

Budget Workshop 2:30 PM
MTAA Board Meeting 3:30 PM

Tuesday, July 18, 2023

MTAA Administrative Office – Board Room
6510 SE Forbes Ave., Building #620

Addressing the MTAA Board: No person shall address the Board during a Board Meeting, unless they have notified the MTAA Administration Office by 2:00 P.M. on the day of any Board Meeting of their desire to speak on a specific matter on the published meeting agenda or during the public comment portion of the Board Meeting. This limitation shall not apply to items added during the course of a meeting. The Board does not take action with respect to any subject not on the agenda unless added to the agenda by a vote of the Board. Persons addressing the Board will be limited to four (4) minutes of public address on a particular agenda item. Debate, question/answer dialogue or discussion between Board members will not be counted towards the four (4) minute time limitation. The Chair may extend time with the unanimous consent of the Board or the Board by affirmative vote may extend the four (4) minute limitation. Persons will be limited to addressing the Board one (1) time on a particular matter unless otherwise allowed by an affirmative vote of the Board. Citizens wishing to offer Public Comment may sign up by phoning the MTAA Administration office at 862-2362. The Board may waive prior notice by majority vote. To make arrangements for special accommodations please call (785) 862-2362. A 48-hour advance notice is preferred. Agendas are available on Thursday afternoon prior to the regularly scheduled Board meetings at the MTAA Administration Office, Topeka Regional Airport and Business Center, 6510 SE Forbes Ave., Ste. 1, Topeka, KS 66619.

1. Inquire if Notification was given to all Requesting Notification of MTAA Board Meetings.
2. Approve Minutes of the Regularly Scheduled Board Meeting of June 20, 2023.
3. Public Comment.
4. Adopt Agenda.

ACTION ITEMS:

5. 2024 Budget – Notice of Revenue Neutral Rate Intent to Shawnee County Clerk.
6. Consider Quotes for Perimeter Gate Access Control System at Topeka Regional Airport.
7. Consider Quotes for Media Blasting Hangar Doors at 6930 SE Ross St. at Topeka Regional Airport.
8. Consider Approval of Amendment No. 1 to Grant Offer 3-20-0113-044-2023 (BIL).
9. Consider Approval of MTAA Resolution No. 23-290 Authorizing the Acceptance of Grant Offer No. 3-20-0113-046-2023 (AIP) Through Federal Aviation Administration to Reconstruct Taxiway A & D (75' x 700') – Design Only.
10. Consider Approval of WSP USA, Inc., Agreement No. 30900280 - Task Order No. 15 Construction Administration Services – SRE Building.

INFORMATIONAL ITEMS:

11. Information on Fence Installation at Hangar 17 at Philip Billard Airport.
12. MTAA Organizational Chart Update to Reflect Director of Development Position.
13. Explanation Regarding the Grant Funds and Security for the Funds on Deposit with Fidelity Bank.
14. Monthly Reports:
 - a. Aviation-Related Issues & Air Service – Eric Johnson
 - b. Economic Development & Leasing Activity – Eric Johnson

DISCUSSION ITEMS:

15. Frequency of Board Meetings – Discussion on possibly holding a second monthly meeting to discuss finances, fuel sales and economic development items.
16. Content of Board Meetings – Discussion regarding a maintenance report from the Director of Maintenance.
17. Executive Session.



METROPOLITAN TOPEKA AIRPORT AUTHORITY
TOPEKA REGIONAL AIRPORT & BUSINESS CENTER | BILLARD AIRPORT

Board of Directors

Metropolitan Topeka Airport Authority June 20, 2023

Work Session – 2024 Budget Workshop.....2:30 PM

Draft #2 of the 2024 Budget was presented to the Board. Staff provided updates to the draft presented in May. The timeline was discussed and the likelihood of exceeding the Revenue Neutral Rate (RNR) of 1.596 as provided by the Shawnee County Clerk's office. The estimated assessed valuation as of July 1, 2023 of \$2,212,606,711 was provided.

Regular Monthly Meeting 3:30 PM

Chairwoman Lisa Stubbs brought the regular monthly meeting of the MTAA Board of Directors to order at 3:30 PM with the following Board members present: Brian Armstrong, Sam Sutton, Mike Munson and Joe Ledbetter. Also in attendance were:

- Sam Stallbaumer, WSP USA, Inc.
- Jennifer Kuchinski, WSP USA, Inc.
- Molly Howey, GO Topeka
- Mike Bell, Visit Topeka
- Paul Bossert, Premier Employment Solutions
- Mayor Mike Padilla, City of Topeka (via ZOOM)
- Rick Arnold, H&H Aircraft (via ZOOM)
- Amy Oesterrich, Heinen Bros Ag (via ZOOM)
- Don Loyd – MTAA (TOP Fuel Service)
- John Ross – MTAA (Police & Fire Department)
- Terry Poley – MTAA (Maintenance Department)
- Timothy Resner of Frieden & Forbes, LP – Legal Counsel to the Board

Other staff members present were Eric Johnson, Cheryl Trobough and Matt Narsh.

Item 1. Notice.

Chairwoman Stubbs inquired if everyone who requested notification had been notified of this meeting. **Ms. Trobough replied that notifications were sent.**

Item 2. Approve Minutes of the Regularly Scheduled Board Meeting of May 16, 2023; Special Board Meeting of May 23, 2023; Special Board Meeting of May 26, 2023; and Special Board Meeting of June 2, 2023.

Chairwoman Stubbs asked the Board to review the Minutes of the Regularly Scheduled Board Meeting of May 16, 2023; Special Board Meeting of May 23, 2023; Special Board Meeting of May 26, 2023; and Special Board Meeting of June 2, 2023. She inquired if there were any additions, corrections or comments to the Minutes.

Mr. Munson made the motion to approve the Minutes of the Regularly Scheduled Board Meeting of May 16, 2023; Special Board Meeting of May 23, 2023; Special Board Meeting of May 26, 2023; and Special Board Meeting of June 2, 2023 as presented. Mr. Sutton seconded the motion. Motion carried.

Item 3. Public Comment.

Chairwoman Stubbs inquired if there was anyone registered to speak during Public Comment. Mr. Johnson replied that there was not.

Item 4. Adopt the Agenda.

Chairwoman Stubbs inquired if there were any changes to the Agenda as presented. Mr. Ledbetter made a motion to adopt the Agenda as amended. Mr. Armstrong seconded the motion. Motion carried.

SUGGESTED ITEMS FOR BOARD DISCUSSION: - NO ACTION TAKEN

Item 5. Air Racing Association Site Selection Request.

Mr. Johnson introduced Mr. Mike Bell, Visit Topeka to discuss the Reno Air Races. After Fifty Years, they are searching for a new location. The air races typically attract participants and spectators from all over the country. Visit Topeka received the RFP which includes site and technical document. The question is, do we want to pursue this? It is a lease arrangement for a period of seven to ten day. He stated he did not have all details identified and would require a \$25,000 site selection fee for them to come to Topeka to tour the airport and surrounding area. This would be a fall event, typically held in September. The funding of the event is the biggest question as it typically costs in the neighborhood of \$500,000.00 to stage this race. Topeka Regional Airport is the type of airport they are interested in looking at as we do not have busy scheduled traffic. We have the room to accommodate their needs. Mr. Bell will continue to develop information on this and will come back to update the Board at some time in the future.

Item 6. MTAA Leasing Policy.

There was discussion regarding the MTAA leasing policy or lack thereof. Mr. Johnson provided examples of leases he has worked on over the years but typically does not rely on the Board to finalize those. Only in unusual circumstances are these leases brought to the Board's attention. Mr. Johnson cited some examples of leases that were completed through the normal course of business and others that were brought to the Board due to their complex nature. Mr. Munson asked if the MTAA could use a leasing policy currently used at other airports. Mr. Ledbetter questioned the practice of automatically exercising options identified in our leases as these should require Board approval. Mr. Ledbetter also brought up the practice of assigning leases without Board oversight. There was additional discussion regarding the level of Board involvement on day-to-day operations and the need for a Leasing Policy. Mr. Munson inquired if there was a set of statutes that supplements the By-Laws. Mr. Resner responded and noted that some other airport By Laws he has reviewed look similar to what is in place at the MTAA.

Item 7. Possible 2024 Budget Changes, Proposals and Deadlines for Approval.

There was discussion involving the 2024 budget process. Mr. Ledbetter inquired what the process is for proposing changes to the budget. The standard timeline for the 2024 budget process would not be used this year due to the MTAA 2024 budget exceeding the revenue neutral rate. Mr. Ledbetter stated that since we are exceeding the RNR, our deadline would be extended until August. Ms. Trobough reviewed the requirements to be followed if/when the RNR is exceeded. Mr. Ledbetter also mentioned the need for additional time to discuss equipment, maintenance and capital projects that need to be addressed. Mr. Munson suggested questions be provided in a timely manner to allow staff to provide answers. Ms. Stubbs suggested that a special meeting may be required to discuss the upcoming budget. It was suggested that questions be provided to counsel in advance of the Board meeting.

Item 8. Snow Removal Equipment (SRE) Building Project.

Mr. Johnson provided an update of funding issues with the FAA. Due to the debt ceiling and FAA Reauthorization, the FAA Central Region has temporarily stopped issuing new Grants. The MTAA has a master grant for the CARES Act which is the source of subsequent grants for the various projects the Board previously authorized staff to pursue. The need for the Snow Removal Equipment Building was also discussed. Equipment was previously stored in an unused hangar but with recent interest in that hangar, all equipment is now parked outdoors. Ms. Trobough provided a list of all MTAA vehicles and equipment and identified which were acquired through the FAA Airport Improvement Program. Mr. Ledbetter inquired to the number of pieces of equipment purchased through the FAA AIP and if those could fit in a smaller building. Additional questions were asked and answered regarding the need to house the equipment. Mr. Armstrong asked whether the MTAA had already awarded the contract for the Fuel Farm. Eric Johnson

responded that the contract was awarded. Mr. Johnson stated he had contacted Ed Hyatt, FAA Central Region, and that while he could make no promises, he is hopeful that grant writing would resume writing grants in the next week or two. Mr. Munson asked if there were legal implications since the contractor began mobilizing. Mr. Resner responded that the MTAA has a grant in place and that another method may be considered to drawdown on those funds. Mr. Sutton offered information on a building he priced that would be similar in size but a fraction of the cost of the SRE Building. There are significant FAA requirements for the SRE Building that are beyond the MTAA's control. Mr. Ledbetter inquired why Hangar 603 is not available for the storage of our snow removal equipment. It was explained that the hangar was designed for aeronautical use and now that a prospective tenant has expressed an interest, it was no longer available to the MTAA to use for equipment storage. Alternate methods to construct a storage building were discussed if federal funding is withdrawn. Mr. Armstrong noted that over time, WSP has typically held to ten percent design costs, but due to redesign and change of scope, cost increases were justified on the SRE design engineering fees.

Item 9. Possible Dates for an Additional Meeting for 2024 Budget Proposals.

There was discussion regarding the need for an additional meeting for the 2024 budget proposals. It was decided to delay any decision on the need until the July Board meeting.

Information Only Items:

Item 10. Monthly Reports

10.a. Aviation-Related Issues & Air Service – Mr. Johnson

Mr. Johnson provided the following report:

- The terminal building at Billard Airport is beginning to take shape. The structural steel is up, roof decking is in place and they are installing the wall studs.
- Staff is meeting with the FAA and their siting contractor on June 28th to identify where to put the new air traffic control tower. This process will identify 3 alternate sites for consideration. Mr. Johnson believes the best location will likely be in the same general area it is located now.
- FAA has notified that there are some entitlement funds at Philip Billard Airport that are due to expire and contacted Mr. Johnson about transferring these funds to Augusta Municipal Airport (Augusta, KS) for a FY23 airport project. In speaking with the FAA planner in the central region about this, Mr. Johnson requested the funds be transferred to Topeka Regional Airport for the Taxiway A/D projects. This process was completed today.
- The T-Hangar roofing project began this week. Staff will get pictures for the Board as work progresses. Staff also identified a TIPS eligible painting contractor to freshen up the exterior paint. FBO employees are coordinating with the contractor to move aircraft during the roof application process.
- The storm damage at the Topeka Regional Airport terminal building has been repaired. HTK completed a punch list for the contractor to address. Overall, it looks good but most importantly, the roof and wall system is dry.
- Renovations on the hangar at 6930 SE Ross St. are nearing completion. The MTAA Maintenance Department completed all the demo in advance of JB Turner installing the siding and insulation. Turner should be finished in 2-3 weeks as long as weather cooperates. The lease has been forwarded to the prospective tenant for final review.

10.b. Economic Development & Leasing Activity – Mr. Johnson

Mr. Johnson provided the following report:

- The prospective tenant for 501 SE Axton Section D has a redline copy of the lease for review. This building is a little over 20,000sf of useable space with an annual lease of \$56,160.00. Everything should be acceptable to them for the lease to be in place by July 1.
- Greenbush is the tenant at 6832 SE Ross St. They've been in the building for 6-7 years and have requested another 2-year lease with a 2-year option. The building is 14,480sf with an annual lease of \$135,070.00. This has been a good lease for both the MTAA and the tenant. MTAA made a number of improvements to the building several years ago with the tenant making a substantial investment as well including 1st floor restroom buildout and fire sprinkler system. A lease draft will be available for them by the end of this week.
- Heinen currently leases 3 small offices in the terminal building at Billard. The lease is up so they will vacate by the end of this month. It is recommended that these offices are not leased again.

Item 9. Executive Session

Chairwoman Stubbs stated there was a need for an Executive Session.

Mr. Armstrong made a motion to be recessed for the purpose of an Executive Session, pursuant to the Kansas Open Meeting Laws, for the purpose of discussing the position of Director of Development, with the justification being to discuss personnel matters of nonelected personnel, for a period of thirty (30) minutes, with the meeting to resume in open session at 5:36 PM. The Executive Session is to include Eric Johnson, Tim Resner and Paul Bossert. Mr. Munson seconded the motion. Motion carried.

Chairwoman Stubbs reconvened the Open Session meeting at 5:36 PM stating that there was no action as a result of the Executive Session.

Adjournment

Chairwoman Stubbs inquired if there was any further business to discuss, hearing none, she asked for a motion to adjourn. **Mr. Ledbetter made a motion to adjourn. Mr. Munson seconded the motion and the meeting was adjourned at 5:36 PM.**

These official minutes were approved by the Board of Directors on July 18, 2023.

Samuel W. Sutton, Secretary

Office of: President
To: Board of Directors
From: Eric M. Johnson



Subject: **2024 Budget – Notice of Revenue Neutral
Rate Intent to Shawnee County.
(Board Action Required)**

Date: July 13, 2023

Enclosed for the Board's review are Draft #3 of the 2024 Budget; the Notice of Revenue Neutral Rate Intent form to be submitted to Shawnee County by 5:00 PM on July 20, 2023; and Hearing Notice to Exceed Revenue Neutral Rate and Budget Hearing to be published on or before August 10, 2023.

Based upon the budget as presented, the mill levy for the 2024 budget is 2.391 and the MTAA's Ad Valorem tax levy will be \$5,291,400.

After the Budget Work Session, any changes to the itemized budget form made during the meeting will be reflected on the State's form and provided to the Board for their review and approval for publication.

The process involved if exceeding the RNR is new to the MTAA staff. The 2023 budget year was the first year that utilized the RNR and the budget approved by the Board of Directors was submitted as not exceeding the RNR.

The timeline as we have verified with the Shawnee County Clerk's office:

On or Before August 10 – The RNR/2024 Budget Hearing Notice must be published. If publishing in the Topeka Metro News, the publication date will be August 7 (deadline to submit is 12:00 noon on August 3). Once it is published, the only changes allowed to be made to the budget is to decrease the Proposed Expenditures for 2024.

August 20 to September 20 – The RNR/Budget Hearings may be held.

- 1) The RNR Hearing must be held first, allowing time for any taxpayers present to speak. The hearing is to be closed and a meeting called to order in open session for the Board to take a "Roll-Call" vote on the resolution to exceed the RNR.
- 2) Open Session is closed and the Budget Hearing for the 2024 Budget is held, allowing time for any taxpayers present to speak. Budget Hearing is then closed and the Regular Board Meeting convenes at the published time.
- 3) The Board may vote to approve the 2024 Budget at the August or September meeting for submission to the County Clerk by October 1.

Notice of Revenue Neutral Rate Intent

THE GOVERNING BODY OF Metropolitan Topeka Airport Authority, HEREBY NOTIFIES THE
Shawnee COUNTY CLERK OF INTENT TO EXCEED THE REVENUE NEUTRAL RATE;

☒ Yes, we intend to exceed the Revenue Neutral Rate and our proposed mill levy rate is
2.391. The date of our hearing is August 20 - September 20 at 2:30 ~~AM~~/PM and will be
held at 6510 SE Forbes Ave. in Topeka, Kansas.

☐ No, we do not plan to exceed the Revenue Neutral Rate and will submit our budget to
the County Clerk on or before August 25, 20 .

WITNESS my hand and official seal on July 18, 2023.

(Seal)

MTAA Board Chair
Clerk or Officer of Governing Body

NOTE: Notice required to be sent to County Clerk on or before 5 p.m. on July 20, otherwise Revenue
Neutral Rate cannot be exceeded. Signed notice may be scanned and sent electronically.

The governing body of
Metropolitan Topeka Airport Authority
Shawnee County

will meet on August 22, 2023 at 2:30 PM at MTAA Administrative Office, 6510 SE Forbes Ave., Topeka, KS 66619 for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds, the amount of tax to be levied and the revenue neutral rate.
Detailed budget information is available at Office of the MTAA President and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2024 Expenditures and Amount of 2023 Ad Valorem Tax establish the maximum limits of the 2024 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual 2022		Current Year Estimate for 2023		Proposed Budget Year for 2024		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2023 Ad Valorem Tax	Proposed Estimated Tax Rate*
General	7,568,707	1.930	6,564,950	1.750	11,125,315	5,291,400	2.391
Debt Service							
Non-Budgeted Funds	6,501						
Totals	7,575,208	1.930	6,564,950	1.750	11,125,315	5,291,400	2.391
Revenue Neutral Rate**							1.596
Less: Transfers	0		0		0		
Net Expenditures	7,575,208		6,564,950		11,125,315		
Total Tax Levied	3,540,792		3,533,027		XXXXXXXXXXXXXXXXXX		
Assessed Valuation	1,834,752,195		2,026,719,659		2,212,606,711		

Outstanding Indebtedness,

	2021	2022	2023
Jan 1,			
G.O. Bonds	0	0	0
Revenue Bonds	0	0	0
Other	231,994	0	0
Lease Pur. Princ.	0	0	0
Total	231,994	0	0

*Tax rates are expressed in mills.

**Revenue Neutral Rate as defined by KSA 79-2988

//Lisa D. Stubbs//

Chair of the Board

Page No. 7

Office of: President

To: Board of Directors

From: Eric M. Johnson

Subject: **Consider Quotes for Perimeter Gate Access
Control System at Topeka Regional Airport
(Board Action Required)**



Date: July 12, 2023

As a certificated, non-primary commercial airport, 14 CFR Part 139.329 and 139.335 requires us to restrict access of unauthorized personnel to the movement areas of the airport. An acceptable means for accomplishing this is to maintain access control systems at frequently used vehicle gates. For years, each of the three gates used by MTAA staff and tenants are controlled with a unique system, requiring an access card for each of the gates.

The access systems are failing with one in particular not operating at all. Authorized personnel are having to call our dispatch center to gain access through our primary gate. Staff requested quotes for a replacement system from multiple vendors but received only one response from Alltech. This system will be placed on our three gates and a single card can be programmed to allow access to select gates. In the event an individual leaves employment, the access card can be deactivated, denying future access.

I recommend the Board authorize the installation of the Access Control System and required hardware on Gates A, E, & J at Topeka Regional Airport, to include the cost of an additional 100 cards, offered by Alltech Communications Inc. at a cost of Nineteen Thousand Eight Hundred Thirty-three Dollars and No Cents (\$19,833.00). Funding for the gate system operation and security cameras is included in the 2023 Budget under Equipment Capital Project line item 92330.

Please contact me if you have any questions.



Voice Data Video Cabling • Business Phone Systems • Access Control Systems • Surveillance Camera Systems

June 9, 2023

MTAA
Forbes Ave, Topeka, KS
Topeka, KS 66619

Subject: Access Control for Gates

Alltech Communications is pleased to provide a competitive and comprehensive proposal for the services on the above referenced project. This system will provide you with a superior solution for Access Control for your Gates with simplicity of use.

ACCESS CONTROL PROJECT SPECIFIC ITEMS:

- Project to control Three [3] Gates (A, E and J) with Access Control.
- Provide One [1] Avigilon Access Control Server for Gate Control licensed for 16 readers. (This is expandable with additional licensing / hardware not included in this quote).
- Provide One [1] Outdoor Housing for Card Reader and Intercom for Gate A.
- Provide One [1] Schlage MT Card Reader for Gate A.
- Provide One [1] Outdoor Housing for Card Reader at Gate E next to FOE Terminal.
- Provide One [1] Schlage MT Card Reader for Gate next to FOE Terminal.
- Provide and install Two [2] Life Safety Power supplies with battery backup. One in Police / Fire Dept and One in FOE Terminal)
- Provide and install Mercury Access Control Controller cards to be installed in LSP Panels for Gate Control.
- Provide One [1] Outdoor Housing for Card Reader at Gate J.
- Provide One [1] Schlage MT Card Reader.
- Provide and install One [1] Life Safety Power supply with battery backup in old Gate Control Box.
- Provide and install Mercury Access Control Controller card to be installed in LSP Panel for Gate Control.
- Provide Point to Point Wireless from FOE Terminal to Gate J.
- Point to Point #1 Antenna to be mounted on Corner of FOE Terminal.
- Point to Point #2 Antenna to be mounted on Pole at Gate J.
 - MTAA to extend pole at Gate J to approximately 9ft.
- Provide Fifty [50] Secure Cards.
- Provide required Outdoor Cabling for Card Readers and Gate Control.
- Provide integration into existing gates for gate control with new system.
- Provide programming and configuration for schedules, roles, user groups.

\$18,833.00 *(plus applicable taxes)*

Add \$1,000.00 for an additional 100 cards



430 West 1st Avenue • Topeka, KS 66603 • (785) 267-0316 Topeka • (913) 722-1075 Kansas City

www.alltechks.com

EXCLUDED ITEMS:

- ♦ FIRE DEPARTMENT NETWORK MUST BE ON SAME NETWORK AS FOE TERMINAL for this system to work.
- ♦ ALLTECH excludes any cost for NETWORK setup REQUIRED for server connectivity.
- ♦ ALLTECH excludes any conduit work or trenching / directional boring required for FOE Terminal Gate.
- ♦ ALLTECH excludes any conduit for connectivity to card readers or gate controls. Alltech assumes existing pathway is in good condition and usable.
- ♦ ALLTECH excludes any electronic equipment other than listed above.
- ♦ ALLTECH excludes any painting and patching.
- ♦ ALLTECH excludes any electrical work needed.
- ♦ ALLTECH excludes any network configuration.

Quote Pricing valid for 30 days from date of quote.

Brad Harrison-Barr
Director -Technology Integration

Office of: President

To: Board of Directors

From: Eric M. Johnson



Subject: **Consider Quotes for Media Blasting Hangar Doors at
6930 SE Ross St. at Topeka Regional Airport
(Board Action Required)**

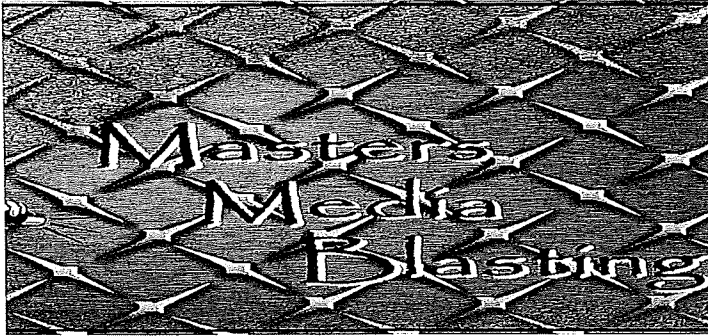
Date: July 13, 2023

As part of our efforts to improve the appearance of this hangar, staff requested and obtained one quote to have the exterior surface of the hangar doors media blasted. Once completed, the window frames will be removed and replaced with new metal. Staff will then paint the doors and install new seals along the door edges.

Masters Media Blasting, LLC provided a quote ranging from \$8,620.00 - \$11,650.00, depending on the length of time it takes to complete the project.

I recommend the Board authorize staff to contract with Masters Media Blasting, LLC at a cost not to exceed Eleven Thousand Six Hundred Fifty Dollars and No Cents (\$11,650.00).

Please contact me if you have any questions.



Estimate

Date: June 29, 2023

Invoice #:

PO #:

Masters Media Blasting, llc
Topeka, Kansas
(785) 272-0663

Customer: Terry Poley, Director of Maintenc
Metropolitan Topeka Airport Au
6510 SE Forbes Ave.
Topeka, KS 66619
(785) 862-0711
mtaa-topeka.org

Job Description

Payment Method

3-1 Paint Blocks (4) 9'x16'	Check
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Qty/Hrs	Description	Rate/Cost	Line Total
15-30	General Labor	\$75/Hour	\$1,125-\$2,250
25-45	Media Blasting	\$150/Hour	\$3,750-\$5,250
2	Mobile Fee	\$285	\$570.00
5-9	Additional Days Mobile Fee	\$135	\$675-\$1,080
	Equipment Rental		\$ 2,500.00

*Check can be made out to Masters Media Blasting

Subtotal	\$8,620-\$11,650
Sales Tax (9.35%)	
Total	\$8,620-\$11,650

We very much appreciate your business and look forward to working with you again in the future!

Office of: President

To: Board of Directors

From: Eric M. Johnson 

Subject: **Consider Approval of Amendment No. 1
to Grant No. 3-20-0113-044-2023 (BIL).
(Board Action Required)**



Date: July 13, 2023

The Federal Aviation Administration (FAA) provided us with Amendment No. 1 for Grant Agreement No. 3-20-0113-044-2023 for the Passenger Boarding Bridge at Topeka Regional Airport. This will amend the period of performance date of this BIL grant to align with the CARES O&M grant.

All other terms and conditions of the Grant Agreement remain in full force and effect. The grant amount will stay the same.

I am requesting the Board of Directors to authorize the MTAA President to sign Grant Amendment No. 1 to Grant No. 3-20--0113-044-2023.

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

X5GLL49BNJ4

(UEI No)

Topeka Regional Airport

(Airport/Planning Area)

AMENDMENT NO. 1 TO AIRPORT TERMINAL PROGRAM GRANT AGREEMENT NO. 3-20-0113-044-2023

WHEREAS, the Federal Aviation Administration (hereinafter referred to as the “FAA”) has determined it to be in the interest of the United States that the Grant Agreement between the FAA, acting for and on behalf of the United States, and the Metropolitan Topeka Airport Authority (hereinafter referred to as the “Sponsor”), accepted by said Sponsor on January 25, 2023 be amended in conformance with the Sponsor’s letter dated July 7, 2023 and as hereinafter provided.

NOW THEREFORE, WITNESSETH:

That in consideration of the benefits to accrue to the parties hereto, the FAA on behalf of the United States, on the one part, and the Sponsor, on the other part, do hereby mutually agree that the said Grant Agreement be and hereby is amended as follows:

Paragraph 2 of the Grant Agreement is removed and replaced with the following:

Grant Performance. This Grant Agreement is subject to the following Federal award requirements:

a. Period of Performance:

1. Remains the same as initial CARES Agreement 3-20-0113-038-2020, which is 4 years (1,460 calendar days) from the date of acceptance of that Grant Agreement. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of CARES Agreement 3-20-0113-038-2020 or this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

b. Budget Period:

1. For this Grant Agreement follows the same start and end date as the Period of Performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

c. Close Out and Termination:

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant Agreement, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

All other terms and conditions of the Grant Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to said Grant Agreement to be duly executed as of
July 13, 2023

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

X5GLL49BNJ4

(UEI No)

Topeka Regional Airport

(Airport/Planning Area)

METROPOLITAN TOPEKA AIRPORT AUTHORITY

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

(Date)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That I have examined the foregoing Amendment to the Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the execution thereof by said Sponsor has been duly authorized and is in all respects due and proper and in accordance with the laws of the State of Kansas and further that, in my opinion, said Amendment to the Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated _____

By: _____
(Signature of Sponsor's Attorney)

Office of: President

To: Board of Directors

From: Eric M. Johnson

Subject: **Consider Approval of MTAA Resolution
No. 23-290 Authorizing the Acceptance of
Grant Offer No. 3-20-0113-046-2023 (AIP)
Through Federal Aviation Administration to
Reconstruct Taxiway A and D (75' x 700') –
Design Only. (Board Action Required)**



Date: July 13, 2023

As included in your board information, Grant Offer No. 3-20-0113-046-2023 for Topeka Regional Airport was received from the Federal Aviation Administration (FAA). It is required that the signed grant acceptance is returned to the FAA.

I am requesting the Board of Directors to consider adoption of MTAA Resolution No. 23-290, authorizing the MTAA President to sign in acceptance of the grant offer from the FAA in the amount of Two Hundred Seventy-eight Thousand One Hundred Dollars and No Cents (\$278,100.00) for the Reconstruction of Taxiway A and D (75' x 700') – Design Only, at Topeka Regional Airport, Topeka, Kansas

The project is 90% funded by the FAA under the Airport Improvement Program with the 10% matching obligation of MTAA funds

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

MTAA RESOLUTION NO. 23-290

RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANT OFFER NO. 3-20-0113-046-2023 FROM THE UNITED STATES RELATING TO THE DEVELOPMENT OF TOPEKA REGIONAL AIRPORT, TOPEKA, KANSAS.

BE IT RESOLVED by the governing body of the Metropolitan Topeka Airport Authority, Topeka, Kansas:

SECTION 1. That the Metropolitan Topeka Airport Authority, Topeka, Kansas, will hereby accept the Grant Offer, in the amount of Two Hundred Seventy-eight Thousand One Hundred Dollars and No Cents (\$278,100.00) for Project #3-20-0113-046-2023 from the Administrator of the Federal Aviation Administration, for the purpose of obtaining federal aid to be used for the Design to Reconstruct Taxiway A and D (75' X 700') at Topeka Regional Airport, Topeka, Kansas.

SECTION 2. That Eric M. Johnson, President and Director of Airports of the Metropolitan Topeka Airport Authority is authorized to execute said Grant Offer on behalf of the Metropolitan Topeka Airport Authority, Topeka, Kansas, and the Authority Clerk is authorized to impress thereon the official seal of the Metropolitan Topeka Airport Authority, Topeka, Kansas, and to attest said execution;

SECTION 3. That the Grant Offer referred to hereinabove will be attached hereto upon completion.

Adopted this 18th day of July, 2023 by the Metropolitan Topeka Airport Authority, Topeka, Kansas.

Lisa D. Stubbs
Chair of the Board

Certification of Clerk

I, Cheryl A. Trobough, the duly appointed and qualified Authority Clerk of the Metropolitan Topeka Airport Authority, Topeka, Kansas, do hereby certify that the foregoing Resolution was duly adopted at a meeting of the Metropolitan Topeka Airport Authority, Topeka, Kansas, held on the 18th day of July, 2023, and that said Resolution has been compared by me with the original thereof on file and of record in my office, and is a true copy of the whole of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Metropolitan Topeka Airport Authority, Topeka, Kansas, this 18th day of July, 2023.

Cheryl A. Trobough
Authority Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 AIRPORT IMPROVEMENT PROGRAM (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 13, 2023
Airport/Planning Area	Topeka Regional
AIP Grant Number	3-20-0113-046-2023
Unique Entity Identifier	X5GLL4J9BNJ4

TO: **Metropolitan Topeka Airport Authority**

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **June 08, 2023**, for a grant of Federal funds for a project at or associated with the **Topeka Regional Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Topeka Regional Airport** (herein called the "Project") consisting of the following:

Reconstruct Taxiway A and D (75 ft x 700 ft) - Design Only

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United

States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety (90%) of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$278,100.00.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$278,100.00 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination:

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

- proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
 3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
 4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
 5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
 6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
 7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
 8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 27, 2023 , or such subsequent date as may be prescribed in writing by the FAA.
 9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. Build America, Buy America. The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that

are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for

labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
- ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated July 01, 2014, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals.

- 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;

- iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
- 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
- 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Co-Sponsor.** Co-Sponsors, if any, understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security.

SPECIAL CONDITIONS

29. **Protection of Runway Protection Zone - Airport Property.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
30. **Protection of Runway Protection Zone - Easement.** The Sponsor, under the easement, agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

31. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.
32. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
33. **Non-AIP Work in Application.** The Sponsor understands and agrees that:
- a. The Project Application includes the planning and/or construction of taxiway width exceeding the eligible amount that is not being funded with any Federal funding in this project;
 - b. Although the Sponsor has estimated a total project cost of \$463,500, the total allowable cost for purposes of determining Federal participation equals \$309,100;
 - c. It must maintain separate accounting of cost records for AIP and non-AIP work;
 - d. All pertinent records supporting project costs must be made available for inspection and audit by the FAA when requested; and
 - e. All non-AIP work is the sole responsibility of the Sponsor.
34. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

Jim A. Johnson

(Signature of Sponsor's Authorized Official)

Jim A Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated

Metropolitan Topeka Airport Authority

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Office of: President

To: Board of Directors

From: Eric M. Johnson



Subject: **Consider Approval of WSP USA, Inc., Agreement
No. 30900280 - Task Order No. 15 Construction
Administration Services. (Board Action Required)**

Date: July 13, 2023

With the approval of the bid to construct the Snow Removal Equipment (SRE) building, the next phase of the process is the construction observation agreement with WSP, USA, Inc, which will be included in the grant to allow reimbursement of the funds as negotiated.

WSP recently submitted the contract documents which includes the scope of work and the construction administration services fee. With the receipt of this material, staff will make arrangements with Crawford, Murphy & Tilly Engineers & Consultants to provide an Independent Fee Estimate (IFE). The IFE is an eligible administrative cost for reimbursement under the grant and is used to assist staff with determining a fair value for the services provided.

The initial document provided by WSP identified a construction administration service cost of \$258,610.00. Upon receipt of the IFE, we will conduct our comparison of the WSP service fee and the IFE, and proceed with negotiations, if deemed necessary.

I request the Board approve WSP USA, Inc., Task Order No. 15 – Construction Administration Services, in the total amount of Two Hundred Fifty-Eight Thousand Six Hundred Ten Dollars and Zero Cents (\$258,610.00), subject to the completion of an Independent Fee Estimate and FAA approval.

Please contact me if you have any questions.

PROFESSIONAL SERVICES AGREEMENT

WSP Agreement No. - 30900280

Task Order No. 15 (30900280A2)

This Task Order No. 15 is made and entered into this _____ day of _____, 2023, by and between the Metropolitan Topeka Airport Authority, with offices at 6510 SE Forbes Avenue, Suite 1, Topeka, Kansas 66619, (hereinafter called the "OWNER"), and WSP USA Inc., a New York corporation, with offices at 300 Wyandotte, Suite 200, Kansas City, Missouri 64105 (hereinafter called "WSP").

WITNESSETH

WHEREAS, the parties entered into a Professional Services Agreement on 21st of July 2020 (hereinafter called the "Agreement");

WHEREAS, Owner has determined the need for WSP to perform certain Services;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties do mutually agree as follows:

1. **Scope of Services**

WSP shall perform the Services and provide the deliverables as set forth in Appendix A.

Our subconsultant HTK shall perform the Services and provide the deliverables as set forth in Appendix B.

2. **Compensation**

For Cost Reimbursable Task Orders: The OWNER shall compensate WSP for the performance of SERVICES stated above, based on actual hours spent by WSP and the hourly rates provided in Appendix C for an estimated amount of \$ 258,610.00, on the basis of a Cost Plus Maximum with a Fixed Fee of \$ 25,451.13.

3. Both parties agree that this Task Order No. 15 shall be made part of the Agreement between Owner and WSP, and except as amended herein, all terms, covenants and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Task Order No. 15 has been executed by Owner and WSP, effective from the day and year first written above.

METROPOLITAN TOPEKA AIRPORT AUTHORITY WSP USA Inc.

Signature
Eric M. Johnson
President and Director of Airports
Typed Name/Title

Date of Signature

Signature
Scott Cogan, PE
Vice President
Typed Name/Title

Date of Signature

Appendix A

1.1. Project Task Descriptions:

B. Construction Administration Services:

The CONSULTANT shall perform construction administration services of the project. The CONSULTANT'S work effort under this contract shall specifically include the following tasks:

1. Attend and conduct a pre-construction conference (virtual, if necessary) for the MTAA SRE Building project. Minutes of the conference will be prepared by the CONSULTANT and distributed to attendees and relevant parties.
2. Assist MTAA with coordinating contractor(s) schedule, access to the site, employee parking, and contractor staging area.
3. Provide part-time construction observation services, including preparation of bi-weekly/monthly progress reports during construction, DBE reports, measurement of quantities of work completed and/or installed, and review wage reports to document the prosecution and progress of the Project. Should additional site visits be required by MTAA which are in excess of those identified in Appendix B, resulting in the need for additional services, a modification to this Task Order contract may be negotiated for these additional costs and potentially for additional schedule (period of services). The project has a 240-calendar day construction period. Assumed WSP site visits and presence on the project site include:
 - a. Weekly and periodic visits by RPR during construction period
 - i. To record progress and observe construction activities.
 - ii. 3 PM visits per month at 4 hours per visit for the duration of construction are included in this scope and fee.
 - iii. 1 Inspector visit at 6 hours per week for the duration of construction.
 - b. Special visits for critical tasks (earthwork/grading/Mill and overlay/concrete pours)
 - i. 31 visits at 10 hours per visit are included in this scope and fee.

Additional assumptions and definitions:

- a. WSP to perform project management and administrative tasks
4. Prepare payment recommendation, review contractor pay requests, and submit to MTAA. Prepare and negotiate Change Orders if needed. This scope and fee include three (3) change orders.
5. Conduct bi-weekly construction progress meetings to review progress with contractors and MTAA. Bi-weekly meetings may be held virtually.
6. Review shop drawing submittals and request for information by contractor for field change conditions and verifications:
 - a. Number of shop drawing reviews included in this agreement – 20
 - b. Number of requests for information included in this agreement – 10
 - c. 80 hours are allotted for Pre-Engineered Metal Building (PEMB) submittal and analysis.
 - d. If additional shop drawing reviews or requests for information are required MTAA and CONSULTANT may need to negotiate for additional fees.
 - e. CONSULTANT's review of shop drawings is only for the limited purpose of checking for general conformance with the design concept. The review is not for

the purpose of determining accuracy and completeness of details or verifying dimensions and quantities. The approval of shop drawings does not indicate CONSULTANT's approval of contractor means and methods, technique, sequence or safety precautions and procedures.

7. Perform punch list and final inspection with MTAA and the Contractor. It is assumed that one final inspection will be made for the SRE Building project. If additional inspections need to be made after the Contractor addresses any potential punch list items a supplement to this agreement may be negotiated.
8. Prepare Record Drawings.
 - a. CONSULTANT shall submit one (1) full size, one (1) half size and electronic file of the Record Drawings.
9. Prepare a final construction report and closeout documents.
 - a. CONSULTANT shall complete this task within 60 calendar days of Construction Contractor's final project acceptance.

Appendix B

DERIVATION OF CONSULTANT PROJECT COSTS

TOPEKA REGIONAL AIRPORT
TOPEKA, KANSAS
AIP Project No. 3-20-0113-048
SRE Construction Administration Services
FEE PROPOSAL
July 12, 2023

1 DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	8	\$108.78	\$870.24
PM / RE	364	\$56.19	\$20,453.16
Deputy PM	201	\$71.35	\$14,341.35
Civil Engineer	40	\$50.35	\$2,014.00
Inspector	614	\$40.62	\$24,940.68
Structural	128	\$51.31	\$6,567.68
Project Admin	32	\$41.51	\$1,328.32
	1,387		
Total Direct Salary Costs			\$70,515.43

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs	140.62	\$99,158.80
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3 SUBTOTAL:

Items 1 and 2	\$169,674.23
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4 PROFIT:

15%	\$25,451.13
-----	-------------

Subtotal	\$195,125.36
----------	--------------

5 OUT-OF-POCKET EXPENSES:

a. Rental Vehicles	\$ 6,687.50
b. Other Direct Costs	\$ 5,000.00

Total Out-of-Pocket Expenses	\$11,687.50
------------------------------	-------------

6 SUBCONTRACT COSTS:

a. HTK	\$ 31,794.00
c. TSi Geotechnical (Material Testing)	\$ 20,000.00

Total Subcontract Costs	\$51,794.00
-------------------------	-------------

7 TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6	\$258,606.86
---------------------------	--------------

USE \$258,610.00 CONTRACT MAX



July 12, 2023

Sam Stallbaumer
WSP
300 Wyandotte
Suite 200
Kansas City, Missouri 64105

Re: MTAA Snow Removal Equipment Building, Topeka Kansas
Proposal for Construction Administration Services
WSP Project No: 30900280-1
HTK Project No: 2102.06

Dear Sam:

HTK is pleased at the opportunity to provide construction administration services for the proposed Snow Removal Equipment Building. Within this proposal, services will be provided for architectural and MEP/T engineering by HTK Architects and Latimer Sommers to support WSP and other project consultants.

We understand the desire to have greater onsite presence during the project. To that end, our fee includes HTK being on site at least once a week throughout the course of construction.

Scope:

Construction Administration Services generally to include:

- Attendance at preconstruction meetings
- Attendance at progress meetings (weekly / biweekly)
- Review of Shop drawings
- Review of contractor RFIs
- Issuance of ASI or other project change directives
- Evaluation of claims made by the contractor
- Monthly construction inspection reports and at major milestones
- Record drawings in PDF format developed from contractor's marked up construction set

Compensation:

The above scope of services yields a lump sum fee of \$31,794. HTK will invoice WSP monthly for work completed. Reimbursable expenses are not expected. Should they be encountered, HTK will notify WSP in advance of the expense.

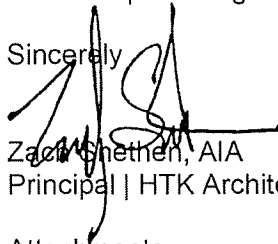
Agreements:

Per the WSP Standard Terms and Conditions document HTK and our sub-consultants will abide by the WSP Health Safety and Environmental Policy dated January 1, 2021.

Per the WSP Standard Terms and Conditions document HTK and our sub-consultants will abide by the WSP Subcontractor Quality Requirements Information.

We look forward to the opportunity to provide professional services to WSP on this project for the Topeka Regional Airport.

Sincerely,

A handwritten signature in black ink, appearing to read 'Zach Shethen', is written over the word 'Sincerely,'.

Zach Shethen, AIA
Principal | HTK Architects

Attachments:

- Exhibit 1 – Scope (this proposal letter)
- Exhibit 2 – HTK Fee worksheet
- Exhibit 2b – LSA Fee worksheet

Billard Terminal Design HTK ARCHITECTS

Burdened rate (raw labor + overhead + profit) \$ 212.32 \$ 154.59 \$ 130.28 \$ 70.20 \$ 70.20 \$ 58.30

Design Phase & Bid Phase Services	Principal in Charge	Project Manager / Architect	Architect	CADD	CADD	Admin	SUBTOTAL
Construction Administration	14	92		8		4	\$ 17,989
Preconstruction Meetings	2	2					
Project Progress Meetings	4	20					
Shop Drawing Review		30					
Contractor RFIs		14					
ASI and Project Change directives	4	9		4			
Evaluation of claims		4					
Construction inspections	2	8					
Final Walk through	2	2					
Punch lists and review		3		4		4	
<hr/>							
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Subtotal	\$ 2,973	\$ 14,222	\$ -	\$ 562	\$ -	\$ 233	\$ 17,989
Totals							\$ 17,989
Raw Labor Rate	\$ 75.83	\$ 55.21	\$ 46.53	\$ 25.07		\$ 20.82	
Overhead Factor	1.5	1.5	1.5	1.5		1.5	
Margin / Profit	12%	12%	12%	12%		12%	
Burdened Labor Rate	\$ 212.32	\$ 154.59	\$ 130.28	\$ 70.20		\$ 58.30	

EXHIBIT 2 - DESIGN AND BID PHASE FEES
FOE SRE Building Design Services

Latimer, Sommers and Associates, P.A.
 2/17/2021

Date: 02/17/21
 Page 1 of 1

SRE MEP & IT Design

Burdened rate (raw labor + overhead + profit) \$ 200.00 \$ 175.00 \$ 125.00 \$ 150.00 \$ 100.00 \$ 65.00

Design Phase & Bid Phase Services	Project Manager	Engineer	Intern Engineer	LV Engineer	BIM	Admin	SUBTOTAL
NTP Anticipated: 5-1-2021							
35% Preliminary Design - Subtotal	48	52	6	18	68	9	\$ 29,535
Proj. Management/Coord./Correspondence	12			4		5	
Field Investigation	8	12		2			
MEP and LV Schematic Design	12	28	4	4	53		
Prelim. Site Layout Utilities (MEP and LV)	4	4		2	15		
Code Reviews, Coordination for Building Permits	10	4	2	2			
Prelim. Cost Estimates	2	4		4		4	
65% Building Design Development - Subtotals	52	66	12	18	83	16	\$ 35,490
Proj. Management/Coord./Correspondence	14	4		2		6	
Incorporate 30% Review comments	12	8		2	8	2	
Detailed MEP and LV Design	16	38	10	4	67		
Detailed Site Layout (Electrical and LV)	4	8	2	3	8	4	
Development of Technical Specifications	2	4		3		4	
Developed Cost Estimate	4	4		4			
95% Building Design Development - Subtotal	34	88	14	20	86	22	\$ 36,980
Proj. Management/Coord./Correspondence	12	4		6		6	
Incorporate 60% Review comments	8	16	2	2	8	2	
Finalize Site Plans, Specs and Estimates	2	8	2	6	6	2	
Finalize Facility Plans, Specs and Estimates	12	60	10	6	72	12	
100% Building Design Development - Subtotal	18	25		7	20	12	\$ 11,805
Proj. Management/Coord./Correspondence	8	5		3		8	
Formal Respond to FAA Comments	6	20		2	20	4	
Sign/Seal Bid Documents (Advertise 02-01-2022)	4			2			
Bid Assistance - Subtotal	8	16		4		8	\$ 5,520
Bid Assistance	8	16		4		8	
Construction Administration Services - Subtotals	13	49		11	2	12	\$ 13,805
Proj. Management/Coord./Correspondence	3	2		2		3	
Every & KGS Service Apps		2				1	
Submittal Review/Response	2	6		2		4	
RFI/COR Processing	3	12		2	2	2	
Site Visits (4)		9		2			
Biweekly Progress Meetings	2	12		2			
Review TAB and Start-up Reports	1	2				1	
Project Closeout Documents	2	4		1		1	
Subtotal	\$ 34,600	\$ 51,800	\$ 4,000	\$ 11,700	\$ 25,900	\$ 5,135	\$ 133,135
						Totals	\$ 133,135

Raw Labor Rate	\$88.26	\$77.23	\$55.16	\$66.20	\$44.13	\$28.68
Overhead Factor	1.06	1.06	1.06	1.06	1.06	1.06
Margin / Profit	10%	10%	10%	10%	10%	10%
Burdened Labor Rate	\$ 200.00	\$ 175.00	\$ 125.00	\$ 150.00	\$ 100.00	\$ 65.00

TOPEKA REGIONAL AIRPORT
TOPEKA, KANSAS
AIP Project No. 3-20-0113-048
SRE Construction Administration Services
Hour Derivation
July 12, 2023

	Kuchinski	Stallbaumer	Mueller	Maynard	Coffman	Hollman	Holmsley	Total Hours	Labor Cost	Notes
Classification:	Principal	PM / RE	Deputy PM	Civil Engineer	Inspector	Structural	Project Admin			
Gross Hourly Rate:	\$301.01	\$155.49	\$197.43	\$139.32	\$112.40	\$141.98	\$114.86			
A. CONSTRUCTION SERVICES										
1. Project Administration										
1.1 Coordination with Owner	4	34						38	\$ 6,490.70	
1.2 Project / Contractor Management		8	16					24	\$ 4,402.80	
1.3 Bi-Weekly Meetings with Client		34	17					51	\$ 8,642.97	
1.4 Monthly Progress Reports to Client		16						16	\$ 2,487.84	
1.5 Project Financial Management		16	8				16	40	\$ 5,905.04	
1.6 Invoicing		16					16	32	\$ 4,325.60	
Total Hours	201	4	124	41	0	0	32	201	\$ 32,254.95	
Total Labor Cost	\$32,254.95	\$1,204.04	\$19,280.76	\$8,094.63	\$0.00	\$0.00	\$3,675.52			
2. Pre-Construction Services										
2.1 Pre-Con Mtg		8	8		8			24	\$ 3,722.56	
2.2 Document Control			8					8	\$ 1,579.44	
2.3 Shop Drawings		8	8			80		96	\$ 14,181.76	
2.4 COP		8	8					16	\$ 2,823.36	
Total Hours	144	0	24	32	8	80	0	144	\$ 22,307.12	
Total Labor Cost	\$22,307.12	\$0.00	\$3,731.76	\$6,317.76	\$0.00	\$899.20	\$11,358.40			
3. Construction Observation										
3.1 RPR Full Time					310			310	\$ 34,844.00	
3.2 PIC/PM contract admin/observation	2							2	\$ 602.02	
3.3 PT RPR Assistance		96			204			300	\$ 37,856.64	
3.4 Pay Applications / Recommend's		8	24					32	\$ 5,982.24	
3.5 Change Orders, etc.		12	12					24	\$ 4,235.04	
3.6 Progress Meetings		16	16					32	\$ 5,646.72	
3.7 QA Testing Oversight / Documentation		16	16					32	\$ 5,646.72	
3.8 Contractor Submittals		16	16					32	\$ 5,646.72	
3.9 Contractor RFI's		24	24	40		40		128	\$ 19,722.08	
Total Hours	892	2	188	108	40	514	40	892	\$ 120,182.18	
Total Labor Cost	\$120,182.18	\$602.02	\$29,232.12	\$21,322.44	\$5,572.80	\$57,773.60	\$5,679.20			

July 11, 2023

GRAND TOTAL LABOR COST \$ 195.125.23

Office of: President

To: Board of Directors

From: Eric M. Johnson



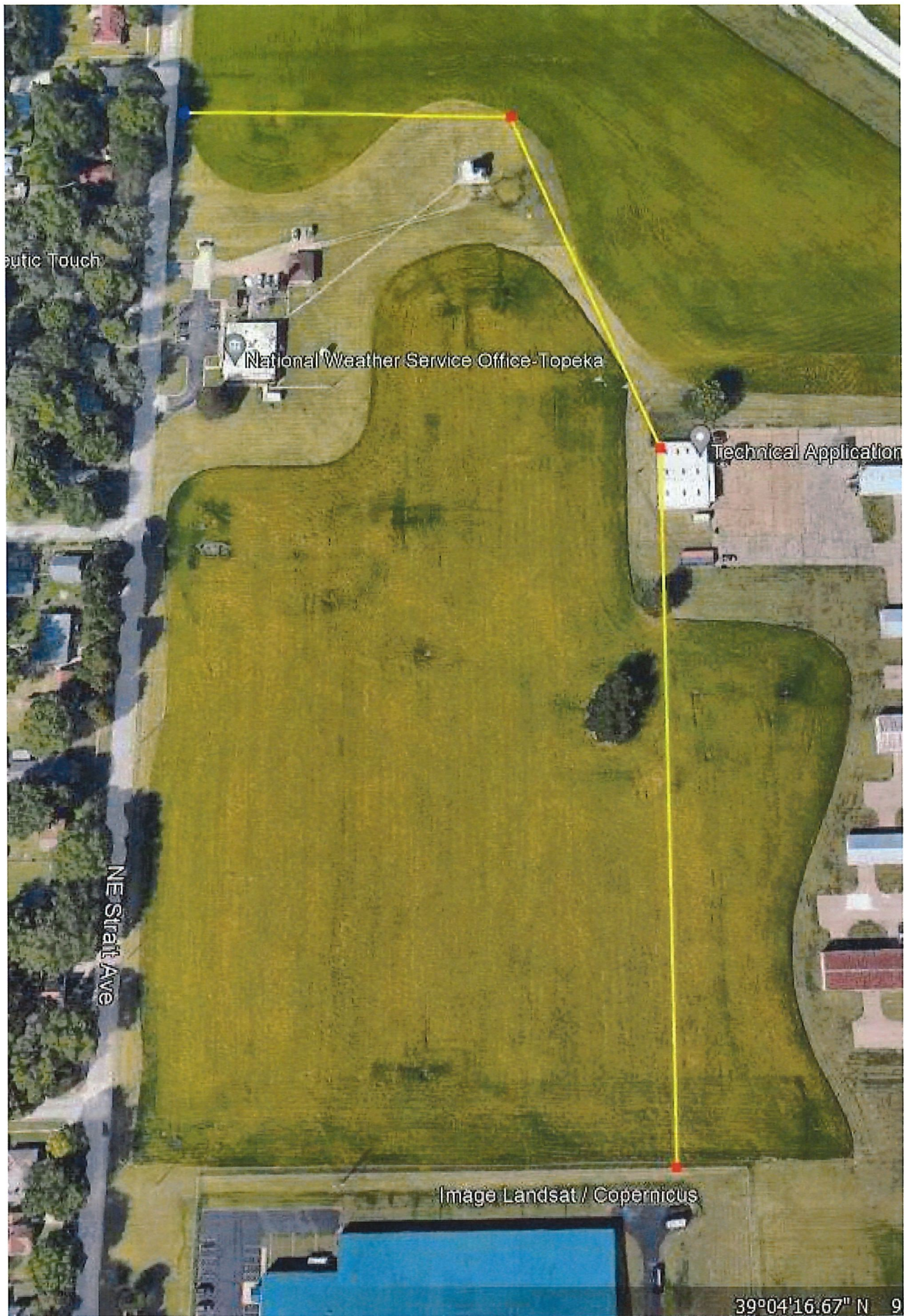
Subject: **Consider Quotes for Fence Installation at Hangar 17 at Philip Billard Airport. (Information Only)**

Date: July 12, 2023

As requested, staff obtained quotes for the installation of fence along the West side of Hangar 17 at Philip Billard Airport, beginning at the perimeter fence at the Kansas Highway Patrol Fleet Center on the South and extending North, beyond the National Weather Service. This fence line will be approximately 1,900 feet in length of 8' chain-link and 3 strands of barbed wire on top.

Quotes were received from Davis Fence Co. Inc. and Kansas Fencing, Inc. Both quoted similar material, both meeting the requested standard. The estimated cost to install the fence as shown in the attached photo will be approximately \$65,690.00. The most direct line traverses through the crop field in two locations. I recommend the MTAA wait until later in the year to advertise for bids and construct the fence line after harvest.

Please contact me if you have any questions.



Kansas
Fencing, Inc. 
785-836-3180

BID

JOB: MTAA

June 30, 2023

We are pleased to quote you all material, labor, and equipment to complete the scope of work as detailed below:

Scope:

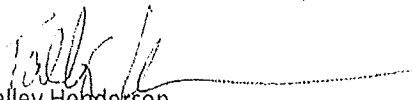
- Install 1,900' of 8' tall plus three strand barbed wire galvanized chain link fencing
 - 2 7/8" CS40 Terminal Post
 - 2 3/8" CS40 Line post (set on 10' centers)
 - Truck poured concrete footing
 - Three strand barbed wire
 - Braced and trussed with bottom tension wire

Total - \$65,690.00 TAX NOT INCLUDED

Exclusions: prevailing wages, union labor, taxes, private locates, (we must be 3' away from marked utilities, digging in rock, hand digging, pot holling, core drilling mow strips, screening, Buy USA, Gates, removal of any existing fence, turf and landscape repair

PRICE IS GOOD FOR 15 DAYS

Thank you for the opportunity,


 Talley Henderson
 Estimator

Kansas Fencing's Standard exclusions listed below apply to all pricing unless specifically noted otherwise in the scope. These exclusions are as follows: Grading/staking/surveying of fence lines, bonds (add 1.5% if needed), electrical grounding/bonding of fence, drilling thru rock or concrete, prevailing wages, special insurance requirements, pricing is valid for 15 days, clearing/grubbing of fence lines, removal of existing fence, and any other items not specifically mentioned in the scope above.

620 NW Gordon, Topeka, KS 66608
 72 N James, Kansas City, KS 66118

P: 785-836-3180
 P: 816-322-6663

F: 785-836-3175
 F: 816-322-6814

Davis Fence Co. Inc.
5001 SE Mercier
Topeka, KS 66609
(785)862-1849
www.davisfencecompany.com



Estimate 23-0414

ADDRESS

Terry Poley
Topeka, KS 66609

DATE
06/29/2023

TOTAL
\$87,000.00

EXPIRATION
DATE
07/20/2023

PRODUCT	DESCRIPTION	LF/QUANTITY
8 ft comm c/l material	Material for 8 ft commercial chain link fence w/ 3-strand barbwire includes: 3" terminal posts, 2 3/8" SS40 line posts, 1 5/8" SS40 top rail, and 8 ft tall 9 ga chain link fabric, and 4 pt barbwire	1,900
Sales	Material and installation for 3 inch Sched 40 terminals with middle braces	5

*** All footages in this estimate are approximate - based on the site map given to us ***

*** Customer is tax exempt ***

TERMS:

** If you choose Davis Fence for your fencing needs, we require a signed estimate form, signed conditions form, and a 50% deposit toward fencing materials prior to being scheduled. (Some exemptions apply)

The balance (plus or minus changes in work) is due upon completion unless other terms are agreed upon.**

TOTAL

\$87,000.00

THANK YOU.

Price reflects 3% check or cash discount. If using Credit Card, the 3% will be added back into the total.

**All fence materials shall remain property of Davis Fence Company until the contract amount has been paid in full.

Accepted By

Accepted Date

Davis Fence Co. thanks you for your business!