7,022.72
23	Vehicle Gate, Manual Sliding (31' Wide)	Ea	-	8	\$ 00.009,8	6,600.00	\$ 10,874.99	\$ 10,874.99 \$	9 \$ 3,500.00	s	s	10,874.99 \$	3,500.00	7,187.50
24	Pedestrian Swing Gate 6' Wide	Еа	2	s	\$ 00.059	1,300,00	\$ 3,295.45	\$ 6,590,90	0 \$ 1,000.00	00 \$ 2,000.00	s	3,295.45 \$	1,000.00 \$	2,147.73
52	Removal of Existing Fence, Complete	占	448	s	20.00 \$	8,960.00	\$ 105.19	\$ 47,125.12	s	es	ب	105.19 \$	8.00 \$	56.60
26	Installation and Removal of Temporary Fence	ዛ	1,108	€9	15.00 \$	16,620.00	\$ 35.69	\$ 39,544.52	2 \$ 12.00	13,296.00	ω	35.69 \$	12.00 \$	23.85
27	Removal of Existing Gates	Ea	1	\$	320.00 \$	350.00	\$ 6,590.90	\$ 6,590.90	0 \$ 462.00	00 \$ 462.00	υs	6,590.90 \$	462.00 \$	3,526.45
28	Aggregate Mow Strip	LF	1,382	s	30.00	41,460.00	\$ 35.77	ક	↔	ဟ	s	35.77 \$	7.00 \$	21.39
58	Anti-Burrow Barrier	노	266	s	25.00 \$	24,925.00	\$ 49.58	\$ 4	ь	S	æ	49.58 \$	12.00 \$	30.79
30	18" Storm Sewer (RCP), (Class IV)	LF	231	s	\$ 00.06	20,790.00	\$ 22.11	9	G	69	æ	144.00 \$	22.11 \$	83.06
31	24" Storm Sewer (RCP), (Class IV), W/Pipe Collar	Ŧ	16	s	110.00 \$	1,760.00	\$ 33.35	s,	υş	s	s	320,00 \$	33.35 \$	176.68
32	18" End Section (RC)	Ea	2	\$	1,000.00	2,000.00	\$ 533.54	\$ 1,067.08	G	မာ	æ	1,800,00 \$	533.54 \$	1,166.77
33	Type II-P Area Inlet	Ea	ო	S	5,000.00 \$	15,000.00	\$ 2,896.39	\$ 8,689.17	00'000'6 \$ 2	s	ь	\$ 00.000,6	2,896.39 \$	5,948.20
34	Modify Sanitary Sewer Manhole	Ea	-	s	1,200.00	1,200.00	\$ 60,823.59	\$ 60,823.59	s	14,000,00	မာ	60,823.59 \$	14,000.00	37,411.80
35	Seeding, Fertilizing and Mulching	Acre	٥	8	7,000.00 \$	2,800.00	\$ 52,887.05	\$ 21,154.82	2 \$ 22,000.00	ß	-	52,887.05 \$		37,443.53
36	Construct New Fuel Facility Complete	SI	-	\$ 4,320	\$ 4,320,000.00 \$	\$ 4,320,000.00	\$ 5,616,122.69	\$ 5,616,122.69	9 \$ 5,970,000.00	00.000,070,000.00	0 \$ 5,970,000.00	00.000	\$ 5,616,122.69 \$	\$ 5,793,061.35
37	Decommission and Demolition of Both Existing Fuel Facilities	ST	-	\$ 900	\$ 00.000,000	900,000,006	\$ 819,102.50	\$ 819,102,50	5 2,600,000.00	-	0 \$ 2,600,000.00	\$ 00.000	819,102,50 \$	\$ 1,709,551,25
	Grand Total				\$	\$ 6,496,337.00		\$ 10,557,695,47		\$ 10,243,902.00	٥			
	\$ over Engineer's Estimate							\$ 4,061,358.47		\$ 3,747,565.00	0			
	% over Engineer's Estimate							62.52%	%	27.69%	%			
								Math Error						

BID INFORMALITIES AND IRREGULARITIES. The Owner reserves the right to waive any informality or irregularity discovered in any proposal, which in the owner's judgment best serves the Owner's interest. In the situation where an extension of a unit price is found to be incorrect, the stated unit price and correct extension will govern. In the event of a discrepancy between the written and numeral values, the written value shall take precedence.

62.52% Math Error

\$ 1,673,902.00 \$ 8,570,000.00

4,122,470.28 6,435,225.19

\$ 1,276,337.00 \$ 5,220,000.00

Total Civil Total Fuel Facilities

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST

FOE Fuel Farm Topeka Regional Airport AIP 3-20-0113-045

Estimator: WSP/Argus Reviewer: Sam Stallbaumer WSP Project No: 30900280E

Date: 02/10/23

item No.	Description	Unit	Quantity		Unit Price	Extension
1	Temporary Seeding and Mulching	Acre	0.4	\$	3,500.00	\$ 1,400.00
2	Installation and Removal of Silt Fence	LF	988	\$	5.00	\$ 4,940.00
3	Installation and Removal of Inlet Protection	EA	1	\$	50.00	\$ 50.00
4	Installation and Removal of Ditch Check	LF	80	\$	10.00	\$ 800.00
5	Mobilization	LS	1	\$	315,900.00	\$ 315,900.00
6	Traffic Control	LS	1	\$	5,000.00	\$ 5,000.00
7	Pavement Removal	SY	2,461	\$	20.00	\$ 49,220.00
8	Cold Milling (0" to 4")	SY	4,662	\$	15.00	\$ 69,930.00
9	Clearing and Grubbing	LS	1	\$	6,000.00	\$ 6,000.00
10	Unclassified Excavation	CY	544	\$	10.00	\$ 5,440.00
11	Contractor Furnished Material	CY	1,544	\$	50.00	\$ 77,200.00
12	Embankment	CY	1,779	\$	8.00	\$ 14,232.00
13	6" Aggregate Base - Type AB-3	SY	3,283	\$	20.00	\$ 65,660.00
14	Bituminous Surface Course	Ton	1,140	\$	100.00	\$ 114,000.00
15	10" Non-Reinforced Dowel Jointed Concrete Pavement	SY	2,661	\$	80.00	\$ 212,880.00
16	10" Reinforced Concrete Pavement	SY	622	\$	90.00	\$ 55,980.00
17	Tack Coat	Gal	236	\$	5.00	\$ 1,180.00
18	7' Chain-Link Fence with Barbed Wire, Complete	LF	1,382	\$	80.00	\$ 110,560.00
19	Vehicle Gate, Manual Sliding (22' Wide)	Ea	1	\$	4,500.00	\$ 4,500.00
20	Vehicle Gate, Manual Sliding (26' Wide)	Ea	1	\$	5,500.00	\$ 5,500.00
21	Vehicle Gate, Manual Sliding (27' Wide)	Ea	1	\$	5,800.00	\$ 5,800.00
22	Vehicle Gate, Manual Sliding (30' Wide)	Ea	1	\$	6,400.00	\$ 6,400.00
23	Vehicle Gate, Manual Sliding (31' Wide)	Ea	1	\$	6,600.00	\$ 6,600.00
24	Pedestrian Swing Gate 6' Wide	Ea	2	\$	650.00	\$ 1,300.00
25	Removal of Existing Fence, Complete	LF	448	\$	20.00	\$ 8,960.00
26	Installation and Removal of Temporary Fence	LF	1,108	\$	15.00	\$ 16,620.00
27	Removal of Existing Gates	Ea	1	\$	350.00	\$ 350.00
28	Aggregate Mow Strip	LF	1,382	\$	30.00	\$ 41,460.00
29	Anti-Burrow Barrier	LF	997	\$	25.00	\$ 24,925.00
30	18" Storm Sewer (RCP), (Class IV)	LF	231	\$	90.00	\$ 20,790.00
31	24" Storm Sewer (RCP), (Class IV), W/Pipe Collar	LF	16	\$	110.00	\$ 1,760.00
32	18" End Section (RC)	Ea	2	\$	1,000.00	\$ 2,000.00
33	Type II-P Area Inlet	Ea	3	\$	5,000.00	\$ 15,000.00
34	Modify Sanitary Sewer Manhole	Ea	1	\$	1,200.00	\$ 1,200.00
35	Seeding, Fertilizing and Mulching	Acre	0.4	\$	7,000.00	\$ 2,800.00
36	Construct New Fuel Facility Complete	LS	1	\$	4,320,000.00	\$ 4,320,000.00
37	Decommission and Demolition of Both Existing Fuel Facilities	LS	1	\$	900,000.00	\$ 900,000.00
				To	tal Base Bid	\$ 6,496,337.00
38	Removal and Replacement of Excess Contaminated Soils	СУ	1	\$	250.00	\$ 250.00

Addendum Number 1 dated 2/14/23 Addendum Number 2 dated 2/22/23 Addendum Number 3 dated 2/24/23 Addendum Number 4 dated 2/27/23

Submitted By:

Agenda Item 3 Page 3 of 17

PROPOSAL FORM

METROPOLITAN TOPEKA AIRPORT AUTHORITY FOE FUEL FARM TOPEKA REGIONAL AIRPORT TOPEKA, KANSAS AIP PROJECT NO. 3-20-0113-045

BIDDERS NAME: KEAR Civil Corporation

TO: Metropolitan Topeka Airport Authority

6510 SE Forbes Avenue, Suite # 1

Topeka, Kansas 66619

AIP Project No.: 3-20-0113-045

Description: FOE Fuel Farm, Topeka Regional Airport, Topeka, Kansas.

The undersigned Bidder, in compliance with the request for bids for construction of the above mentioned Project, hereby proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the contract Documents to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work as specified or indicated in the Bid Documents in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

Item No.	Description	Unit	Quantity	Unit Price	Extension
1	Temporary Seeding and Mulching	Acre	0.4	\$2,200.00	\$800.00
2	Installation and Removal of Silt Fence	LF	988	\$56.00	\$55,328.00
3	Installation and Removal of Inlet Protection	EA	1	\$9,000.00	\$9,000.00
4	Installation and Removal of Ditch Check	LF	80	\$185.00	\$14,800.00
5	Mobilization	LS	1	\$215,000.00	\$215,000.00
6	Traffic Control	LS	1	\$100,000.00	\$100,000.00
7	Pavement Removal	SY	2,461	\$52.00	\$127,972.00
8	Cold Milling (0" to 4")	SY	4,662	\$9.00	\$41,958.00
9	Clearing and Grubbing	LS	1	\$72,000.00	\$72,000.00
10	Unclassified Excavation	CY	544	\$47.00	\$25,568.00
11	Contractor Furnished Material	CY	1,544	\$35.00	\$54,040.00
12	Embankment	CY	1,779	\$19.00	\$33,801.00
13	6" Aggregate Base - Type AB-3	SY	3,283	\$12.00	\$39,396.00
14	Bituminous Surface Course	Ton	1,140	\$133.00	\$151,620.00
15	10" Non-Reinforced Dowel Jointed Concrete Pavement	SY	2,661	\$143.00	\$380,523.00
16	10" Reinforced Concrete Pavement	SY	622	\$162.00	\$100,764.00
17	Tack Coat	Gal	236	\$18.00	\$4,248.00
18	7' Chain-Link Fence with Barbed Wire, Complete	LF	1,382	\$70.00	\$96,740.00
19	Vehicle Gate, Manual Sliding (22' Wide)	Ea	1	\$3,500.00	\$3,500.00



Item No.	Description	Unit	Quantity	Unit Price	Extension
20	Vehicle Gate, Manual Sliding (26' Wide)	Ea	1	\$3,500.00	\$3,500.00
21	Vehicle Gate, Manual Sliding (27' Wide)	Ea	1	\$3,500.00	\$3,500.00
22	Vehicle Gate, Manual Sliding (30' Wide)	Ea	1	\$3,500.00	\$3,500.00
23	Vehicle Gate, Manual Sliding (31' Wide)	Ea	1	\$3,500.00	\$3,500.00
24	Pedestrian Swing Gate 6' Wide	Ea	2	\$1,000.00	\$2,000.00
25	Removal of Existing Fence, Complete	LF	448	\$8.00	\$3,584.00
26	Installation and Removal of Temporary Fence	LF	1,108	\$12.00	\$13,296.00
27	Removal of Existing Gates	Ea	1	\$462.00	\$462.00
28	Aggregate Mow Strip	LF	1,382	\$7.00	\$9,674.00
29	Anti-Burrow Barrier	LF	997	\$12.00	\$11,964.00
30	18" Storm Sewer (RCP), (Class IV)	LF	231	\$144.00	\$33,264.00
31	24" Storm Sewer (RCP), (Class IV), W/Pipe Collar	LF	16	\$320.00	\$5,120.00
32	18" End Section (RC)	Ea	2	\$1,800.00	\$3,600.00
33	Type II-P Area Inlet	Ea	3	\$9,000.00	\$27,000.00
34	Modify Sanitary Sewer Manhole	Ea	1	\$14,000.00	\$14,000.00
35	Seeding, Fertilizing and Mulching	Acre	0.4	\$22,000.00	\$8,800.00
36	Construct New Fuel Facility Complete	LS	1	\$5,970,000.00	\$5,970,000.00
37	Decommission and Demolition of Both Existing Fuel Facilities	LS	1	\$2,600,000.00	\$2,600,000.00

TOTAL BASE BID (Numeral Format) \$ \$10,243,902.00

TOTAL BASE BID (Word Format) Ten million, two hundred forty three thousand, nine hundred two dollars.

For the **Decommission and Demolition of Both Existing Fuel Facilities**, we assumed 6,000 cubic yards of contaminated soils would need to be removed and replaced. Bidder shall provide a unit price below for the removal and replacement of excess contaminated soils beyond the above assumed amount. The amount of excess contaminated soils will be included in a change order using this unit price.

38	Removal and Replacement of Excess Contaminated Soils	CY	1	\$375.00	\$375.00

ACKNOWLEDGEMENTS BY BIDDER

a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for



- actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the Instructions to Bidders, including without limitation those dealing with the disposition of Bid guarantee. The BIDDER further acknowledges that each of the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check, cashier's check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **ninety (90) days** from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within **thirty (30) days** of the notice-of-award and furthermore, provide executed payment and performance bonds within **fifteen (15) days** from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice-to-Proceed" as issued by the OWNER. The anticipated date that project work may commence is on or about **April 1, 2023.** The undersigned further agrees to complete the Project within 330 Calendar Days from the Notice-to-Proceed.
- h. The bidder acknowledges and accepts that for each and every Calendar Day the project remains incomplete beyond the contract time of performance, the substantial completion date, or not open to traffic as stipulated in the preceding paragraphs of this section, the CONTRACTOR shall pay the non-penal amount of \$3,600.00 per calendar day as a liquidated damage to the OWNER.
- i. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged Business Enterprise goal of **nine (9) percent** for this project. The BIDDER acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix A, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the OWNER'S established goal. The BIDDER, in complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, "Utilization Statement" and "Letter of Intent".
- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis-Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.

Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a

complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:

- 1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1,5.
- 2. Has 50 or more employees.
- 3. Is a prime contractor or first tier subcontractor.
- 4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more
- k. The undersigned acknowledges receipt of the following addenda:

Addendum Number 1 dated	Received 2/14/23
Addendum Number 2 dated	Received 2/22/23
Addendum Number 3 dated	Received 2/24/23
Addendum Number 4 dated	Received 2/27/23

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- b. The BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement these referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- c. The BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- d. The BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- e. The BIDDER has given the Engineer written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.
- f. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- g. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- h. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress, or performance of the work
- i. The BIDDER has correlated their observations with that of the project documents.

- j. The BIDDER has found no errors, conflicts, ambiguities, or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- k. The BIDDER is familiar with all applicable Federal, State, and local laws, rules and regulations pertaining to execution of the contract and the project work that may in any manner affect cost, progress or performance of the work.
- 1. The BIDDER has complied with all requirements of these instructions and the associated project documents.
- m. This BID is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer, or agent of OWNER'S has direct or indirect financial interest in this proposal.
- b. Certification of Non-Segregated Facilities: (41 CFR Part 60-1.8) The BIDDER, as a potential federally assisted construction contractor, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

- c. **Trade Restriction Certification:** (49 CFR Part 30) The Bidder, by submission of an offer certifies that it:
 - 1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR).
 - 2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or

- controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- 3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
- d. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: (49 CFR Part 29) The Bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.
- e. **Buy American Certification:** (Title 49 U.S.C. Chapter 501) As a condition of bid responsiveness, the bidder must certify its compliance with the Buy American preferences established under Title 49 U.S.C. Section 50101. Bidders must complete the Buy American certification that is attached to this proposal form.

ATTACHMENTS TO THIS BID

The following documents are attached to and made a part of this B

- 1. Bid Guaranty in the form of Bid Bond
- 2. Completed DBE forms "Utilization Statement" and "Letter of Intent".
- 3. Evidence of good faith efforts required by 49 CFR Part 26, Appendix A. If proposed DBE goal is met, submittal of evidence of good faith efforts is not required.
- 4. Evidence of BIDDER'S qualifications per the requirements of the Instructions-to-Bidders.
- 5. Buy American Certification.

SIGNATURE OF BIDDER

IF AN INDIVIDUAL:		
Name:		
Ву:	(Signature of Individual)	
	(Signature of Individual)	
Doing Business as:		No. Americanists
Business Address:		
Telephone Number:		
IF A PARTNERSHIP:		
Partnership Name:		-
Ву:		
	(Authorized Signature) (Attach Evidence of Authority to sign as a Pai	rtnership)
Name and Title:		Advanture.
Business Address:		
	4	-
Telephone Number:		
IF A CORPORATION:		
Corporation Name:	KEAR Civil Corporation	
Ву:	2	
	(Authorized Signature) (Attach Evidence of Authority to sign)	
Name and Title:	Matt Smith, Vice President	
Business Address:	22555 N. 20th Avenue	···
	Phoenix, AZ 85027	
Telephone Number:	623.580.1100	(CORPORATE SEAL)
ATTEST: By:	(Authorized Signature)	
Name and Title:	Carmel Patterson, Marketing Manager	

Proposal Form

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PROPOSAL FORM

METROPOLITAN TOPEKA AIRPORT AUTHORITY FOE FUEL FARM TOPEKA REGIONAL AIRPORT TOPEKA, KANSAS AIP PROJECT NO. 3-20-0113-045

BIDDERS NAME: Kinley Construction Group

TO: Metropolitan Topeka Airport Authority

6510 SE Forbes Avenue, Suite# 1

Topeka, Kansas 66619

AIP Project No.: 3-20-0113-045

Description: FOE Fuel Fann, Topeka Regional Airport, Topeka, Kansas.

The undersigned Bidder, in compliance with the request for bids for construction of the above mentioned Project, hereby proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the contract Documents to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work as specified or indicated in the Bid Documents in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

Item No.	Description	Unit	Quantity	Unit Price	Extension
1	Temporary Seeding and Mulching	Acre	0.4	11.701 80	4,680.72
2	Installation and Removal of Silt Fence	LF	988	15.79	15.602.40
3	Installation and Removal of Inlet Protection	EA	1	9,361.44	9,361.44
4	Installation and Removal of Ditch Check	LF	80	19.50	1560.24
5	Mobilization	LS	1	97,356.75	97.356.75
6	Traffic Control	LS	I	57,177.77	57,177.77
7	Pavement Removal	SY	2,461	10.87	26.747.46
8	Cold Milling (0" to 4")	SY	4,662	8.61	40.121.19
9	Clearing and Grubbing	LS	1	42,369.39	42 369.39
10	Unclassified Excavation	CY	544	25.96	14,123.13
11	Contractor Furnished Material	CY	1,544	82.31	127.108.17
12	Embankment	CY	1,779	55.57	98,861.91
13	6" Aggregate Base -Type AB-3	SY	3,283	322.16	1,057,641.33
14	Bituminous Surface Course	Ton	1,140	662.68	755,458.10
15	10" Non-Reinforced Dowel Jointed Concrete Pavement	SY	2,661	193.05	513,711.50
16	10" Reinforced Concrete Pavement	SY	622	971.65	604,366.48
17	Tack Coat	Gal	236	971.65	90,654.97
18	7' Chain-Link Fence with Barbed Wire, Complete	LF	1,382	59.61	82,386.25
19	Vehicle Gate, Manual Sliding (22' Wide)	Ea	1	8,238.63	8,238.63

Item No.	Description	Unit	Quantity	Unit Price	Extension
20	Vehicle Gate, Manual Sliding (26' Wide)	Ea	1	9,227.26	9,227.26
21	Vehicle Gate, Manual Sliding (27' Wide)	Ea	1	9,556.81	9 556.81
22	Vehicle Gate, Manual Sliding (30' Wide)	Ea	1	10,545.44	10.545.44
23	Vehicle Gate, Manual Sliding (31' Wide)	Ea	1	10.874.99	10 74 00
24	Pedestrian Swing Gate 6' Wide	Ea	2	3.295.45	6,590.90
25	Removal of Existing Fence, Complete	LF	448	105.19	47,124.94
26	Installation and Removal of Temporary Fence	LF	1,108	35.69	39.545.40
27	Removal of Existing Gates	Ea	1	6,590.90	6,590.90
28	Aggregate Mow Strip	LF	1,382	35.77	49.431.75
29	Anti-Burrow Barrier	LF	997	49.58	AO <i>A'l</i> 1 7,
30	18" Storm Sewer (RCP), (Class IV)	LF	231	22.11	5,106.74
31	24" Storm Sewer (RCP), (Class IV), W/Pipe Collar	LF	16	33.35	533.54
32	18" End Section (RC)	Ea	2	533.54	1067.u
33	Type II-P Area Inlet	Ea	3	2,896.39	8,689.08
34	Modify Sanitary Sewer Manhole	Ea	1	60,823.59	60,823.59
35	Seeding, Fertilizing and Mulching	Acre	0.4	52.887.05	21,154.82
36	Construct New Fuel Facility Complete	LS	1	5,616,122.69	5,616,122.69
37	Decommission and Demolition of Both Existing Fuel Facilities	LS	1	819,102.50	819,102.50

TOTAL BASE BID (Numeral Format) \$ 1_0_,4_1_9,_04_800	
TOTAL BASE BID (Word Format)	
Ten Million Four Hundred Nineteen Thousand Forty Eight Dollars and Zero Cents	

For the **Decommission and Demolition of Both Existing Fuel Facilities**, we assumed 6,000 cubic yards of contaminated soils would need to be removed and replaced. Bidder shall provide a unit price below for the removal and replacement of excess contaminated soils beyond the above assumed amount. The amount of excess contaminated soils will be included in a change order using this unit price.

38	Removal and Replacement of Excess	CY	1	68.88	
20	Contaminated Soils				

ACKNOWLEDGEMENTS BY BIDDER

a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for

Proposal Form

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- actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the Instructions to Bidders, including without limitation those dealing with the disposition of Bid guarantee. The BIDDER further acknowledges that each of the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check, cashier's check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **ninety (90) days** from the stated date for receipt of bids.
- £ The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within thirty (30) days of the notice-of-award and furthermore, provide executed payment and performance bonds within fifteen (1S) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice-to-Proceed" as issued by the OWNER. The anticipated date that project work may commence is on or about **April 1, 2023.** The undersigned further agrees to complete the Project within 330 Calendar Days from the Notice-to-Proceed.
- h. The bidder acknowledges and accepts that for each and every Calendar Day the project remains incomplete beyond the contract time of performance, the substantial completion date, or not open to traffic as stipulated in the preceding paragraphs of this section, the CONTRACTOR shall pay the non-penal amount of \$3,600.00 per calendar day as a liquidated damage to the OWNER.
- 1. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged Business Enterprise goal of nine (9) percent for this project. The BIDDER acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix A, 49 CPR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CPR Part 26 for purposes of meeting the OWNER'S established goal. The BIDDER, in complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, "Utilization Statement" and "Letter of Intent".
- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis-Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.

Compliance Reports (41 CPR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) ifs/he has not submitted a

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Addendum No. 1

complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:

- 1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1,5.
- 2. Has 50 or more employees.
- 3. Is a prime contractor or first tier subcontractor.
- 4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more
- k. The undersigned acknowledges receipt of the following addenda:

Addendum Number 1 dated	Received 2/14/2023
Addendum Number 2 dated	Received <u>2/22/2023</u>
Addendum Number 3 dated	Received <u>2/24/2023</u>
Addendum Number_±_ dated	Received 2/27/2023

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- b. The BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement these referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- c. The BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- d. The BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- e. The BIDDER has given the Engineer written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.
- £ The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- g. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- h. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress, or performance of the work
- i. The BIDDER has correlated their observations with that of the project documents.

- j. The BIDDER has found no errors, conflicts, ambiguities, or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- k. The BIDDER is familiar with all applicable Federal, State, and local laws, rules and regulations pertaining to execution of the contract and the project work that may in any manner affect cost, progress or performance of the work.
- I. The BIDDER has complied with all requirements of these instructions and the associated project documents.
- m. This BID is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organiz.ation or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer, or agent of OWNER'S has direct or indirect financial interest in this proposal.
- b. Certification of Non-Segregated Facilities: (41 CFR Part 60-1.8) The BIDDER, as a potential federally assisted construction contractor, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any ofits establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

- c. **Trade Restriction Certification:** (49 CFR Part 30) The Bidder, by submission of an offer certifies that it:
 - 1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR).
 - 2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or

- controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- 3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
- d. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: (49 CFR Part 29) The Bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.
- e. **Buy American Certification:** (Title 49 U.S.C. Chapter 501) As a condition of bid responsiveness, the bidder must certify its compliance with the Buy American preferences established under Title 49 U.S.C. Section 50101. Bidders must complete the Buy American certification that is attached to this proposal form.

ATTACHMENTS TO MIS BID

The following documents are attached to and made a part of this Bid:

- 1. Bid Guaranty in the form of 5 % of bidders maximum bid price
- 2. Completed DBE forms "Utilization Statement" and "Letter of Intent".
- 3. Evidence of good faith efforts required by 49 CFR Part 26, Appendix A If proposed DBE goal is met, submittal of evidence of good faith efforts is not required.
- 4. Evidence of BIDDER'S qualifications per the requirements of the Instructions-to-Bidders.
- 5. Buy American Certification.

SIGNATURE OF BIDDE_R

IF AN INDIVIDUAL:		
Name:		
By:		
	(Signature of Individual)	
Doing Business as:		
Business Address:		
Telephone Number:		
IF A PARTNERSHIP:		
Partnership Name:		
Ву:	(1²1:`uihorized Signature)	
	(Attach Evidence of Authority to sign as a Pai	rtnership)
Name and Title:	Rennie Crisafulli - President	
Business Address:	730 I E. Commercial Blvd.	
	Arlington, TX 76001	
Telephone Number:	817-461-2100	
IF A CORPORATION:		
Corporation Name:		
By:		
	(Authorized Signature) (Attach Evidence of Authority to sign)	
Name and Title:		
Business Address:		
Telephone Number:		(CORPORATE SEAL)
ATTEST:		
By:		
y .	(Authorized Signature)	•
Name and Title:		
posal Fonn		PF-7 of9

PF-7 of9 Addendum No. 1 Office of:

President

To:

Board of Directors

From:

Eric M. Johnson

Subject:

Consider Approval of Federico // Duerst

Consulting Group Memorandum of Agreement

(Board Action Required)



Date: March 13, 2023

The MTAA is working on some very important legislative issues which require an experienced individual to take the lead. Federico // Duerst Consulting Group is a government affairs firm that is very-well respected and capable of handling those issues.

Federico // Duerst has indicated they can begin immediately and has provided the attached Memorandum of Agreement. Federico//Duerst agrees to lobby the Legislative and Executive Branch in Kansas in pursuit of a favorable outcome related to HB2336 and the NIAR funding issue.

A retainer of Seven Thousand Five Hundred Dollars (\$7,500) is required upon execution of this Agreement. In addition to the retainer, a one-time payment of Twenty Thousand Dollars (\$20,000) will be due to Federico // Duerst Consulting Group on April 1, 2023 and shall represent payment in full of this Agreement.

I recommend the Board approve the agreement and authorize the Chair / President to finalize and execute the agreement.

If you have any questions, please do not hesitate to contact me.



MEMORANDUM OF AGREEMENT

Federico // Duerst Consulting Group & Metropolitan Topeka Airport Authority

STATED AGREEMENT: Upon execution of this Memorandum of Agreement, it is understood that The Metropolitan Topeka Airport Authority (hereinafter referred to as MTAA), retains the services of the Federico // Duerst Consulting Group d.b.a. Federico Consulting, Inc (hereinafter referred to as FC), for the purposes of lobbying for the passage of HB2336 and the NIAR funding issue.

SERVICES TO BE PROVIDED: In an effort to comply with this Agreement and specific requests of MTAA for work to be performed in Kansas, FC agrees to lobby the Legislative and Executive Branch in Kansas in pursuit of a favorable outcome related to HB2336 and the NIAR funding issue.

AGREEMENT LIMITATION: FC agrees to put forth a reasonable and good faith effort as it relates to time and talent to accomplish the specifically stated legislative and governmental objectives of MTAA. MTAA agrees to reasonably cooperate with FC and provide the necessary assistance and support requested by FC to help achieve the stated objectives. It is mutually agreed and understood that FC cannot and does not either expressly or impliedly guarantee or warrant the results of its efforts.

LEGAL SERVICES: It is understood that by the terms of this Agreement, although John J. Federico has the authority to practice law in the State of Kansas, neither John J. Federico nor FC have been retained for the purposes of rendering legal services or providing legal advice to MTAA. Although an attorney/client relationship will not exist between MTAA and FC, FC agrees, within the boundaries of the law, to implement procedures in its offices and with its employees to keep confidential all documents, communications and information identified as such by MTAA.

PROFESSIONAL SERVICES: MTAA acknowledges that FC has now and may hereafter acquire other clients with non-conflicting interests to those of MTAA and that the services of FC are not exclusive to MTAA. If MTAA believes FC has a conflicting interest client, MTAA must notify FC within 7 business days, to allow FC to investigate and resolve any conflicts. Both parties hereto agree that in the performance of the services outlined herein, FC is at all times acting as an independent contractor and not as an employee or agent of MTAA. Nothing contained herein may be construed to create a partnership or employer – employee relationship between the parties. While maintaining a professional relationship with MTAA, FC and its employees shall at all times

comply with all applicable state laws and regulations and perform its duties within ethical bounds consistent with the day to day business practices of MTAA as specifically identified by MTAA in writing to be provided by MTAA.

TERMINATION OF AGREEMENT: It is understood that either party may terminate this Agreement for any reason with 60 (sixty) days written notice, and that all terms within this Agreement shall remain in force until the 60 days has lapsed.

TERMS OF AGREEMENT:

- 1. **EFFECTIVE DATE:** This Agreement shall be effective beginning March 7, 2023.
- 2. **RETAINER**: A Retainer of \$7,500 (seven thousand, five hundred dollars) is required upon execution of this Agreement.
- 3. **INSTALLMENT:** In addition to the Retainer, MTAA agrees to pay a one-time installment payment to FC of \$20,000 (twenty thousand dollars) on April 1, 2023, which shall represent payment in full of this Agreement.
- 4. **PAYMENT:** FC agrees to submit requests for payment accordingly.
- **5. REIMBURSEMENT:** FC shall not be entitled to reimbursement of expenses unless agreed to by both parties in writing.
- 6. **NOTICES:** All Notices and written communication between the parties hereto shall be deemed proper and delivered if hand-delivered; e-mailed and confirmed; or delivered by certified or registered form of mail/delivery service addressed as follows:
- A) For FC: Federico // Duerst Consulting Group 900 S. Kansas Ave. Third Floor Topeka, KS 66612
- B) For MTAA: Metropolitan Topeka Airport Authority 6510 SE Forbes Ave. Topeka, KS 66619

Memorandum of Agreement FC & MTAA Page 3

- 7. **MEDIATION:** If there is any disagreement (except non-payment) as to the terms of this Agreement, or the work to be provided, the parties hereto shall reasonably attempt to resolve the dispute and if it remains unresolved for a period of (10) ten days, the parties hereto shall submit the issue to a Mediator in Topeka, Kansas. No party may file any litigation (except for non-payment) until after Mediation has concluded.
- 8. **JURISDICTION AND VENUE:** In the event of a non-payment default, MTAA agrees and submits to the venue and the exclusive jurisdiction of the District Court of Shawnee County, Kansas. If litigation is filed each party hereto agrees that the non-prevailing party shall pay the reasonable attorney fees and court costs of the prevailing party.

	the hereto, and both parties hereto acknowledge veen the parties hereto either expressed or implied.
Dated this day of	
Federico Consulting Inc. 900 S. Kansas Ave. Third Floor Topeka, KS 66612	Metropolitan Topeka Airport Authority 6510 SE Forbes Ave. Topeka, KS 66619
John J. Federico - Federico Consulting, Inc	XXX – MTAA

Office of:

President

To:

Board of Directors

From:

Eric M. Johnson

Subject:

Consider Proposal Presented by Premier Employment Solutions.

(Board Action Required)



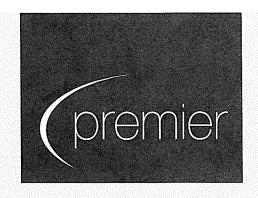
Date: March 13, 2023

With the newly created position of Director of Development, we sought assistance in locating the right person for the position. We met with Premier Employment Solutions to discuss their experience working with executive level searches and discussed the position we seek to fill.

The Premier team has extensive experience in recruiting and placing executive level candidates for various non-profits, associations, and government entities in the Topeka area including; Greater Topeka Partnership (CEO Search), United Way (CEO/President), City of Topeka (City Manager). Premier will assist staff with reviewing and revising the position description to maximize candidates' interest. They will remain involved during every phase of the process from marketing to transition.

Premier Employment Solutions fee for this service is a flat fee of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00). If the candidate's employment is terminated for cause within the first 3 months of employment Premier will perform a new search at 50% of the original fee. I recommend the Board authorize staff to contract this service with Premier Employment Solutions.

If you have any questions, please do not hesitate to contact me.



KANSAS PERSONNEL SERVICES, INC.
DBA PREMIER EMPLOYMENT SOLUTIONS

Metropolitan Topeka Airport Authority Director of Development

DESCRIPTION OF QUALIFICATIONS AND EXPERIENCE

Kansas Personnel Services, Inc. dba Key Staffing dba Premier Employment Solutions is a Kansas Corporation established in March of 1989 with the primary office located in Topeka, KS. We offer significant experience working with executive level searches and have a unique knowledge and connection to the Topeka Community.

- Consulting Team and Experience: Our team dedicated to the MTAA would include the executive team of Patti Mellard, Paul Bossert, and Kathleen Hein. Patti Mellard has been in the Recruiting and Staffing industry for more than 35 years. Patti established a division of Kansas Personnel Services focusing on direct hire and executive recruiting in 1998. Paul Bossert has been working with Kansas Personnel Services for more than 16 years. Paul has managed all aspects of the business operations including direct hire and executive recruiting for more than 10 years. Paul has conducted or overseen the successful completion of more than 400 direct hire searches. Kathleen Hein has more than 15 years of experience in direct hire recruiting and has the unique ability to uncover hard-to-find candidates and form strong relationships with clients and candidates. Additional recruiters and support staff would be utilized throughout the process.
 - Association & Executive Level Searches: Our team has extensive experience recruiting and placing executive level candidates for various non-profits, associations, and government entities. Some examples include, the Greater Topeka Chamber of Commerce (CEO Search), United Way (CEO/President), City of Topeka (City Manager), Jayhawk Area Council (Development Director), KAMMCO (Controller), Kansas Chamber of Commerce, Kansas County Association Multiline Pool, League of Kansas Municipalities, Kansas Soy Bean Association, and more.
- Governmental Experience: We have worked with various governmental organizations for more than 30 years including the City of Topeka, Shawnee County, Riley County, Johnson County, and the State of Kansas. Paul and Patti have served on numerous committees and boards that work directly with the City Manager, Mayor, Council, and JEDO, having developed knowledge regarding the relationships between each. This is valuable in a comprehensive understanding of the community, economy, and current issues of significance.
- Working with Boards or Committees: We have extensive experience working with search teams, boards, and committees from various industries including government, universities, non-profits, associations, and private employers giving us a diverse background in collaboration and consensus among hiring teams.
- Community Knowledge and Involvement: Patti, Paul, and Kathleen are very involved in the Topeka community which adds significant value to the MTAA search through connections with community and business leaders and a vast referral network throughout the midwest.

PROCESS

- **Research:** If selected, Premier would conduct market research and make recommendations regarding salary level and compensation structure as needed.
- Marketing: Premier would consult with the MTAA to review the description of the job requirements and develop a comprehensive position description. Any additional marketing materials would be developed in coordination with the MTAA. The recruiting plan would be in development during this stage.
- Sourcing: Sourcing would include various avenues of marketing and recruiting. We would seek both active and passive candidates. Screening and evaluation of candidates along with preliminary interviews on qualified candidates would be conducted. We would work closely with MTAA to generate a target time frame for sourcing along with a contingency plan for any sourcing extensions. All qualified candidates would be tracked internally and summarized reports would be submitted periodically along with a debrief to the MTAA's search committee.
- Screening & Assessment: Premier would conduct the initial review and screening of applicants and make recommendations on candidates to move forward. Our team would work with the MTAA to develop interview processes, timeline, and provide a consultant to help with the interview process.
- Selection & Interviews: Premier would provide a slate of qualified candates to the MTAA selection team. Additional information would be gathered upon request. Premier and the MTAA would work together to narrow the slate of candidates down to 3-5 final candidates. Premier would assist in scheduling interviews and consult or observe as much as requested before and during the interviews. If desired, Premier would lead a community leader panel to gain outside feedback.
- Reference/Background Checks: Reference checks would be conducted as requested using questions and criteria generated through collaboration with the MTAA. General research and diligence checks would be conducted throughout the process. Extensive criminal background checks, education verification, and credit checks would be conducted by Premier after an offer is made.
- Offer: After a candidate is selected, Premier would work with the candidate and MTAA to navigate the offer and contract negotiations as requested.
- Transition: After an offer is accepted and the appropriate background checks and diligence has been conducted we would walk the candidate through the resignation process and help the MTAA navigate any on-boarding assistance as needed.

PRICING AND GUARANTEE

- Retained Search: \$22,500 flat fee
- Replacement Guarantee: If the candidate's employment is terminated for cause within the first 3 months of employment Premier will perform a new search at 50% of the original fee.