

Memo

To: City Commission
From: Toby Dougherty, City Manager
Date: 6-16-14
Re: June 19, 2014 Work Session

Please find the attached agenda and supporting documentation for the June 19, 2014 Work Session.

Item 2 – Fireworks Discussion

Mayor Schwaller has asked that discussion of allowing fireworks for the 2014 4th of July holiday season be placed on the agenda. From City staff's perspective, the recent rains have mitigated the potential of fire hazard for now. At this time, we don't know whether conditions will remain the same or revert back to dry conditions before the 4th of July holiday. City staff held discussion on the matter and feels that the best course of action is to keep the prohibition on the sale and use of fireworks in place for the 2014 season. This recommendation is based on the experience of the past two years where fireworks were not allowed. From an enforcement standpoint, things went very smoothly as most people honored the prohibition. The many residents that do not like fireworks being used in the city limits have also been very happy the last two years which has resulted in a significant decline in overall complaints.

It is my understanding that the Ellis County Commission will be discussing the possibility of allowing the sale and/or use of fireworks in the unincorporated areas at its meeting Monday, June 16th. Should Ellis County decide to authorize the sale and use of fireworks in the unincorporated areas, City staff would modify its position and recommend allowing the sale and use of fireworks to remain consistent. City staff's overall wish would be that fireworks are prohibited within the city limits. However, the difficulties of enforcing that prohibition when fireworks are allowed immediately outside the city limits outweighs that viewpoint.

Item 3 – Commercial Insurance Renewal – 2014/2015

Please refer to the attached memorandum from Finance Director Kim Rupp regarding the City's commercial insurance renewal. The City's new risk management broker, Arthur J. Gallagher & Co., marketed the City's commercial insurance, and we are pleased to recommend a proposal that would result in a decrease in the upcoming year.

Item 4 – Water Supply Update

Utilities Director Bernie Kitten will update the Commission on the effects of the recent rains on the Smoky Hill River and Big Creek wells.

Item 5 – Proposals for Replacement of Water Plant Boiler

Please refer to the attached memorandum from Nick Willis, Assistant Utilities Director, regarding the replacement of a Water Plant boiler.

Items 6 & 7– Hays Regional Airport Terminal Construction/Remodel – FAA Grant Agreement and Construction Engineering Agreement

Items 6 and 7 are related to the Airport Terminal construction/remodel. Item 6 is the Grant Agreement with FAA. This item accepts the grant funding from the FAA and authorizes the City's funding share of the project which would come from the Airport Improvement fund, the 2014 operating budget and the Capital Projects fund. Item 7 is authorizing a Construction Engineering Agreement with the City's airport engineer, Burns and McDonnell.

Item 8 – Addendum to the SEIU Local 513 Contract

Please refer to the attached memorandum from Paul Briseno, Assistant City Manager, regarding the Addendum to the SEIU Local 513 contract. As you will note, the City and SEIU Local 513 have agreed to a 2% bonus for fiscal year 2015. The bonus would be paid biweekly with the employee's paycheck.

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**CITY OF HAYS
CITY COMMISSION WORK SESSION
THURSDAY, JUNE 19, 2014 – 6:30 P.M.
AGENDA**

1. **ITEM FOR REVIEW: [June 5, 2014 Work Session Notes \(PAGE 1\)](#)**
DEPARTMENT HEAD RESPONSIBLE: Kim Rupp, Director of Finance
2. **ITEM FOR REVIEW: Fireworks for 2014**
PERSONS RESPONSIBLE: City Commission
3. **ITEM FOR REVIEW: [Commercial Insurance Renewal – 2014/2015 \(PAGE 7\)](#)**
DEPARTMENT HEAD RESPONSIBLE: Kim Rupp, Director of Finance
4. **ITEM FOR REVIEW: Water Supply Update**
DEPARTMENT HEAD RESPONSIBLE: Bernie Kitten, Director of Utilities
5. **ITEM FOR REVIEW: [Proposals for Replacement of Water Plant Boiler \(PAGE 45\)](#)**
DEPARTMENT HEAD RESPONSIBLE: Bernie Kitten, Director of Utilities
6. **ITEM FOR REVIEW: [Hays Regional Airport Terminal Construction/Remodel – FAA Grant Agreement \(PAGE 61\)](#)**
DEPARTMENT HEAD RESPONSIBLE: I.D. Creech, Director of Public Works
7. **ITEM FOR REVIEW: [Hays Regional Airport Terminal Construction Remodel – Construction Engineering Agreement \(PAGE 121\)](#)**
DEPARTMENT HEAD RESPONSIBLE: I.D. Creech, Director of Public Works
8. **ITEM FOR REVIEW: [Addendum to the SEIU Local 513 Contract \(PAGE 131\)](#)**
PERSON RESPONSIBLE: Paul Briseno, Assistant City Manager
9. **OTHER ITEMS FOR DISCUSSION**
10. **EXECUTIVE SESSION (IF REQUIRED)**
11. **ADJOURNMENT**

ANY PERSON WITH A DISABILITY NEEDING SPECIAL ACCOMMODATIONS TO ATTEND THIS MEETING SHOULD CONTACT THE CITY MANAGER'S OFFICE 48 HOURS PRIOR TO THE SCHEDULED MEETING TIME. EVERY ATTEMPT WILL BE MADE TO ACCOMMODATE ANY REQUESTS FOR ASSISTANCE.

City of Hays
City Commission
Work Session Notes
June 5, 2014

Present: Henry Schwaller IV, Eber Phelps, Shaun Musil, Ron Mellick, Kent Steward, Carol Park, Toby Dougherty

May 15, 2014 Work Session Notes

There were no corrections or additions to the minutes of the work session held on May 15, 2014; the minutes stand approved as presented.

2015 Budget Presentations – Outside Agencies

The following presented requests for Outside Agency funding in the 2015 Budget:

Dr. Edward Hammond

Fort Hays State University **\$100,000**

Bob Swift and Joleen Younger

Wild West Festival **9,500**

Aaron White

Ellis County Coalition for Economic Development **87,550**

Donald Westfall

Ellis County Historical Society **12,000**

Megan Colson and Stacey Smith

Downtown Hays Development Corporation **53,655**

Ann Leiker and Greg Sund

Hays Sister Cities Advisory Board **5,050**

Brenda Meder and Dennis Schiel

Hays Arts Council, Inc. **12,000**

Josh Dreher and Jason Rauch

CARE Council - Social Services/ Special Alcohol Tax **166,000**

TOTAL

\$445,755

Note: A budget request was submitted for Alcohol Tax Funds in the amount of \$60,000; this request is not part of the Social Services, Economic Development or Quality of Life budgets.

Mike Woofter Proposal to Develop Property at the SE Corner of 55th Street and 230th Avenue

Mike Woofter with NWK Investments presented to Commission at the May 15, 2014 work session his proposal to develop the property located at the southeast corner of 55th Street and 230th Avenue. Kenny Doonan currently owns the property and is building a Peterbilt dealership on the easternmost portion of the property. Mr. Woofter has an option to purchase the remainder of the property and plans to build a hotel and auto plaza with restaurants and fuel.

There is no water and sewer infrastructure in the area and the road is not built to City standards. Currently the property is located outside the city limits. Staff has estimated it could cost upwards of two million dollars to extend and improve infrastructure to serve the area.

Jim Millensifer, Vice President of Operations for Chance Management, Inc., explained more about the proposal stating it would include an auto plaza, a 90 room upscale hotel, two restaurants and a possibility for other retail outlets.

Aaron White, Executive Director of the Ellis County Coalition for Economic Development explained that Mr. Woofter is seeking incentives such as a Community Improvement District (CID), a Transportation Development District (TDD) and Tax Increment Financing (TIF) to help fund the infrastructure costs. The group's initial plan was to ask City staff not to annex the property for 10 years in exchange for the company paying \$2 million to connect to City water and sewer services.

Commissioner Mellick would like to see a better outline of the number of full and part time jobs that would be created.

Commissioner Steward stated that other than generating funds to extend the utilities he is opposed to any kind of tax incentives for the rest of the project.

Chairperson Schwaller stated that they would need to complete the economic development incentive application and that they must get permission from the Trego County Rural Water District that serves the area in order to move forward with this project.

One Year Review of Outside Water Customer Moratorium

The City Commission placed a moratorium on water customers outside the city limits to be reviewed annually. In conjunction with Mike Woofter's proposal it was suggested that this moratorium be reviewed.

Commissioner Steward stated the moratorium is mute since we are in the second phase of the Drought Response Plan which addresses the issue.

This item will not be brought back as long as the City is in the second phase of the Drought Response Plan.

Portable Shipping Containers as Storage Units

At the May 15, 2014 Work Session, the Commission discussed options for the possible allowance of shipping containers being used as permanent storage units. Currently this use is allowed on a temporary basis only as per ordinance Sec. 11-134 adopted July 24, 2008. Staff has researched other communities as well as evaluated the ramifications of Hays having such an ordinance in place that would allow permanent placement of shipping containers. Regulations on this type of use have been put together in draft form for discussion and consideration.

Jesse Rohr, Planning Inspection and Enforcement Superintendent explained different options for regulating these shipping containers. Proposed rules included allowing electricity to serve the containers, modifying them to include doors or windows, ensuring they are not between the business and the street and setting them back from public view.

Commissioner Mellick was concerned that if utilities are allowed these shipping containers may become a workshop instead of a storage unit. He stated we need to decide if these are no longer storage containers or permanent structures, and if they are permanent structures they should be taxed.

Chris Miller, owner of Auto Tech, thanked the Commissioners for working with the business community to resolve this issue.

A draft of the revised ordinance will be presented to the Hays Area Planning Commission for their review which will then be brought back to the Commission for their approval.

Draining of Pools, Hot Tubs and Other Water Tanks into Alleys

Commissioner Mellick would like to propose a fine be enacted that could be issued to residents that drain pools, hot tubs or other water tanks into alleys. Currently there are 134 pools and an unknown number of hot tubs inside the city limits of Hays. In the past, we have had residents drain pools into alleys which causes damage to the substructure of the alley. Water soaks in, creating soft conditions which are exploited when sanitation, recycling or other large vehicles then attempt to drive in the alley. Once this damage occurs, City staff is forced to enact repairs to bring the alley back up to standards. City staff has had discussions with several residents in the past years about draining pools into the alleys. City staff has pointed out that this is technically damaging public property and asked the property owner to drain to the curb, storm sewer or sanitary sewer.

Since no specific penalty exists for this practice, if a resident were to ignore City staff's concerns and continue draining the pool into the alley, City staff would be forced to react under the general penalties clause of the City's Code of Ordinances. This catch-all clause can be a cumbersome process to follow. Therefore, Commissioner Mellick suggested that a specific monetary penalty be put in place for this type of infraction. If the Commission is amenable to a fine, City staff suggests a comprehensive educational and awareness campaign be implemented informing pool owners of their responsibilities.

This item will be placed on a future work session for further discussion, and a draft ordinance will be created for the Commissioners review.

Other Items for Discussion

Commissioner Steward commented that this has been a challenging meeting and Chairperson Schwaller ran it very well.

Commissioner Mellick reminded everyone of the Fly-In at the Hays Regional Airport Saturday June 7, 2014.

Commissioner Musil reminded everyone of the Farmers Market on Saturday June 7, 2014.

The work session was adjourned at 8:47 p.m.

Submitted by: _____

Brenda Kitchen – City Clerk

Commission Work Session Agenda

Memo

From: Kim Rupp, Director of Finance

Work Session: June 19, 2014

Subject: Commercial Insurance Renewal 2014/2015

Person(s) Responsible: Kim Rupp, Director of Finance
Tanner Burns, Arthur J. Gallagher & Co.
Jessica Govic, Arthur J. Gallagher & Co.

Summary

The City's Commercial Insurance Policy with BRIT Insurance will expire on 7/1/14. Arthur J. Gallagher provides for critical insurance oversight for the City as the Insurance Broker. Requested quotes to various companies by Arthur J. Gallagher resulted in a responsive and responsible bid from our current carrier in the amount of \$191,699. The outcome of Gallagher's negotiation translates into a decrease in premium for the property and liability package of -2.5%. Additionally, alternative markets have been recommended for the Crime and Equipment Breakdown coverages furthering the premium decrease to \$189,663 or -3.5% if these options are selected. City Staff recommends pursuing the 2014/2015 Commercial Insurance renewal with BRIT Insurance given their submission of a complete package and responsible bid and accepting Gallagher's recommendation to place the Crime and Equipment Breakdown coverages separately with Hanover and Hartford, respectively.

Background

Each year City staff and its Insurance Broker complete the task of reviewing and preparing for the renewal of the Commercial Insurance package. Below is a chart showing the history of premiums on this package the last four years.

	2011/2012	2012/2013	2013/2014	2014/2015
Annual Premiums	\$202,145 +14.65%	\$191,552 -5.24%	\$196,523 +2.6%	\$189,663 -3.5%

The package this year includes the following categories. For further detail please refer to the attached definitions page.

- *Commercial Property*
- *Inland Marine/Scheduled Equipment*
- *Equipment Breakdown*

- *Crime*
- *General Liability*
- *Public Entity Management Liability*
- *Law Enforcement Liability*
- *Employment Practices Liability*
- *Airport Liability*
- *Commercial Auto*
- *Umbrella*
- *Public Entity Cyber Liability*

The City’s Insurance Broker, Arthur J. Gallagher & Co. contacted multiple companies in regards to quoting the insurance program for the City for the 2014-2015 policy term. Please see the attached marketing chart located at the back of this memo.

Discussion

The following is a breakdown of the various lines of coverage in the City’s insurance program.

Option 1 - Renewal with same insurers

Line of Coverage and Insurer	2013-2014 Expiring Program	2014-2015 Renewal	Change
Public Entity Package - Companion	\$169,533	\$164,714	-2.84%
Crime - Companion	\$1,001	\$1,001	0.00%
Equipment Breakdown - Companion	\$7,287	\$7,287	0.00%
Airport Liability - Old Republic	\$3,845	\$3,845	0.00%
Cyber Liability - AIG	\$14,852	\$14,852	0.00%
Total	\$196,518	\$191,699	-2.45%
	Premium Decrease	\$4,819	

Option 2 - Renew with same insurers, but move Crime and Equipment Breakdown to Hanover and Hartford Steam Boiler

Line of Coverage	2013-2014 Expiring Program	2014-2015 Renewal Recommendation	Change
Public Entity Package	\$169,533	\$164,714	-2.84%
Crime - Hanover	\$1,001	\$1,840	83.82%
Equipment Breakdown - HSB	\$7,287	\$4,412	-39.45%
Airport Liability	\$3,845	\$3,845	0.00%
Cyber Liability	\$14,852	\$14,852	0.00%
Total	\$196,518	\$189,663	-3.49%
	Premium Decrease	\$6,855	

Exposures	2013-2014 Expiring Program	2014-2015 Renewal	Change
Property Values	\$45,985,506	\$45,953,930	-0.07%
Equipment Values	\$3,295,034	\$3,199,074	-2.91%
Number of Autos	\$160	\$157	-1.88%

Arthur J. Gallagher negotiated flat to decreasing renewal terms from all carriers this year, despite the fact that current insurance rates are up an average of 2% across all lines of coverage according to the market monitoring website MarketScout.com.

Gallagher also recommends two separate policies for our Equipment Breakdown and Crime policies which will save the City an additional \$2,036 and better our terms and conditions with these two sets of coverage.

When we look at all lines of coverage in our insurance program we see that we experienced a 2.5% decrease in premiums (if renewing the current program). Based on today's market (average increase of 2%), this is a very competitive renewal. The Broker also informed us that many insurers in Kansas continue to increase rates and deductibles significantly to account for continued poor loss experience related to weather. The insurance marketplace landscape has many factors in determining rates; however, the industry loss ratio along with the economic climate are two of the most influential. The global insurance marketplace has seen a number of catastrophic property losses in the recent years (tsunamis, hurricanes, tornadoes, earthquakes, etc.). In addition, the U.S. economic climate is affecting interest rates and the insurance companies return on investments. Given these two factors, the Property marketplace has been severely impacted.

Property and Scheduled Equipment

Exposures for buildings, equipment, and autos are relatively flat over the prior year. BRIT was looking to take a slight increase this year on property rates, but Gallagher was able to negotiate a flat renewal due to the limited changes in values.

Equipment Breakdown

The City currently purchases Equipment Breakdown coverage through their package program with BRIT Insurance. Arthur J. Gallagher recommends we place a separate policy for Equipment Breakdown with Hartford Insurance Company raising our limits of coverage from \$45,953,930 with a \$50,000 deductible to \$50,000,000 with a \$1,000 deductible for a premium savings of \$2,875 (or -39.45%) and substantial deductible decrease.

Crime

BRIT offered a flat premium rate with no changes in coverage amounts. Arthur J. Gallagher is recommending we switch our Crime Policy from BRIT to a standalone

policy with Hanover Insurance Company. The City's insurance program through Gallagher would provide Crime/Employee Dishonesty coverage including Faithful Performance of Duties for all city employees, elected officials, board members, commissioners, directors, and non-compensated officers while insured by this program. The policy limit is \$500,000 per occurrence. Currently we have a \$100,000 limit.

The coverage has been endorsed to include all employees that are required to be bonded by law. The policy also provides coverage for Treasurers and Tax Collectors up to the policy limit. The City places a few separate bonds for our City Manager, City Clerk and Director of Finance. The Hanover policy would cover everyone else outside of these named positions, as well as cover the City for crime losses.

General Liability

No change in terms/conditions. There is a 2.7% decrease in premium for both property/liability.

Public Entity Management Liability

No change in terms/conditions and premium.

Law Enforcement Liability

No change in terms/conditions and premium.

Employment Related Practices

No change in terms/conditions and premium.

Airport Liability

No change in exposure and no change in premium. Arthur J Gallagher negotiated that the city's standard Airport Liability policy will act as excess to the Fly-In policy for the Air Show, while still delivering premium savings on the Fly-In coverage of \$55.

Commercial Auto

No change in terms/conditions and premium.

Umbrella

No change in terms/conditions and premium.

Public Entity Cyber Liability

No change in terms/conditions and premium.

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City staff.

Financial Consideration

Current Program:

The renewal for 2014/2015 amounts to \$191,699 a decrease of \$4,824 or -2.5%.

Gallagher Recommended Program:

The renewal for 2014/2015 amounts to \$189,663 a decrease of \$6,860 or -3.5%.

Options

The City Commission has the following options.

- Renew the policy with BRIT Insurance as per expiring
- Renew the policy with BRIT Insurance, accepting the recommendation from Gallagher to place the Crime and Equipment Breakdown separately
- Do nothing
- Provide staff with further guidance

Recommendation

City Staff recommends pursuing the 2014/2015 Commercial Insurance renewal with BRIT Insurance given their submission of a complete package and responsible bid and accepting Gallagher's recommendation to place the Crime and Equipment Breakdown coverages separately with Hanover and Hartford, respectively.

Action Requested

Authorize the City Manager to renew the 2014/2015 Commercial Insurance Policy with BRIT Insurance for the coverage presented and accept Gallagher's recommendation to place the Crime and Equipment Breakdown coverages separately with Hanover and Hartford, respectively with an annual premium total amount not to exceed \$189,663 to be funded from the Intergovernmental Insurance and Surety line item.

Supporting Documentation

Commercial Insurance categorical definitions

Marketing chart

Coverage highlights and summary

Commercial Insurance package categorical definitions

Commercial Property: Provides coverage for permanent structures and the contents of those structures. It can also provide business interruption coverage and loss of rents coverage.

Inland Marine: This is also referred to as scheduled equipment and provides physical damage coverage for items not meeting the definition of commercial property or automobiles: Example - road graders, backhoes, lights, tornado sirens, police equipment etc.

Crime: Provides coverage for employee dishonesty, forgery & alteration, money & securities, computer fraud and funds transfer.

General Liability: Provides coverage to all of the public entity premises and operations within the coverage territory, unless specifically excluded, for third party bodily injury and property damage.

Public Entity Management Liability: Provides coverage for loss that results from the conduct of duties by or for a public entity and is caused by a wrongful act. Wrongful act means an error or omission. It includes defense for claims or suits alleging criminal, malicious, dishonest or fraudulent conduct until determinations or admission of such conduct in a legal proceeding.

Law Enforcement Liability: Provides coverage for bodily injury, personal injury or property damage that results from law enforcement activities or operations and is caused by a wrongful act while conducting those activities or operations.

Employment Practices Liability: Provides coverage for wrongful employment practice offenses committed by an insured against your employees and independent contractors including: employment discrimination, wrongful employment termination, employment-related harassment, retaliatory action against employees, wrongful, excessive or unfair discipline, wrongful hiring, supervision, demotion or failure to promote, employment-related misrepresentation, defamation, libel, slander disparagement or invasion of privacy.

Airport Liability: Provides coverage for bodily injury and property damage resulting from the premises and operations of the airport. This coverage is excluded under the general liability so coverage is provided by a separate general liability specifically for airports.

Commercial Auto: Provides bodily injury and property damage liability for any auto claim. In addition physical damage is provided for scheduled autos at actual cash value and hired autos physical damage limited to \$50,000.

Umbrella: Provides additional limits of liability for general liability, automobile liability, law enforcement liability, employment related practices, cyber liability and public entity management liability. This coverage is important in the event the suit is brought in court outside the State of Kansas and the city does not have benefit of the immunity granted by the Kansas Torts Claims Act.

Public Entity Cyber Liability: Provides communications, media, network and information security liability coverage.

Market Review

Obtaining a comprehensive and competitively priced program of insurance in the marketplace requires more than access to the market. Past experience and credibility with markets are the foundation of a successful campaign for your company. Accurate and detailed specifications are essential in all of Arthur J. Gallagher Risk Management Services, Inc. communications to each insurance company contacted.

Insurance Carrier	Coverages	<u>Carrier Position</u>
		<ul style="list-style-type: none"> • Quoted • Declined & Reason • Indication • Verbal Quote
Federal Insurance Company (Chubb)	Property and Inland Marine	Declined – Wind Exposure
Hartford Fire Insurance Company	Property and Inland Marine	Declined – Pricing
Affiliated	Property and Inland Marine	Declined – Minimum premium not met
Zurich	Property and Inland Marine	Indication – High
Lexington	Property and Inland Marine	Declined – Minimum premium not met
Hartford Steam Boiler Inspection & Insurance Company	Boiler and Machinery	Quoted
Argonaut Great Central Insurance Company	General Liability, Employee Benefits Liability, Law Enforcement Liability, Public Officials Liability, Automobile Liability, and Physical Damage	Declined – Pricing
CNA Insurance Companies	General Liability, Employee Benefits Liability, Law Enforcement Liability, Public Officials Liability, Automobile Liability, and Physical Damage	Declined – Exposures
OneBeacon Insurance Company	General Liability, Employee Benefits Liability, Law Enforcement Liability, Public Officials Liability, Automobile Liability, and Physical Damage	Verbal Quotation too high
Travelers Insurance Company	General Liability, Employee Benefits Liability, Law Enforcement Liability, Public Officials Liability, Automobile Liability, and Physical Damage, Property, Electric Utility, and Inland Marine	Quoted – Not competitive
Underwriters at Lloyd’s, London	General Liability, Employee Benefits Liability, Law Enforcement Liability, Public Officials Liability, Automobile Liability, and Physical Damage	Quoted
Hanover Insurance Group	Crime	Quoted
National Union Fire Insurance Co. of Pittsburgh, PA	Cyber Liability	Quoted
Beazley Insurance Company (Syndicated 2623/623)	Cyber Liability	Quoted
Old Republic Insurance Company	Airport Liability	Quoted

Public Entity Package

- Underwriters at Lloyd’s, London

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Brit

Coverage: Property, Inland Marine, Equipment Breakdown
Carrier: Underwriters at Lloyd’s London
Form Type: Per Occurrence
Effective: July 1, 2014 to July 1, 2015

Coverage	Limit	Valuation Type	Deductible	Premium*
Building and Personal Property	\$45,953,930	Replacement Cost	\$10,000 unless noted below	\$128,198
Equipment Breakdown	Included	Replacement Cost	\$10,000	Included

* Premium does not include Terrorism premium of \$2,273 for applicable coverage lines.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

	Limit	Deductible
• Contractors Equipment – Scheduled	\$3,199,074	\$2,500
• Contractors Equipment – Unscheduled (\$2,500 maximum per any one item applies)	\$350,000	\$2,500
• Special Property – Traffic Signals, Signs, Warning Sirens/Airport Lights, and Lighting Systems	\$4,250,697	\$2,500
• Special Property – Fences and Pedestrian Bridges	\$934,897	\$2,500

Additional Coverages:

	Limit	Deductible
• Automated External Defibrillator	\$5,000	Policy Deductible
• Collapse	Limit extended	Policy Deductible
• Commandeered Property of Others (Other than Automobiles)	\$250,000	Policy Deductible
• Crime Reward – Excluding Arson	\$25,000	Policy Deductible
• Debris Removal of Covered Property	25% of loss + \$25,000 Per Location	Policy Deductible
• Emergency Evacuation Expense	\$25,000	Policy Deductible
• Emergency Real Estate Consulting Fee	\$5,000	Policy Deductible
• Employee Dishonesty	\$50,000	\$250 Deductible
• Exterior Building Glass	Included	Policy Deductible
• Fire Department Service Charge	\$25,000	No Deductible
• “Fungus,” Wet Rot, Dry Rot, and Bacteria – Limited Coverage	\$15,000	Policy Deductible
• Inventory and Appraisal Cost for Claim Preparation	\$10,000	Policy Deductible
• Lease Cancellation Moving Expenses	\$2,500	Policy Deductible
• Money and Securities	\$25,000	Policy Deductible
• Pollutant Cleanup and Removal	\$25,000	Policy Deductible
• Preservation of Property	Included	Policy Deductible
• State Forest Fire Expense	\$25,000	Policy Deductible

City of Hays, KS

	Limit	Deductible
• Temporary Meeting Space	\$1,000	No Deductible
• Water Damage, Other Liquid, Powder, or Molten Material Damage	Included	Policy Deductible

Coverages Extensions:

	Limit	Deductible
• Accounts Receivable – Per Occurrence On Premises/Off Premises	\$250,000/\$50,000	Policy Deductible
• Animals and Canines – Per Animal and Per Occurrence	\$1,500/\$10,000	Policy Deductible
• Appurtenant Building or Structures	\$10,000	Policy Deductible
• Arson Reward	\$25,000	No Deductible
• Building Ordinance or Law – Coverage A (Undamaged)	Included	Policy Deductible
• Coverage B (Demolition) and Coverage C (increased Cost of Construction)	\$350,000	Policy Deductible
• Business Income	\$100,000	Policy Deductible
• Extra Expense	\$1,025,000	Policy Deductible
• Business Income – Loss of Tax Revenue	\$100,000	No Deductible
• Change in Temperature, Electrical Damage and Off-Premises Utility Services – Direct Damage	\$50,000	Policy Deductible
• Communication Towers	\$100,000	Policy Deductible
• Contractors Equipment – Nonowned – Per Item and Per Occurrence Limit	\$500,000/\$500,000	\$2,500
• Emergency Portable Equipment –Police and Fire	\$215,418	\$2,500
• Emergency Portable Equipment – Guns, Tazers, Cameras, Radios, etc.	\$490,000	\$2,500
• Employees Tools – Per Employee and Per Occurrence Limit	\$500/\$1,500	Policy Deductible
• Fair or Exhibitions	\$50,000	Policy Deductible
• Fine Arts – Per Item and Per Occurrence Limit	\$5,000/\$100,000	Policy Deductible
• Fire Equipment Recharge	\$25,000	No Deductible
• Footbridges and appurtenant Structures	\$25,000	Policy Deductible
• Foundations of Machinery, Swimming Pools, and Underground Pipes	Limit Extended	Policy Deductible
• Golf Course Greens – Limited Perils	\$100,000	Policy Deductible
• Lock Replacement	\$25,000	\$50 Deductible
• Newly Acquired or Constructed Property – Each Building Limit/Contents Limit	\$1,000,000/\$500,000	Policy Deductible
• Nonowned Detached Trailers	\$5,000	Policy Deductible
• Outdoor Property	\$25,000	Policy Deductible
• Paved Surfaces	\$100,000	Policy Deductible
• Personal Computers, Communication Equipment, EDP Equipment, Electronic Data or Media – Per Occurrence and Away from Premises	\$652,826/\$10,000	\$2,500
• Personal Effects – Per Person/Each Location and Occurrence Limit	\$25,000/\$50,000	Policy Deductible
• Personal Property Off-Premises or in Transit	\$100,000	Policy Deductible
• Recertification Expense	\$5,000	Policy Deductible

City of Hays, KS

	Limit	Deductible
• Rental Expense – Contractor’s Equipment	\$10,000	Policy Deductible
• Retaining Walls	\$10,000	Policy Deductible
• Sign Coverage	\$25,000	Policy Deductible
• Spoilage – See Utility Service Direct Damage	\$25,000	Policy Deductible
• Surface Water (Locations situated in a 100- or 500-year flood plain are excluded)	\$25,000	Policy Deductible
• Theft Damage to Nonowned Buildings	\$50,000	Policy Deductible
• Underground Sprinkler Systems	Included	Policy Deductible
• Underground Water Seepage – Per Premise	\$10,000	Policy Deductible
• Unnamed Locations	\$250,000	Policy Deductible
• Valuable Papers and Records – Cost of Research (Other than Electronic Data) On-Premises Limit and Away from Premises Limit	\$250,000/\$50,000	Policy Deductible

Exclusions include, but are not limited to:

- Nuclear Hazard
- War and Military Action
- Mine Subsidence

Endorsements include, but are not limited to:

- Surface Water and Sewer and Water Backup Exclusion

Premium Terms:

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- Signed Authorization to Bind
- Signed Terrorism form

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Coverage: General Liability
Carrier: Underwriters at Lloyd's, London
Form Type: Per Occurrence
Effective: July 1, 2014 to July 1, 2015

Coverage	Limit	Deductible	Premium*
Bodily Injury and Property Damage	\$500,000	\$0	Included
Personal and Advertising Injury	\$500,000	Included	Included
Employee Benefits Injury	\$500,000	None	Included
Specific Perils – Damage to Premises Rented to You	\$500,000	Included	Included
Medical Payments		Included	Included
General Aggregate	\$2,000,000	Included	Included
Products – Completed Operations Aggregate	\$2,000,000	Included	Included
Sexual Molestation Per Claim	\$250,000	Included	Included
Failure to Supply – Utility Operations (other than sudden & accidental)	\$500,000	Included	Included

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Punitive Damages included where allowed by state law
- Broad form Governmental Entities definition of insured includes all boards and commissions operated by and under the direction of the insured entity, Volunteers as Insureds, Mobile or Leased equipment contracts, Users of Golfmobiles and parties to Mutual aid Agreements
- Owned watercraft up to 50 feet in length are covered
- Expanded Host Liquor Liability included

Statement of Defense Costs:

- In addition to Policy Limit, and if so:
 - Limited

Insuring Agreement:

- Pay on Behalf

Exclusions include, but are not limited to:

- Asbestos
- Workers Compensation and Similar Laws
- Aircraft, Auto, or Watercraft
- Airport Liability
- Attorneys' Professional Services
- Contractual Liability
- Damage to Impaired Property or Property Not Physically Injured
- Damage to Property
- Damage to "Your Product"

- Damage to “Your Work”
- Distribution of Materials in Violation of Statutes
- Electronic Data
- Eminent Domain
- Employers Liability
- Employment-Related Practices
- Engineers, Architects, or Surveyors Professional
- Expected or Intended Injury
- Failure to Supply
- “Law Enforcement Activities”
- Liquor Liability
- Medical Payments Exclusion
- “Medical Professional Services”
- Medical and Related Facilities Activities
- Mobile Equipment
- Nuclear Energy Liability
- “Personal and Advertising Injury”
- Pollution
- Recall of Products, Work, or Impaired Property
- Specific Perils – Damage to Premises Rented to You coverage
- Strike, Riot, Civil Commotion or Mob Action
- Underground Storage Tanks
- War
- Workers Compensation and Similar Laws

Endorsements include, but are not limited to:

- Package First Coverage Form
- Liability Coverage Part

Premium Terms:

- Minimum Premium: 50% of Gross Premium
- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- Quote is subject to receipt of a currently signed original application prior to inception date.
- Fireworks are excluded until underwritten and approved. If coverage is desired, please forward a copy of the contract with the pyrotechnic and complete our loss control questionnaire. Please forward this information at least 30 days prior to the event. Each event must be separately underwritten and endorsed.
- Signed Terrorism Acceptance/Rejection Form for all applicable coverages.
- Signed Client Authorization to Bind Coverage.

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Coverage: Public Officials Liability
Carrier: Underwriters at Lloyd's, London
Form Type: Claims-Made Full Prior Acts for Unknown Incidents
Effective: July 1, 2014 to July 1, 2015

Coverage	Limit	Deductible
Each Wrongful Act	\$1,000,000	\$10,000
Annual Aggregate	\$2,000,000	Included
Key Individual Replacement Expenses	\$25,000 Per Claim	None
Terrorist Travel Reimbursement	\$5,000 Per Policy Period	None
Identify Theft Protection	\$5,000 Per Claim	None

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Full Prior Acts coverage offered to most entities having continuous Claims-Made coverage for past five years
- Punitive Damages included where allowed by state law
- Civil Rights Violations, Zoning, Land Use (other than Eminent Domain or Inverse Condemnation), Permits, and Licenses are covered
- Identity Theft Protection reimburses certain public officials for expenses, such as notarizing documents, certified mail expenses, and loan application fees incurred as a direct result of Identity Theft
- Key Individual Replacement Expenses pays miscellaneous costs such as advertising, travel, lodging and meals, overtime pay, costs of verifying background and references, and certain legal expenses incurred by the Named Insured to replace key public officials if that person suffers a fatal injury
- Consent to Settle included

Statement of Defense Costs:

- In addition to Policy Limit, and if so:
 - Limited

Exclusions include, but are not limited to:

- Based upon or attributable to any insured gaining profit, advantage or remuneration to which the insured is not entitled
- For any damage arising from "bodily injury," sickness, emotional distress, mental anguish, disease or death of any person, or for damage to or destruction of any property, including diminution of value or loss of use thereof
- "Law Enforcement Activities"
- As a result of a strike, riot, civil commotion, or mob action
- Any "public officials wrongful act"
- Employment-Related Practices
- Failure to provide, professional services to anyone other than the Named Insured by any member of the medical profession, or by any lawyer, architect, engineer, or accountant

- By the Named Insured or on its behalf
- Aircraft, Auto, or Watercraft
- Failure to remedy dangerous circumstances or conditions known to you prior to the policy period
- Libel, slander, defamation, invasion of privacy, wrongful eviction, assault, battery, malicious prosecution or abuse of process

Endorsements include, but are not limited to:

- Package First Coverage Form
- Liability Coverage Part

Premium Terms:

- Minimum Premium: 50% of Gross Premium
- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- Signed Client Authorization to Bind Coverage

Claims-Made – Claim Definition and Claim Reporting Provisions:

- “Claim” means a written notice from any party that it is their intention to hold an insured responsible for “loss” resulting from a “public officials wrongful act” covered by this Coverage Form.

Insured’s Duties in the Event of a “Claim” or “Suit”

- In the event of a “claim,” written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, will be given by or for the insured to us or any of our authorized agents as soon as practical.
- If a “claim” is made or a “suit” is brought against the insured, the insured will as soon as practicable forward to us every demand, notice, summons, or other process received by them or their representative.
- The insured will cooperate with us and, at our request, consent to being examined and questioned by a representative of ours, under oath if necessary, attend hearings, depositions, and trials, and will assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of “suit(s),” as well as in the giving of written statement or statements to our representatives and defense. In the event of a “claim” occurring likely to involve us hereunder, the insured will not make any payment, assume any liability, or incur any expense without our consent first being obtained. We will have full discretion in the handling of any “claim,” and the insured will give full information and assistance as we may reasonably require.

Extended Reporting Period Criteria:

- Refer to attached policy form for Extended Reporting Period Criteria.

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Coverage: Employment Practices Liability
Carrier: Underwriters at Lloyd's, London
Form #: Specimen upon request
Form Type: Claims-Made Full Prior Acts for Unknown Incidents
Effective: July 1, 2014 to July 1, 2015

Coverage	Limit	Deductible
Each Wrongful Act	\$1,000,000	\$25,000
Annual Aggregate	\$1,000,000	Included
Non-Monetary Defense	\$10,000 per claim \$50,000 per policy period	Included
Workplace Violence Counseling	\$5,000 per policy period	None
Back-Wages – No Prior Acts applies	\$10,000 per claim	\$5,000

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Full Prior Acts coverage offered to most entities having continuous Claims-Made coverage for past five years
- Punitive Damages included where allowed by state law.
- Broad definition of wrongful act including refusal to employ, termination of employment, false arrest, false imprisonment, libel, slander, defamation, harassment, humiliation, discrimination, invasion of privacy, wrongful eviction, malicious prosecution, abuse of process, or any other act, omission, or policy attributable to anyone's employment.
- Sexual Harassment, American with Disabilities Act, Title VII claims are covered.
- Workplace Violence Counseling reimburses the insured for expenses incurred for the counseling of employees necessary due to an incident of Workplace Violence. The deductible does not apply.
- Non-Monetary Defense limit included, with higher limits available, provides defense coverage for claims having no monetary damage demand.
- Back wages limit included with higher limits available.
- Consent to Settle included.

Exclusions include, but are not limited to:

- Any damage arising from "bodily injury," sickness, disease, or death of any person, or for damage to or destruction of any property, including diminution of value or loss of use thereof; however, for the purpose of this exclusion, "bodily injury" does not include emotional distress or mental anguish.
- Assault and battery; except for reasonable force used to protect persons or property.
- Alleging any violation of civil rights other than employment-related civil rights.
- Any "employment practices wrongful act(s)" which takes place prior to the "policy period" if the insured had knowledge of circumstances which could reasonably be expected to give rise to a "claim."

- Any activity concerning an “employee benefit plan,” welfare plan or retirement plan, or self-insurance fund, including any obligation under the Employee Retirement Income Security Act, or COBRA, and any subsequent amendments thereto or any similar local, state, or federal law or regulation.
- For back wages, overtime or similar “claim(s),” even if designated as liquidated damages, under any federal, state, or local statutes, rules, ordinances, or regulations, if such “claim(s)” arise out of a “employment practices wrongful act” committed prior to the effective date of this policy; or for “claim(s)” arising from collective bargaining agreements.
- Aircraft, Auto, or Watercraft.

Endorsements include, but are not limited to:

- Package First Coverage Form
- Liability Coverage Part
- Non-Monetary Back Wages Endorsement

Premium Terms:

- Minimum Premium: 50% of Gross Premium
- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- Signed Client Authorization to Bind Coverage

Claims-Made – Claim Definition and Claim Reporting Provisions:

- Claim means:
 - A written notice from any party that it is their intention to hold the insured responsible for “loss” resulting from an “employment practices wrongful act” covered by this Coverage Form
 - Any notice that requires you to attend an administrative hearing conducted by the EEOC or by any state agency with a similar purpose.

Insured’s Duties In The Event Of A “Claim” Or “Suit.”

- In the event of a “claim,” written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, will be given by or for the insured to us or any of our authorized agents as soon as practicable.
- If a “claim” is made or a “suit” is brought against the insured, the insured will as soon as practicable forward to us every demand, notice, summons, or other process received by them or their representative.
- The insured will cooperate with us and, at our request, consent to being examined and questioned by a representative of ours, under oath if necessary, attend hearings, depositions, and trials and will assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of “suit(s),” as well as in the giving of written statement or statements to our representatives and defense. In the event of a “claim” occurring likely to involve us hereunder, the insured will not make any payment, assume any liability or incur any expense without our consent first being obtained. We will have full discretion in the handling of any “claim,” and the insured will give full information and assistance as we may reasonably require.

Extended Reporting Period Criteria:

- Refer to attached policy form for Extended Reporting Period Criteria.

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Coverage: Law Enforcement Liability
Carrier: Underwriters at Lloyd's, London
Form #: Specimen upon request
Form Type: Per Occurrence
Effective: July 1, 2014 to July 1, 2015

Coverage	Limit	Deductible
Each Person	\$1,000,000	\$5,000
Each Wrongful Act	\$1,000,000	Included
Annual Aggregate	\$2,000,000	Included
Non-Monetary Defense	\$10,000 per claim \$50,000 per policy period	Included Included
Line of Duty Death Benefit	\$50,000 Per Officer	None

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Punitive Damages included where allowed by state law
- Approved Moonlighting and Mutual Aid Agreements are covered
- Broad definition of insured includes elected and appointed officials and all auxiliary and volunteer officers
- Civil Rights Violations, Intentional Acts, Vehicular Hot Pursuit, Failure to Protect, Excessive Force, False Arrest, and Failure to Adequately Train or Supervise are covered
- Consent to Settle included
- Line of Duty Death Benefit provides reimbursement to the Department for benefits paid to the family of officers fatally injured while on duty
- Non-Monetary Defense limit included, with higher limits available, provides defense coverage for claims having no monetary damage demand

Defense Costs:

- In addition to Policy Limit, and if so:
 - Limited

Exclusions include, but are not limited to:

- Employment-Related Practices.
- For "claim(s)," demands, or actions seeking relief or redress in any form other than monetary damages, or for any fees, costs, or expenses which the insured may become obligated to pay as a result of any adverse judgment for declaratory relief or injunctive relief; however, we will afford defense to the insured for such actions, "claim(s)," "suit(s)," or demands in which monetary damages are requested if not otherwise excluded.
- Arising out of the rendering of, or failure to render any medical services by any licensed medical personnel.
- For liability assumed by the insured under any contract or agreement. This exclusion does not apply to liability for damages:

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- For “personal injury” or “bodily injury” to:
 - An employee of the insured arising out of and in the course of employment by the insured;
 - An auxiliary law enforcement officer or volunteer law enforcement officer serving under the direction and control of the insured;
 - The spouse, child, parent, brother, or sister of that employee, or auxiliary volunteer law enforcement officer as a consequence of a. or b. above
- For “personal injury,” “bodily injury,” or “property damage” arising out of the ownership, maintenance, operation, use, “loading or unloading,” or entrustment to others of any:
- Arising out of “property damage” to:
 - Property which is owned by, rented by, loaned, to or occupied by any insured;
 - Premises which have been sold, given away, or abandoned by the insured if the “property damage” arises out of any part of those premises;
 - Property in the care, custody, and control of any insured.

Endorsements include, but are not limited to:

- Package First Coverage Form
- Liability Coverage Part

Premium Terms:

- Minimum Premium: 50% of Gross Premium
- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- Signed Client Authorization to Bind Coverage

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Coverage: Automobile Liability
Carrier: Underwriters at Lloyd's, London
Form Type: Per Occurrence
Effective: July 1, 2014 to July 1, 2015

Coverage	Limit	Symbols	Deductible	Premium
Combined Single Limit	\$500,000	1	None	\$36,700
Medical Expense	\$5,000		Included	
Uninsured Motorist	\$50,000			
Underinsured Motorist	\$50,000			
Excess Hired	Included		Included	
Non-Owned Liability	Included		Included	
Auto Physical Liability				
Comprehensive	Actual Cash Value or Cost of Repair, whichever is less minus deductible	7, 8	\$1,000	
Collision		7, 8	\$1,000	
Garagekeepers				
Comprehensive	\$25,000		\$500/\$2,500	
Collision	\$25,000		\$1,000	

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Fleet Coverage Endorsement adds coverage for commandeered autos, newly acquired organizations, blanket additional insured wording for insured contracts, waiver of subrogation, fellow employee, extended towing coverage, extended glass coverage, rental reimbursement, communication equipment, employee vehicle deductible reimbursement, blanket loss payable clause, medical payments, hired auto physical damage, and 120-day cancellation provision
- Replacement Cost coverage for Emergency Rescue Vehicles
- Emergency Response Provider Extension Endorsement includes extended debris removal and pollution cleanup, expected or intended injury exception for damage resulting from protecting persons or property, fellow employee coverage, nonowned vehicle deductible reimbursement, additionally acquired emergency units and equipment, recertification expense, hired and substitute emergency unit physical damage, rental reimbursement, and extended towing

Statement of Defense Costs:

- In addition to Policy Limit, and if so:
 - Limited

Insuring Agreement

- Pay on Behalf

Exclusions include, but are not limited to:

- Expected or Intended Injury
- Contractual
- Workers Compensation
- Employee Indemnification and Employers Liability
- Fellow Employee
- Care, Custody, or Control
- Handling of Property
- Movement of Property by Mechanical Device
- Operations
- Completed Operations
- Pollution
- War
- Racing

Endorsements include, but are not limited to:

- Package First Coverage Form
- Deductible Liability
- Medical Payments
- Freezing Coverage – Fire and Other Emergency Vehicles

Premium Terms:

- Minimum Premium: 50% of Gross Premium
- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- Signed Uninsured/Underinsured Motorist selection/rejection form must be received by Underwriters prior to inception date
- Underwriters at Lloyd's, London requires that the City of Hays perform MVR reviews annually on all drivers and prior to hiring new drivers
- Signed Client Authorization to Bind Coverage

Description of Covered Auto Designation Symbols

Symbol	Description of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject to No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject to a Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist's requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent, or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees," partners (if you are a partnership), members (if you are a limited liability company), or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent, or borrow that are used in connection with your business. This includes "autos" owned by your "employees," partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject to Compulsory or Financial Responsibility or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Coverage: Umbrella or Excess Liability
Carrier: Underwriters at Lloyd's, London
Form Type: Per Occurrence
Effective: July 1, 2014 to July 1, 2015

Coverage	Limit	Retention	Premium
Each Occurrence	\$1,000,000	\$10,000	\$8,104
Annual Aggregate	\$1,000,000		

* Premium does not include Terrorism premium of \$203.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Coverage A is follow form excess over underlying liability coverages
- Coverage B is Umbrella Liability with a \$10,000 retained limit
- Typically extends over all underlying liability coverages quoted
- Separate Aggregate Protection, commonly known as "SILO Aggregate," as respects to Coverage A only, applies the aggregate separately to each underlying coverage shown on the Umbrella declarations

Statement of Defense Costs:

- In addition to Policy Limit, and if so:
 - Limited

Insuring Agreement:

- Indemnity

Exclusions include, but are not limited to:

- Alcoholic Beverages
- Automobile First Party Coverage
- Employers Liability
- Nuclear Liability
- Owned Property and Damage to "Your Products" or "Your Work"
- Product Recall
- Pollution Liability
- War
- Watercraft

Endorsements include, but are not limited to:

- Package First Coverage Form
- Liability Coverage Part

Premium Terms:

- Minimum Premium: 50% of Gross Premium
- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- Signed Client Authorization to Bind Coverage

Claims-Made – Claim Definition and Claim Reporting Provisions:

- Refer to the underlying coverages for the claims definition

Notification of Injury, Damage or Claim:

- Notification of injury, damage or claim must be in accordance with F. Duties in the Event of Occurrence, Claim, or “Suit” as stated in SECTION V – CONDITIONS of this policy
- Any “insured’s” failure to comply with any of the Duties in the Event of Occurrence, Claim, or “Suit” will void any Extended Reporting Period coverage under this policy and we will promptly refund any additional premium you paid for the Extended Reporting Period coverage

Extended Reporting Period Criteria:

- Refer to the underlying coverages for the Extended Reporting Period Criteria
- We will determine the additional premium for the Supplemental Extended Reporting Period in accordance with our rates
- The Supplemental Extended Reporting Period Endorsement will set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded is excess over any other insurance available under policies in force after the Supplemental Extended Reporting Period starts
- How Extended Reporting Periods Apply:
 - Extended Reporting Periods apply ONLY to claims for injury or damage which occur before the end of the “Policy Period” but NOT before the Retroactive Date shown in the Declarations
 - Extended Reporting Periods do NOT:
 - ◆ Extend the “Policy Period” or change the scope of coverage provided
 - ◆ Reinstate or increase the Limits of Liability applicable to any claim to which this insurance applies, except as described in subparagraph 3 of SECTION I – INSURING AGREEMENTS, C
 - Extended Reporting Periods may NOT be cancelled once in effect

Crime (Separate Option)

- Hanover Insurance Group

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Hanover

Coverage: Crime
Carrier: Hanover Insurance Group
Form Type: Discovery
Effective: July 1, 2014 to July 1, 2015

Coverage	Limit	Deductible	Premium*
Employee Theft – Per Loss ⁽¹⁾	\$500,000	\$2,500	\$1,840
Forgery or Alteration	\$100,000	\$1,000	Included
Inside the Premises – Theft Money and Securities	\$100,000	\$1,000	Included
Inside the Premises – Robbery or Safe Burglary of Other Property	\$100,000	\$1,000	Included
Outside the Premises	\$100,000	\$1,000	Included
Computer Fraud	\$100,000	\$1,000	Included
Funds Transfer Fraud	\$100,000	\$1,000	Included
Money Orders and Counterfeit Paper Currency	\$10,000	\$250	Included

* Option II: Agreement 1 at \$100,000 limit with \$1,000 deductible for \$1,505 per year.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Government Crime

Exclusions include, but are not limited to:

- Confidential Information
- Government Action
- Indirect Loss
- Legal Fees, Costs and Expenses
- Nuclear Hazard
- Pollution
- War and Military Action

Endorsements include, but are not limited to:

- Add Faithful Performance of Duty
- Endorsement A – Delete Employee Exclusion
- Illinois Changes
- Include Treasurer or Tax Collector

⁽¹⁾ This coverage limit includes all employees, including those needing to be bonded by law unless City ordinances require separate named bonds.

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Premium Terms:

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- Signed Authorization to Bind Coverage
- Completed and Signed Application within 30 days of binding

Cyber Liability

- National Union Fire Insurance Co. of Pittsburgh, PA
- Syndicate 2623/623 at Lloyd's (Beazley)

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Option 1

Coverage: Cyber Liability
Carrier: National Union Fire Insurance Co. of Pittsburgh, PA
Form #: Claims-Made and Reported Security /Privacy and Media Liability
Form Type: Discovery – Event Management
 Occurrence Cyber Extortion

Retroactive
Date: July 1, 2009
Effective: July 1, 2014 to July 1, 2015

Coverage	Limit	Retention	Premium*
Limit of Liability	\$2,000,000	\$25,000	\$14,852
Regulatory Action Sublimit of Liability	\$250,000	\$25,000	Included
Event Management/Electronic Data Sublimits	Electronic Data – \$500,000 Event Response – \$100,000	\$25,000 \$25,000	Included
PCI-DSS Assessment	\$250,000	\$25,000	Included
Reputation Guard	\$100,000	\$0	Included
Cyber Extortion	Policy limit	\$25,000	Included

* Premium is subject to Surplus Lines Taxes and Fees. See Bindable Quote and Compensation Disclosures Schedule.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Punitive Damages are included where insurable by law

Statement of Defense Costs:

- Within Policy Limit (expenses erode policy limit)

Exclusions include, but are not limited to:

- Fraudulent or Criminal Acts, Errors, or Omissions of the Insured Organization (with final adjudication)
- Bodily Injury/Property Damage
- Patent Infringement

Endorsements include, but are not limited to:

- Notice of Claim (reporting by e-mail)
- Notice of Claim Provision Amendatory Endorsement (60-day post policy reporting period)
- Wrongful Act Definition Amendatory Endorsement
- Cyber Edge Risk Tool Endorsement
- Per Person Privacy Event Coverage Endorsement
- Fines and Penalties Coverage Endorsement
- Economic Sanctions Endorsement
- Choice of Panel Counsel Endorsement
- Confidential Information Definition Amendatory Endorsement

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- Criminal Reward Coverage Extension
- PCI Compliance Exclusion Endorsement – May be removed upon confirmation of PCI compliance
- Retention Amendatory Endorsement

Premium Terms:

- Minimum Premium: N/A, including
- Minimum Earned, Annual and Minimum Deposit: N/A – Except with Change of Control or purchase of ERP

Conditions of the Quote, Coverages, or Binding:

- Signed Client Authorization to Bind

Claims-Made – Claim Definition and Claim Reporting Provisions:

- Refer to the **attached** policy form for the definition of a claim and incident or claim reporting provisions

Extended Reporting Period Criteria:

- Refer to the attached policy form for the Extended Reporting Period Criteria.

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Option 2

Coverage: Cyber Liability
Carrier: Syndicate #2623/623 at Lloyd’s (Beazley)
Form #: Information Security & Privacy Insurance with Electronic Media Liability (F00106SL062012 ed.)
Form Type: Claims-Made and Reported E&O, Security/Privacy, and Internet Media Liability, Regulatory Defense and Penalties, and Cyber Extortion
 Discovery and Reported– Privacy Notification Costs, Retroactive Date: 7/1/2009

Retroactive Date: Policy Inception
Effective: July 1, 2014 to July 1, 2015

Coverage	Limit	Retention	Premium*
Aggregate Limit	\$2,000,000	\$25,000	\$15,010
	\$2,000,000	\$25,000	
	\$1,000,000	\$25,000	Included
Information Security & Privacy Liability	Policy Limit	\$25,000	Included
Regulatory Defense & Penalties	\$250,000	\$25,000	Included
PCI Fine and Penalties	\$100,000	\$25,000	Included
Cyber Extortion Loss Aggregate Sublimit of Liability	\$2,000,000	\$25,000	Included
Crisis Management/Public Relations Expenses	Included Below	\$25,000	Included
Breach Response	Outside the Policy Limit	\$25,000	Included
Notification, Credit Monitoring, and ID Theft Services	\$500,000	\$25,000	Included

* Premium is subject to Surplus Lines Taxes and Fees. See Bindable Quote and Compensation Disclosures Schedule.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Punitive Damages are included where insurable by law

Statement of Defense Costs:

- Within Policy Limit (expenses erode policy limit)

Exclusions include, but are not limited to:

- Nuclear Incident Exclusion
- Sanction Limitation and Exclusion Clause
- Radioactive Contamination Exclusion
- Fraudulent or Criminal Acts, Errors, or Omissions of the Insured Organization (with final adjudication)
- Bodily Injury/Property Damage

Endorsements include, but are not limited to:

- Reliance on Another Insurance Company's Application
- Beazley Nominated Vendors Endorsement
- Amended Notice of Claim (Control Group) Endorsement
- Amend PCI Sublimit Endorsement
- Cyber Extortion Endorsement

Premium Terms:

- Minimum Premium: N/A, including
- Minimum Earned, Annual and Minimum Deposit: N/A – Except with Change of Control or purchase of ERP

Conditions of the Quote, Coverages, or Binding:

- Currently Signed and Dated Competitor's Application – within 30 days
- Years of Loss Runs (if available) – within 30 days
- Signed Client Authorization to Bind

Claims-Made – Claim Definition and Claim Reporting Provisions:

- Refer to the **attached** policy form for the definition of a claim and incident or claim reporting provisions

Extended Reporting Period Criteria:

- Refer to the attached policy form for the Extended Reporting Period Criteria.

Airport Liability

- Old Republic Insurance Company

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Old Republic

Name Insured: City of Hays, KS
Coverage: Airport Liability
Carrier: Old Republic Insurance Company
Form Type: Per Occurrence
Effective: July 1, 2014 to July 1, 2015

Coverage	Limit	Retention	Premium*
Each Occurrence Limit	\$1,000,000	\$0	\$3,845
Products Completed Operations Aggregate Limit	\$1,000,000	\$0	
Personal and Advertising Injury Aggregate Limit	\$1,000,000	\$0	
Malpractice Aggregate Limit	\$1,000,000	\$0	
Fire Damage Limit Any One Fire	\$100,000	\$0	
Medical Expense Limit Any One Person	\$3,000	\$0	
Medical Expense Limit Any One Occurrence	\$15,000	\$0	
Hangarkeepers Limit – Any One Aircraft	\$1,000,000	\$0	
Hangarkeepers Limit – Any One Occurrence	\$1,000,000	\$0	
Nonowned Aircraft Liability	Not Covered	\$0	
Hangardkeepers Deductible			
Any One Aircraft	\$1,000	\$0	
Any One Occurrence	\$1,000	\$0	

* Premium does not include TRIA premium of \$385. Premium may be subject to Surplus Lines Taxes. See Bindable Quote and Compensation Disclosure Schedule.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Airport Location:

- Hays Regional Airport – Hays, KS

Coverages include, but are not limited to:

- Products Completed Operations – Annual Aggregate Limit
- Personal Injury and Advertising Injury – Annual Aggregate Limit
- Malpractice – Annual Aggregate Limit
- Extended Coverage – War, Hijacking, and Other Perils – Annual Aggregate Limit
- Fire Damage Limit – Any One Fire
- Hangarkeepers

Exclusions include, but are not limited to:

- Unintentional Discrimination
- Parachuting Operations
- Noise and Pollution
- War, Hijacking, Terrorism

- TRIA
- Radioactive Contamination
- Date Recognition
- Contractual Liability
- Air Meet, Contest or Exhibition
- Control Tower
- Workers Compensation/Employers Liability

Endorsements include, but are not limited to:

- Airport Limited Enhancement Coverage Endorsements
- Volunteers Endorsement
- Trade or Economic Sanctions
- War Perils

Premium Terms:

- Premium is Fully Earned

Special Provisions:

- 90-day Notice of Cancellation – 10-day Notice for Nonpayment of Premium
- Defense is in Addition to “Each Occurrence” Limit
- Policy is not Subject to Audit

Conditions of the Quote, Coverages, or Binding:

- Terrorism Election Form for Completion Signature

Coverages for Consideration

- Coverages are highlighted here to review available coverages which you should consider. These coverages are included in the coverage section of this proposal only if quoted and highlighted as covered.
 - A proposal for any of the coverages can be provided.
 - The recommendations and considerations summarized in this section are not intended to identify all exposures.
 - If Gallagher does not handle your complete insurance program, these recommendations only reflect items within our scope of responsibility.
-
- Obtain certified appraisals for all buildings owned by the city to determine adequate valuations at replacement cost.

Commission Work Session Agenda

Memo

From: Nicholas Willis, Assistant Utilities Director

Work Session: June 19, 2014

Subject: Award of Bid for Replacement of Water Plant Boiler

Person(s) Responsible: Bernie Kitten, Director of Utilities

Summary

Proposals were received for replacement of the hot water boiler at the water treatment plant. After reviewing proposals with respect to equipment efficiency, warranty, control systems, costs, references for similar boilers and the amount of space to be gained through the installation, staff recommends award of a contract to Shubert Heating & Air, Inc. in the amount of \$37,700 for the installation of two HTP Elite boilers and an add alternate of the replacement of two existing gate valves. This is a budgeted project for the water treatment plant.

Background

The existing boiler dates to 1978 and no longer has available replacement parts. It is near the end of its useful life. Due primarily to the size of the existing boiler, removal and installation of a new boiler will take about one week. Rather than risk the plant being completely without a heating source for one week, staff solicited proposals for replacement. The existing boiler will be replaced with two boilers that can operate independently of one another. This gives the heating system redundancy should one boiler break down.

Redundancy also allows for much more efficient operation on days when the full heating capacity is not needed. Additionally, the existing boiler is somewhat oversized, has an efficiency rating of 80% and should be expected to be operating at around 70% efficiency at full load based upon age. Partial load operating efficiency is likely to be well under 70%. While utility savings are expected, the primary reason for replacement is the age of equipment.

Seven proposals from four contractors were received. All appear to have met requirements for proposal submittal.

Discussion

As city staff is not intimately familiar with the hot water boiler industry and local contractor capabilities, a Request for Proposals was sent out to ascertain what the marketplace has availability. Per Hays' purchasing policy, staff evaluated the proposals as detailed below:

Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation and delivery costs, and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluations that are not set forth in the invitation for bids.

Staff spelled out the criteria for evaluation in the Request for Proposals, as follows:

1. Efficiency of new units.
2. Warranties on new units.
3. Control system proposals.
4. Cost of proposal.
5. References and reviews of boiler models in the proposals.
6. The amount of space gained through the new installation.

As boilers are long-lived, much of their life cycle cost occurs well past the initial purchase. The efficiency, warranty and controls all can have great impact of costs incurred after initial purchase. The proposal from Shubert offered the longest warranty period, has the highest operating efficiency, a control system that allows for efficient operation under varying heat loads and the lowest cost. Contractor and product references appear similar across proposals. Only the alternate offered by American Boiler appeared to have a significant amount of space made available by wall-mounting. The extra cost is not considered worth the investment.

Below is a summary of the proposals received.

Proposal Summaries					
Company	Price	Efficiency	Warranty	Alternates	Alternate Description
American Boiler & Mechanical	\$48,750	94.0%	10 Years	\$1,250	Install smaller units
Glassman Corporation	\$43,186	95.9%	12 Years		
Shubert Heating & Air, Inc.	\$36,720	95.9%	12 Years	\$980	Replace 2 gate valves
Werth Heating, Plumbing & Air Conditioning	\$38,500	95.0%	10 Years		
Werth Heating, Plumbing & Air Conditioning	\$39,500	95.0%	10 Years		
Werth Heating, Plumbing & Air Conditioning	\$39,800	95.9%	12 Years		
Werth Heating, Plumbing & Air Conditioning	\$39,500	95.1%	12 Years		

Staff recommends award of the installation of gate valves as an alternate. This adds \$980 to the total cost of the project, but the existing valves are quite old and in poor to fair condition. While everything is apart is the time to change these valves out.

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

This was a budgeted item for 2014 and the recommended award is below the budgeted amount of \$55,000. Staff anticipates a reduction in total heating costs in future years as a result of this project.

Options

The City Commission has the following options:

- Award the proposal as recommended
- Award a contract for another proposal
- Reject all proposals and provide staff with further direction.

Recommendation

Award a contract in the amount of \$37,700 to Shubert Heating & Air for the replacement of the existing water treatment plant boiler with two HTP Elite EL-399 boilers and the alternate proposed to replace two gate valves.

Action Requested

Award contract in the amount of \$37,700 to Shubert Heating & Air to include two HTP Elite EL-399 boilers, proposed appurtenances and two gate valves to be funded from the Utilities Department/Water Treatment Production and Distribution Projects line item.

Supporting Documentation

Spreadsheet detailing proposals received
Proposal from Shubert Heating & Air

**Proposals Received For Boiler Replacement
Compiled by Nicholas Willis, June 6, 2014**

Company	Price	Boiler Model	Efficiency	Warranty	Alternates	Alternate Description
American Boiler & Mechanical	\$48,750	2 Lochinvar KBN401	94.0%	10 Years	\$1,250	Sub Lochinvar WHN399 units
Glassman Corporation	\$43,186	2 HTP Elite EL-399	95.9%	12 Years		
Shubert Heating & Air, Inc.	\$36,720	2 HTP Elite EL-399	95.9%	12 Years	\$980	Replace 2 gate valves
Werth Heating, Plumbing & Air Conditioning	\$38,500	2 Raypak Xfyre H7-400A	95.0%	10 Years		
Werth Heating, Plumbing & Air Conditioning	\$39,500	2 Laars NeoTherm 399	95.0%	10 Years		
Werth Heating, Plumbing & Air Conditioning	\$39,800	2 HTP Elite EI-399	95.9%	12 Years		
Werth Heating, Plumbing & Air Conditioning	\$39,500	2 Elite Munchkin EL-399	95.1%	12 Years		

PROPOSAL
COH PROJECT NO. 2014-09
Replacement of Water Plant Boiler

1. The undersigned declares he/she has examined the Request for Proposals and all attached documents, has examined the site of work, and has determined for himself/herself the conditions affecting the work. The Consultant hereby proposes to do the work called for in the RFP and attached documents at the following not-to-exceed prices:
2. The undersigned, in compliance with your Request for Proposals (RFP), dated May 9, 2014, hereby proposes to do the work called for in said RFP at the following price:

Total Dollars (\$ 36,720.⁰⁰)

Required Documents Attached	(Yes / No)
<i>Proof of Qualifications/Experience</i>	<u>Yes</u>
<i>References -</i>	<u>Yes</u>
<i>Detailed Scope of Work -</i>	<u>Yes</u>
<i>Shop drawings showing drainage, venting and location of boilers</i>	<u>Yes</u>
<i>Proof of Insurance</i>	<u>Yes</u>
<i>Proof of licensure</i>	<u>Yes</u>
Acknowledgement of Addenda/Revisions (If Any # <u>1</u> , # <u>2</u> , # <u> </u>)	<u>Yes</u>

List of exceptions to the scope of services:

Dated this 4 day of JUNE, 2014.

Signature of Proposer

[Handwritten Signature]

By

Owner / President

Title

Shubert Heating Air, Inc.

Company Name

Shubert Heating & Air, Inc.

1891 Buffalo Ave.

Hays, KS 67601

Phone: 785-623-4665

Fax: 785-623-4098



It's Hard To Stop A Trane!

Date: 6/3/2014

Terms: Due & Payable on Receipt

A finance charge is computed on periodic rate of 1 1/2% per month which is an APR of 18% on any balance paid within 30 days

Bid For: City of Hays

RE: Water Plant Boiler

Attn: Jim Cooper

jcooper@haysusa.com

Qualification/Experience:

- 1.) Hays Middle School Safe Room Addition Hays, Ks
Geothermal System
- 2.) Trilobite Testing Hays, Ks
In Floor Heat in all Shops
- 3.) Sunrise Oil Field Supply Hays, Ks
Sealed Boiler to Heat, Diesel Fuel

References:

- 1.) Paul-Wertenberger Construction
1102 East 8th
Hays, Ks 67601
(785) 625-8220
- 2.) Commercial Builders
2717 Canal Blvd
Hays, Ks 67601
(785) 621-2737
- 3.) Architectural Solutions PA
2717 Canal Blvd Suite E
Hays, Ks 67601
(785) 621-2737
- 4.) O'Connor Company
5200 East 35th North
Wichita, Ks 67220
(316) 263-3187

Scope of Work:

This bid is to remove existing boiler system and install two twinned high efficiency boilers. I have figured on tying on to existing valves on east side of pumps and reusing existing pumps, strainers, and fill valve. I will be setting my boilers on 10" tall metal stands that are powder coated.

Material List:

2-Condensing Boilers

EL-399-NG HTP "Elite" High Efficiency Hot Water Boiler

- 67,000-399,000btu input modulating burner
- 93.2% combustion efficiency
- 4" PVC vent and combustion air inlet
- Natural gas fuel train
- 1 ½" npt supply/return connections
- Vision 1 control with outdoor reset capability and multiple boiler staging and rotating control
- Relief valve set at 30psi
- Header temperature sensor
- CSD-1 Safety control (manual reset LWCO and Aquastat)
- Iron body boiler circulating pump with 1 ½" B&G Checktrol isolation valves and check valve assembly
- Pump relay with H-O-A switch
- Weight 256#

1-Air/Dirt/Hydro Separator

549082a 3" Caleffi Hydrocal Flanged 3 in 1 air and dirt eliminator and hydraulic separator

1-Well for Header Sensor

121371a Honeywell ½" immersion well

2-10" tall metal stands

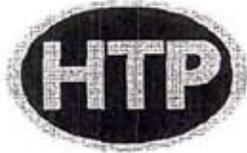
2-little giant pumps

- ✓ Fresh air will be pulled right from the room
- ✓ Two 4" PVC exhaust pipes through existing chimney and sealed off at top
- ✓ Gas as needed
- ✓ New copper piping and insulated with 1" fiberglass
- ✓ Existing housekeeping pad is to stay
- ✓ Job is Tax Exempt
- ✓ Our bid does include a factory rep to come and start up and train new owners for one day.

BID TOTAL \$36,720.00

○ **Alternate #1**

Replace the two gate valves on east side of pumps add **\$980.00 to bid total**



Elite Heating Boiler

JOB NAME: Hays Kansas Water Treatment Plant Boiler Replacement

LOCATION: Hays, KS

ARCH. / ENGR.:

WHOLESALE: Salina Supply Company

MECH. CONTRACTOR:

MODEL NUMBER: EL-399

TYPE OF GAS: Natural Gas

BTU/HR INPUT LOW - HIGH FIRE: 67,000 - 399,000btu/hr. input

NOTES: Boilers include on-board staging and rotating controls

Heat Exchanger

- All Stainless Steel 160 PSI ASME Stamped Construction
- National Board listed
- Gasketless Heat Exchanger Design
- 30 PSI Relief Valve
- Front service access to combustion chamber and burner
- Inlet and outlet temperature sensor

Combustion System

- Modulating burner with 5 to 1 turndown
- Up to 95.9% AFUE
- Up to 96.1 Thermal Efficiency
- High Grade Inconel Burner Design
- Spark Ignition
- Models Available for Natural or LP Gas
- Dual Flame monitoring (Spark and Flame probe)
- Superior condensate collection system with float switch
- Vents in Plastic PVC - CPVC - Stainless Steel - ULC S636 flexible polypropylene vent liner (chimney lining only)
- Vents up to 200 combined equivalent feet

Integrated Control System

- Digital operating control with LED display and indicators for System Pump - Boiler Pump - DHW Pump - System Fault - System operation
- Password Protected
- Outdoor reset with Indirect Priority
- Multiple 120 volt pump outputs - Boiler Pump - System Pump - DHW Pump
- 24 Volt monitoring
- 0-10 VDC input for Building Management System
- Boiler Output regulation (Adjustment of boiler output down to 50 percent of rated capacity)
- Cascade up to 8 boilers

Additional Features

- Combination Outlet Fitting to simplify connections
- 12 Year Limited Warranty
- Manual reset High temperature limit
- Adjustable leveling legs
- Field wiring board / Cascade wiring CAT 5 / CAT 3
- Dry contact for alarm output
- Low NOx emissions - SCAQMD Certified

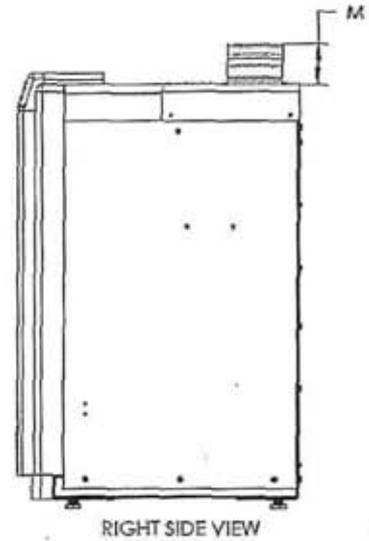
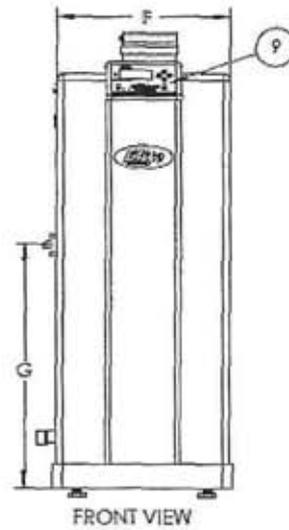
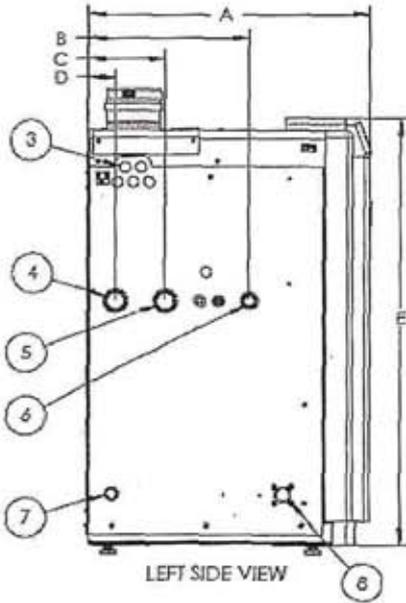
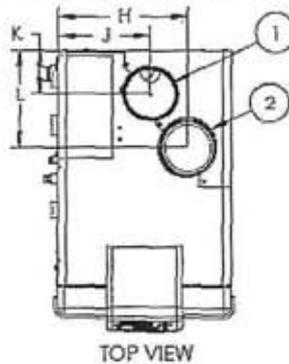
Optional

- System Sensor (Part # 7250P-324)
- Indirect Sensor (7250P-325)
- 3" Polypro Flex Vent Kit (8400P-001)
- 3" PVC Concentric Vent Kit (KGAVT0601CVT)
- 3" Stainless Steel Termination Vent Kit (V1000)
- 4" Stainless Steel Termination Vent Kit (V2000)
- 6" Stainless Steel Termination Vent Kit (V3000)
- Flow Switch (7450P-213)
- Condensate Neutralizer (7450P-212)
- U.L. 353 Compliant Low Water Cut-Off Interface Kit w/ Manual Reset (7450P-225)
- Alarm System (7350P-602) to monitor any failure
- PC Connection Cable w / Software (7350P-320)
- Wall Mount Kit (Part # 7450P-211)
- Vision II (7250P-319)
- Modbus (7350P-629)

ELITE BOILER SERIES

- EXHAUST VENT CONNECTION (1)
- COMBUSTION AIR INLET CONNECTION (2)
- ELECTRICAL CONNECTIONS (3)
- SYSTEM RETURN (4)

- (5) SYSTEM SUPPLY
- (6) RELIEF VALVE
- (7) CONDENSATE CONNECTION
- (8) GAS LINE CONNECTION
- (9) DISPLAY/CONTROL PANEL



MODEL*	A	B	C	D	E	F	G	H	J	K	L	M	SHIPPING WEIGHT
EL-299	23.75	13.50	6.38	2.25	36.50	14.50	21.00	11.00	7.88	3.63	8.50	3.00	211
EL-301	23.75	13.50	6.38	2.25	36.50	14.50	21.00	11.00	7.88	3.63	8.50	3.00	211
EL-399	30.75	20.50	9.75	2.75	36.50	14.50	21.00	11.00	7.88	3.63	8.50	3.00	256

MODEL*	MAX MBH	MIN MBH	AFUE	HEATING CAPACITY MBH	SUPPLY/RETURN	EXHAUST/AIR INLET	GAS CONNECTION
EL-299	299	60	93.0	276	1-1/4"	4"	1"
EL-301	301	60	96.1 **	289			
EL-399	399	60	93.2 **	372	1-1/2"		

* "N" DENOTES NATURAL GAS "LP" DENOTES PROPANE

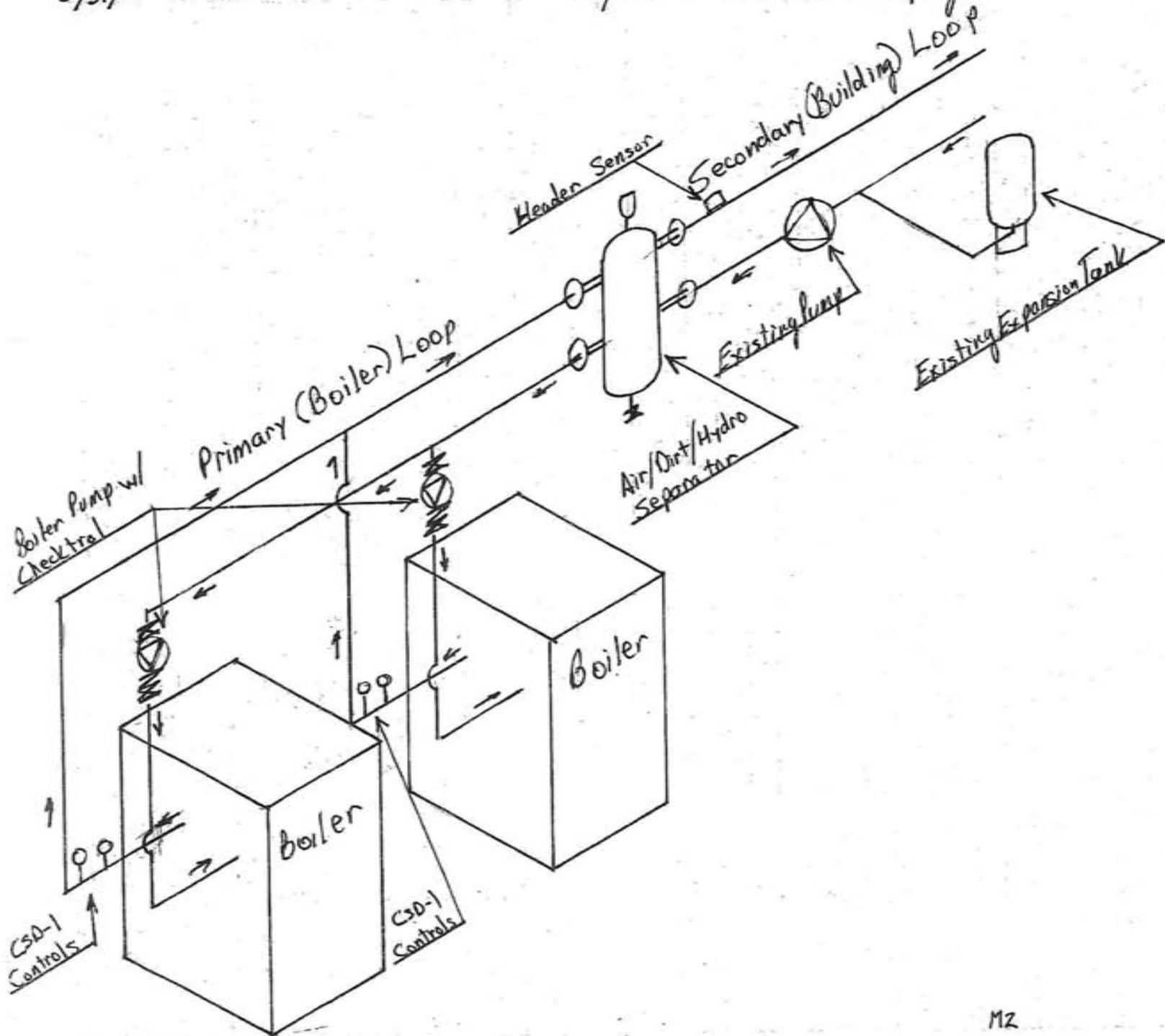
** THERMAL EFFICIENCY (NOT AFUE)

ALL DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO CHANGE

LP-285-B
02/05/14

5/31/14

Hay's Water Plant Boiler Piping



HydroCal™ combination hydraulic, air and dirt separator

549 and NA549 series

CALEFFI



Function

The Caleffi HydroCal™ combination hydraulic, air and dirt separator is a device that combines high performance air and dirt removal with hydraulic separation. Primary and secondary circuits connected to it become hydraulically decoupled thus eliminating pump conflict.

A proven, time tested stainless steel internal coalescing element continuously and automatically eliminates all entrained air, including microbubbles, in the system. Air discharge capacity is very high. Over time, dirt particles as tiny as 5 microns are captured and collected away from the flow stream.

The 3 in 1 high performance functionality of the HydroCal™ saves system installation and maintenance cost as there is no need to include separate air and dirt separators. It can be used on either hot or chilled water systems.

Product range

- 549 series HydroCal™ hydraulic, air and dirt separator in steel with flanged connections, drain and insulation connections 2-4" ANSI
- NA549 series HydroCal™ hydraulic, air and dirt separator in steel with flanged connections, drain and insulation, ASME and CRN connections 2-4" ANSI
- NA549 series HydroCal™ hydraulic, air and dirt separator in steel with flanged connections and drain, ASME and CRN connections 6-12" ANSI

Technical specifications

- Connections**
- flanged: 2-12" ANSI B16.5 150 CLASS RF
 - drain valve: 2-6": 1-1/4" NPT female
8-12": 2" NPT female
 - thermometer pockets: 1/2" (8-12" only)
front center: 3/4" NPT female
inlet/outlet flanges: 1/2" NPT female
- Materials**
- separator body: epoxy resin painted steel body
 - air vent body: brass
 - shut-off and drain valve body: brass
 - internal element: stainless steel
 - air vent seal: VITON
 - air vent float: stainless steel

Performance

- Suitable fluids: water and non-hazardous glycol solutions up to 50%
 Max. operating pressure: 150 psi (10 bar)
 Temperature range: - with insulation 32-220°F (0-105°C)
 - without insulation 32-250°F (0-120°C)
 Particle separation capacity: to 5 µm

Agency approval

Series NA549 is designed and built in accordance with Section VIII, Division 1 of the ASME Boiler and Pressure Vessel Code and tagged and registered with the National Board of Boiler and Pressure Vessel Inspector, and CRN registered.

Technical specifications of insulation

Inner part

- Material: rigid closed cell expanded polyurethane foam
 Thickness: 2-3/8" (60 mm)
 Density: 3 lb/ft³ (45 kg/m³)
 Conductivity (ISO 2581): 0.16 BTU-in/hr-ft²·°F (0.023 W/(m·K))
 Temperature range: 32-220°F (0-105°C)

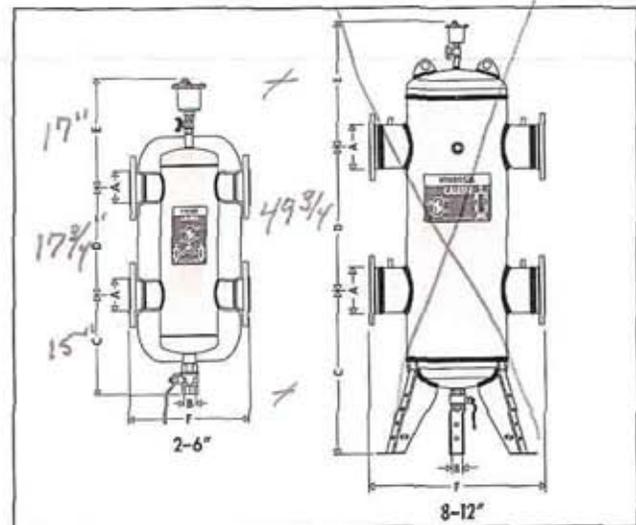
Outer part

- Material: embossed aluminium
 Thickness: 7-mil (0.70 mm)
 Fire resistance (DIN 4102): class 1

Head covers

- Heat formed material: PS

Dimensions



Code	A	B	C	D	E	F	Wt. (lbs.)	Flow (gpm)	Vol (gal.)
549052A	2"	1 1/4"	13"	13"	15"	14"	73	37.3	4.0
549062A	2 1/2"	1 1/4"	13"	13"	15"	14"	79	63	4.0
549082A	3"	1 1/4"	15"	17 1/4"	17"	13"	108	95.5	8.0
549102A	4"	1 1/4"	15"	17 3/4"	17"	15"	117	149	8.0
NA549150A*	6"	1 1/4"	15"	22"	19"	25"	231	380	23.2
NA549200A*	8"	2"	33 3/4"	39 1/4"	27 1/2"	35 1/2"	520	825	95.0
NA549250A*	10"	2"	33 3/4"	43 1/4"	30"	41 1/4"	725	1,030	175
NA549300A*	12"	2"	33 3/4"	47 1/4"	31 1/2"	47 3/4"	1,100	1,650	285

*Without insulation

NA prefix indicates ASME tagged and registered with the National Board of Boiler and Pressure Vessel Inspectors and CRN registered.

Add NA prefix to 2" to 4" flanged connection for ASME approved, CRN registered.

Operating principle

Hydraulic separation

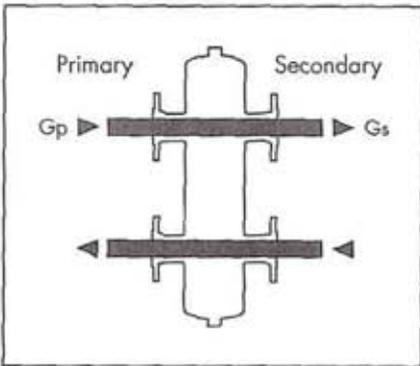
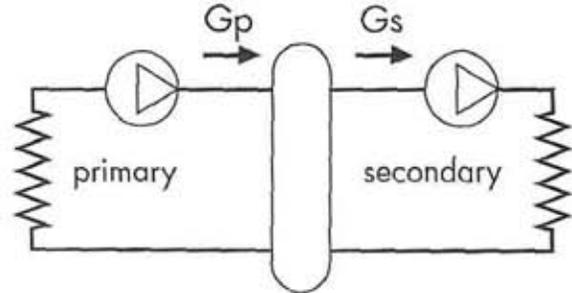
When a single system contains a primary production circuit, with its own pump, and a secondary user circuit, with one or more distribution pumps, operating conditions may arise in the system whereby the pumps interact, creating abnormal variations in circuit flow rates and pressures. The hydraulic separator creates a zone with a low pressure loss, which enables the primary and secondary circuits connected to it to be hydraulically independent of each other; **the flow in one circuit does not affect flow in the other.**

In this case, the flow rate in the respective circuits depends exclusively on the flow rate characteristics of the circuit pumps, preventing reciprocal influence caused by connection in series. Therefore, using a device with these characteristics means that the flow in the secondary circuit only circulates when the relevant pump is on, permitting the system to meet the specific load requirements at that time.

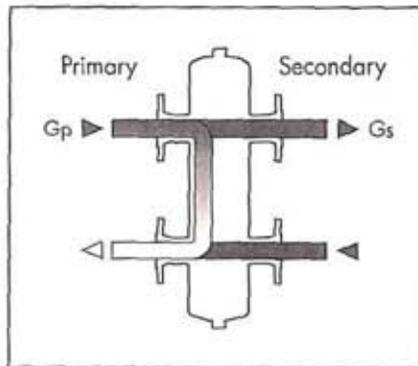
When the secondary pump is off, there is no circulation in the secondary circuit; the whole flow rate produced by the primary pump is by-passed

through the separator. With the hydraulic separator, it is therefore possible to have a primary production circuit with a constant flow rate and a secondary distribution circuit with a variable flow rate; these operating conditions are typical of modern heating and cooling systems.

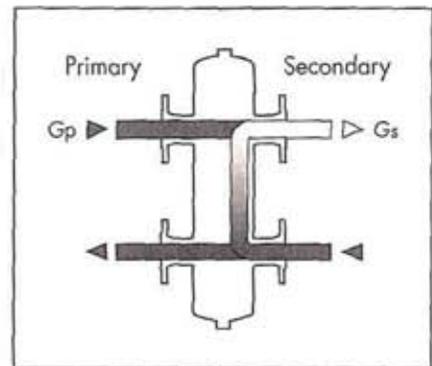
Three possible hydraulic balance situations are shown below.



$G_{\text{primary}} = G_{\text{secondary}}$



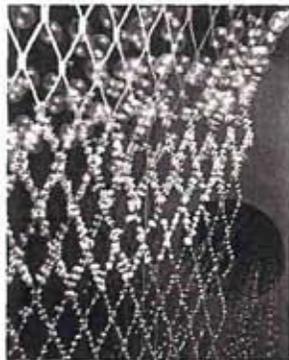
$G_{\text{primary}} > G_{\text{secondary}}$



$G_{\text{primary}} < G_{\text{secondary}}$

Microbubble air separation

The HydroCal's internal element (1) creates the whirling movement required to facilitate the release of microbubbles and their adhesion to the internal element surfaces. The bubbles, fusing with each other, increase in size until the hydrostatic thrust overcomes the adhesion force to the mesh. They rise towards the top of the unit from which they are released through a float-operated automatic air vent.

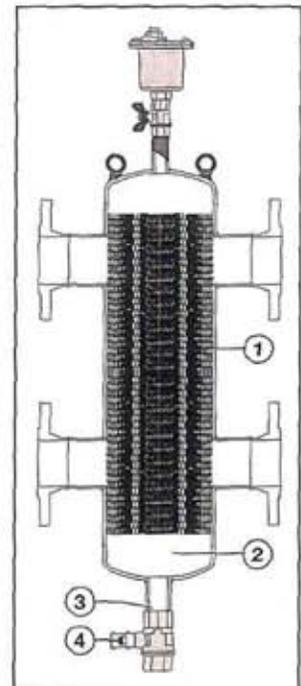


Microparticle dirt separation

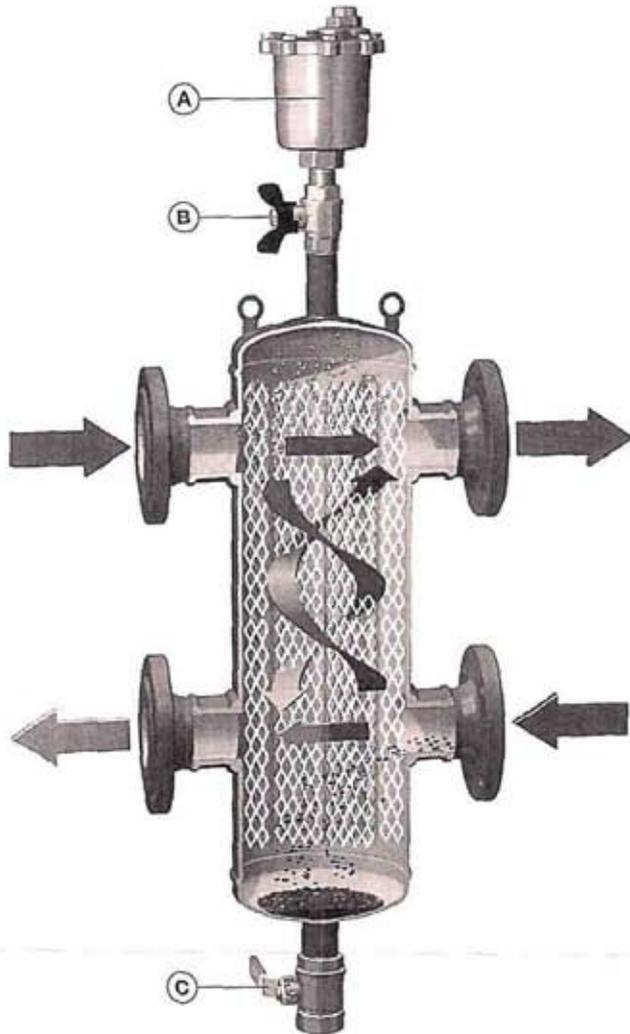
Impurities in the fluid upon striking the surfaces of the HydroCal's internal element (1), get separated and drop to the bottom of the body (2) where they collect.

In addition, the large internal volume of HydroCal™ slows down the flow speed of the fluid thus helping, by gravity, to separate the particles it contains.

The collected impurities are discharged, by opening the drain valve (3) with the handle (4), even with the system operating.



Construction details



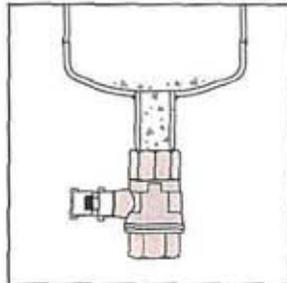
Isolating the air vent valve

The air vent (A), replacement part number 501502A, is isolated manually, using a shut-off ball valve (B), replacement part number NA39589.

Dirt removing element

The HydroCal™ dirt removing element separates and collects any impurities present in the system.

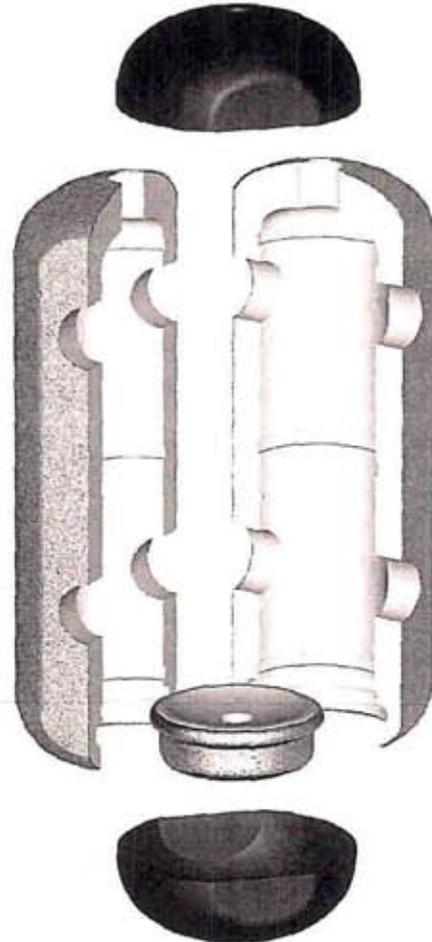
These impurities are removed by the drain valve (C) replacement part number NA39588 for connection sizes 2-6"; NA59800 for connection size 8-12", which can be connected to a discharge pipe, at the bottom of the separator.



Insulation

The HydroCal™ is available complete with a hot preformed insulation shell. In the flanged series, sizes 2" to 4", the insulation is made of a shell in expanded polyurethane foam covered with an aluminium layer. This insulation ensures not only perfect heat insulation but also the tightness required to prevent atmospheric water vapors from entering the unit. For these reasons, this type of insulation can also be used in cooling water circuits, as it prevents the formation of condensate on the surface of the separator body.

NOTE: insulation shells are not available for sizes 6" through 12".

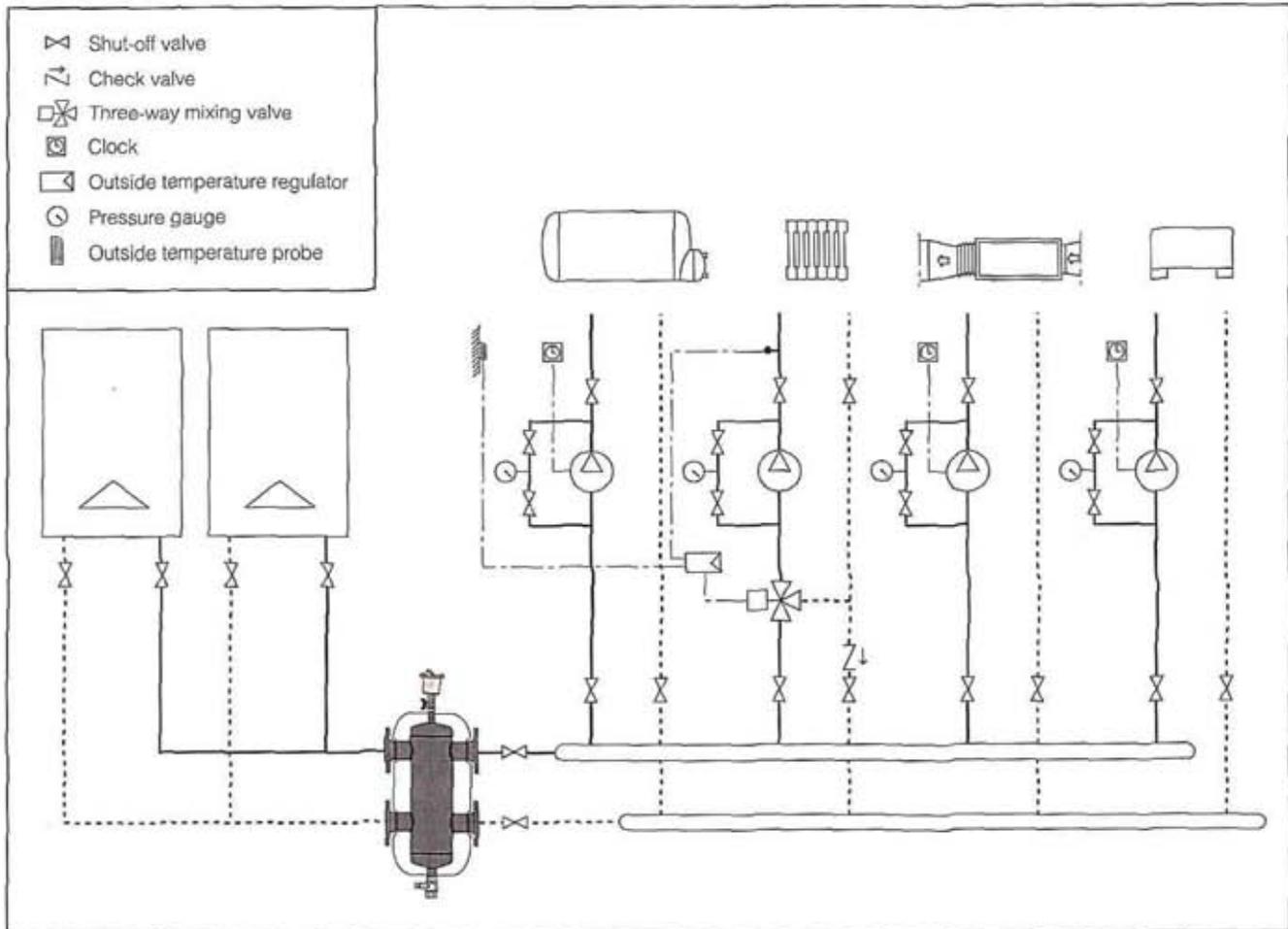


Hydraulic characteristics

The HydroCal™ should be sized according to the maximum flow rate value at the inlet. The selected design value is the primary circuit flow rate, or secondary circuit flow rate, whichever is largest.

Size	2"	2½"	3"	4"	6"	8"	10"	12"
gpm	37.3	63	95.5	149	380	625	1030	1650
m³/h	8.5	14	22	34	86	142	302	420
l/s	2.3	4.0	6.0	9.4	24	40	83	117

Application diagram



SPECIFICATION SUMMARIES

HydroCal™ 549 series

Combination hydraulic, air and dirt separator. ANSI B16.5 CLASS 150 RF flanged connections 2", 2-1/2", 3" and 4". Epoxy resin painted steel body. Temperature range of 32–250°F (0–120°C) with insulation. Glycol maximum 50%. Max. working pressure 150 psi (10 bar). Supplied with: automatic air vent with 3/4" NPT female outlet connection and brass body. Brass body 3/4" NPT female shut-off ball valve for air vent. Drain ball valve brass body with 1-1/4" NPT female connection. Rigid closed cell expanded polyurethane foam shell insulation with external embossed aluminium cover for 2, 2-1/2, 3 and 4 inch sizes.

HydroCal™ NA549 series

Combination hydraulic, air and dirt separator. ANSI B16.5 CLASS 150 RF flanged connections 2", 2-1/2", 3", 4", 6", 8", 10" and 12". Epoxy resin painted steel body. Temperature range of 32–250°F (0–120°C) with insulation. Max. working pressure 150 psi (10 bar). Supplied with: automatic air vent with 3/4" NPT female outlet connection and brass body. Brass body 3/4" NPT female shut-off ball valve for air vent. Drain ball valve brass body with 1-1/4" NPT female connection for separator sizes 2–6"; 2" NPT female connections for separator size 8–12". For separator size 8–12" only thermometer pocket well on front center 3/4" NPT female; and on inlet/outlet flanges 1/2" NPT female. Rigid closed cell expanded polyurethane foam shell insulation with external embossed aluminium cover for 2, 2-1/2, 3 and 4 inch sizes. The separator is designed and built in accordance Section VIII, Division 1 of the ASME Boiler and Pressure Vessel Code and tagged and registered with the National Board of Boiler and Pressure Vessel Inspector, and CRN registered.

We reserve the right to change our products and their relevant technical data, contained in this publication, at any time and without prior notice.



Caleffi North America, Inc.
3883 W. Milwaukee Road
Milwaukee, WI 53208
Tel: 414-238-2360 · Fax: 414-238-2366
sales@caleffi.com · www.caleffi.us
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Hays, Kansas
ADDENDUM NO. 1
TO THE PROPOSAL

Replacement of Water Plant Boiler
COH Project 2014-09

TO BE BID: June 4, 2014

The following changes/additions shall be made to the Contract Documents:

1. The contractor will also provide and install an appropriately sized high efficiency Micro-bubble air separator on the system supply line, and an appropriately sized high efficiency Dirt Separator on the system return line. The air and dirt separator can be integrated into a Hydro-separator. Both the air and dirt separator or hydro-separator shall have an internal mesh element of stainless steel.

Each bidder is required to acknowledge receipt of this Addendum by his or her signature affixed hereto and to file same with and attached to his or her bid. Any Bid Proposal that is returned without all addenda signed and included in the Proposal can be considered an invalid Proposal.

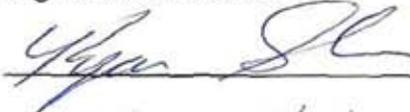
May 21, 2014

Jim Cooper
Superintendent of Utilities Water
City of Hays

The undersigned acknowledges receipt of this Addendum and the bid submitted herewith is in accordance with the information, instructions, and stipulations set forth herein.

Date June 4

Signature of Bidder



By Ryan Shubert

Title owner

Hays, Kansas
ADDENDUM NO. 2
TO THE PROPOSAL

Replacement of Water Plant Boiler
COH Project 2014-09

TO BE BID: June 4, 2014

The following changes/additions shall be made to the Contract Documents:

1. Addendum No. 1 reads "The contractor will also provide and install an appropriately sized high efficiency Micro-bubble air separator on the system supply line, and an appropriately sized high efficiency Dirt Separator on the system return line. The air and dirt separator can be integrated into a Hydro-separator. Both the air and dirt separator or hydro-separator shall have an internal mesh element of stainless steel."

Addendum No. 2 has been modified to read:

1. The contractor will also provide and install an appropriately sized high efficiency Micro-bubble air separator on the system supply line, and a 3" Air & Dirt Separator on the system return line. The air and dirt separator can be integrated into a Hydro-separator. Both the air and dirt separator or hydro-separator shall have an internal mesh element of stainless steel.

Each bidder is required to acknowledge receipt of this Addendum by his or her signature affixed hereto and to file same with and attached to his or her bid. Any Bid Proposal that is returned without all addenda signed and included in the Proposal can be considered an invalid Proposal.

May 28, 2014

Jim Cooper
Superintendent of Utilities Water
City of Hays

The undersigned acknowledges receipt of this Addendum and the bid submitted herewith is in accordance with the information, instructions, and stipulations set forth herein.

Date June 4

Signature of Bidder

Ryan Shubert

By Ryan Shubert

Title owner

Commission Work Session Agenda

Memo

From: ID Creech, Director Public Works

Work Session: June 19, 2014

Subject: Hays Regional Airport – Terminal Construction/
Remodel – FAA Grant Agreement

Person(s) Toby Dougherty, City Manager
Responsible: ID Creech, Director Public Works

Summary

On May 22, 2014, the City Commission approved the bid from Paul Wertenberger Construction for Airport Terminal Construction/Remodel Contingent on receipt of a Federal Aviation Administration match grant. The FAA Regional Office has authorized a grant for the Airport in the total amount for construction and construction engineering of \$1,385,185 with FAA paying \$918,783 and the City share of \$466,402.

Staff recommends accepting the grant offer from FAA with City match as: \$203,407 from the Airport Improvement Fund; \$60,800 from the 2014 Airport Operating Budget; and, \$202,195 from the Capital Projects Fund and direct the City Manger to enter into agreement with Paul Wertenberger Construction for the base bid plus alternates #1 and #8 totaling \$1,220,185.

Background

The existing terminal building was constructed in 1991 and requires multiple updates to be compliant with current code requirements. Improvements will include modernization of the existing heating/air conditioning (HVAC) system, utility closet and incorporating Americans with Disabilities Act (ADA) requirements to existing lavatory facilities. Many of these improvements will also result in less energy consumption and lower utility and maintenance costs. In addition, the capacity of the Transportation Security Administration's (TSA) passenger secure holding area would be increased in size with rest rooms also constructed in the secure area.

On June 13, 2013, the Governing Body adopted a motion to authorize City Manager to submit an application for federal assistance for the engineering of Airport Terminal Improvements for the Hays Regional Airport.

Design was finalized with bid documents distributed April 7, 2014 and bid opening April 30, 2014 with Paul Wertemberger as apparent low bidder. On May 22, 2014, the Governing Body authorized Staff to submit grant application to FAA for construction and construction engineering on this project.

Discussion

Application was forwarded to the FAA on May 23, 2014 with return grant authorization from FAA received June 10, 2014. Grant is in the amount of \$920,133 from FAA with City match requirement of \$466,552.

If the grant is accepted by the Governing Body, a contract with Paul Wertemberger Construction can be approved to begin the construction phase.

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

The City’s match cost for accepting this grant is:

FEDERAL AVIATION ADMINISTRATION AIP GRANT	\$920,133	
Airport Improvement Fund		203,557
Airport Operating Fund		60,800
Capital Projects Fund		202,195
City’s Total Match Requirement		\$466,552

Options

The City Commission has the following options:

- Accept the grant from FAA;
- Reject the grant from FAA;
- Direct Staff to some other option;
- Do nothing

Recommendation

Staff recommends the Governing Body accept the FAA grant funding with match via \$203,557 from the Airport Improvement Fund; \$60,800 from the 2014 Airport Operating Budget; and, \$202,195 from the Capital Projects Fund and direct Staff to do all things necessary to complete the project.

Action Requested

Authorize the City Manager to enter the Agreement with FAA for the grant funding of \$920,133 of the costs for the construction and construction engineering of the terminal improvements with city match of \$203,557 from the Airport Improvement Fund; \$60,800 from the 2014 Airport Operating Budget; and, \$202,195 from the Capital Projects Fund.

Grant Agreement

Supporting Documentation



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	JUN 10 2014
Airport/Planning Area	Hays Regional Airport
AIP Grant Number	3-20-0028-031-2014
DUNS Number	039929120

TO: City of Hays, Kansas
(herein called the "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 May 22, 2014, for a grant of Federal funds for a project at or associated with the Hays Regional Airport, which is included as part of this Grant Agreement; and

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

Rehabilitate Terminal Building (Renovation and Expansion)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

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

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 **\$920,133**. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
 - \$ -0- for planning
 - \$920,133** for airport development or noise program implementation
 - \$ -0- for land acquisition.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. 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.
4. **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, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **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.
6. **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 **July 21, 2014**, or such subsequent date as may be prescribed in writing by the FAA.
7. **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 in 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.
8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. **System for Award Management (SAM) Registration And Universal Identifier.**

- 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. Requirement for Data Universal Numbering System (DUNS) Numbers
 - 1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 - 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 - 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

10. **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.

11. **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 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. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. **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.

13. **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.

14. **Buy American.** Unless otherwise approved in advance by the FAA, 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.

15. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 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;
 - C. may be increased by not more than 15 percent for land project.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.
18. **Ban on Texting When 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:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. 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 when driving in all subgrants, contracts and subcontracts
19. **Trafficking in Persons.**
- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect;
 - or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
 - B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
 1. Is determined to have violated the Prohibitions; or

2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.
20. **Exhibit A Incorporated by Reference.** The Exhibit “A” updated **June 6, 2008**, filed with AIP Project **3-20-0028-17**, is incorporated herein by reference.

SPECIAL CONDITIONS

- SC1. Plans & Specifications Approval Based Upon Certification:** The FAA and the Sponsor agree that the FAA approval of the Sponsor’s Plans and Specification is based primarily upon the Sponsor’s certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- 1) The Sponsor’s certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
 - 2) The FAA’s acceptance of a Sponsor’s certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
 - 3) If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.
- SC2. Non-AIP Work in Application:** The Sponsor understands and agrees that:
- 1) the Project Application includes the planning and/or construction of **the ineligible area of the Terminal Rehabilitation (Renovation and Expansion)** project that is not being funded with any Federal funding in this project;
 - 2) although the Sponsor has estimated a total project cost of **\$1,386,685**, the total allowable cost for purposes of determining federal participation will not exceed **\$1,022,370**;
 - 3) it must maintain separate cost records for the AIP and non-AIP work;
 - 4) all cost records must be made available for inspection and audit by the FAA;
 - 5) within 30 days of acceptance of this Offer, the Sponsor will submit a revised Program Statement/cost estimate to the FAA depicting the AIP and non-AIP costs and a revised cost estimate depicting only AIP project costs;
 - 6) the Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and
 - 7) the amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed **\$1,022,370**, which is the total allowable cost for purposes of determining federal participation in 2) of this special condition.

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, as provided by the Act, 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 assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Jim A. Johnson

(Typed Name)

Manager, Airports Division

(Title)

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 terms and conditions in this Offer and in the Project Application.

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

Executed this _____ day of _____, _____

Hays Regional Airport, Hays,
Kansas

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By: _____

(Printed Name of Sponsor's Designated Official Representative)

Title: _____

(Title of Sponsor's Designated Official Representative)

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 has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. 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.

Dated at _____

this _____ day of _____,

By -----
(Signature of Sponsor's Attorney)

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

Application for Federal Assistance SF-424
*9. Type of Applicant 1: Select Applicant Type: C. City or Township Government Type of Applicant 2: Select Applicant Type: Type of Applicant 3: Select Applicant Type: *Other (Specify)
*10. Name of Federal Agency: Federal Aviation Administration
11. Catalog of Federal Domestic Assistance Number: 20.106 _____ CFDA Title: <u>Airport Improvement Program</u>
12. Funding Opportunity Number: _____ Title: _____
13. Competition Identification Number: _____ Title: _____
14. Areas Affected by Project (Cities, Counties, States, etc.): City of Hays, Kansas at the Hays Regional Airport
*15. Descriptive Title of Applicant's Project: Terminal Building Renovation and Addition.
Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 1

*b. Program/Project: 1

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: June 1, 2014

*b. End Date: May 31, 2015

18. Estimated Funding (\$):

*a. Federal	_____	\$920,133.
*b. Applicant	_____	\$466,552.
*c. State	_____	
*d. Local	_____	
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	_____	\$1,386,685.

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

- Yes
- No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr _____ *First Name: I. D. _____
 Middle Name: _____
 *Last Name: Creech _____
 Suffix: _____

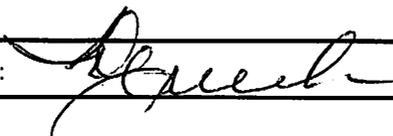
*Title: Director of Public Works

*Telephone Number: 785-628-7350

Fax Number: 785-628-7352

* Email: idcreech@haysusa.com

*Signature of Authorized Representative:



*Date Signed: 5/22/2014

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

Not Applicable.

PART II

PROJECT APPROVAL INFORMATION
SECTION A

Item 1.

Does this assistance request require State, local, regional, or other priority rating?

Yes No

Name of Governing Body:
Priority:

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

Yes No

Name of Agency or Board:
(Attach Documentation)

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

Yes No

(Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval?

Yes No

Name of Approving Agency:

Date: / /

Item 5.

Is the proposal project covered by an approved comprehensive plan?

Yes No

Check one: State
Local
Regional

Location of Plan:

Item 6.

Will the assistance requested serve a Federal installation?

Yes No

Name of Federal Installation:
Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

Yes No

Name of Federal Installation:
Location of Federal Land:
Percent of Project:

Item 8.

Will the assistance requested have an impact or effect on the environment?

Yes No

See instruction for additional information to be provided

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

Yes No

Number of:
Individuals:
Families:
Businesses:
Farms:

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

Yes No

See instructions for additional information to be provided.

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. **Compatible Land Use.** - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Terminal Building Renovation and Addition project is an AIP eligible project and will be located within the limits of the Hays Regional Airport.

2. **Defaults.** - The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. **Possible Disabilities.** - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. **Consistency with Local Plans.** - The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes.

5. **Consideration of Local Interest** - It has given fair consideration to the interest of communities in or near where the project may be located.

Yes.

6. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

Yes.

7. **Public Hearings.** - In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

This project is associated with an AIP approved project. As a result, no public hearings will be required.

8. **Air and Water Quality Standards.** - In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Agreed as applicable.

PART II - SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. Land. – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A" updated June 6, 2008, filed with AIP Project No. 3-20-0028-17 is incorporated herein by reference:

AIRPORT PROPERTY ACQUISITION TABLE					
EXISTING AIRPORT PROPERTY					
TRACT	PROPERTY INTEREST	CURRENT PROPERTY OWNER/INTEREST	FEDERAL GRANT NUMBER	ACQUISITION DATE	ACREAGE
C	Fee Simple Ownership	HAYS REGIONAL AIRPORT	9-14-072-5801	November 18, 1957	309.98
A-1	Fee Simple Ownership	HAYS REGIONAL AIRPORT	9-14-072-C705	October 4, 1966	28.35
A-2	Fee Simple Ownership	HAYS REGIONAL AIRPORT	9-14-072-C705	October 4, 1966	12.27
A-3	Fee Simple Ownership	HAYS REGIONAL AIRPORT	9-14-072-C705	July 15, 1966	0.80
B	Fee Simple Ownership	HAYS REGIONAL AIRPORT	3-20-0028-02	June 11, 1988	0.284
C-1	Fee Simple Ownership	HAYS REGIONAL AIRPORT	3-20-0028-02	July 12, 1988	2.32
D-1	Fee Simple Ownership	HAYS REGIONAL AIRPORT	3-20-0028-02	July 12, 1988	4.271
F	Fee Simple Ownership	HAYS REGIONAL AIRPORT	3-20-0028-02	July 15, 1987	51.284
O-1	Fee Simple Ownership	HAYS REGIONAL AIRPORT	3-20-0028-02	July 23, 1986	39.93
O-3	Fee Simple Ownership	HAYS REGIONAL AIRPORT	3-20-0028-02	July 20, 1988	0.368
U	Fee Simple Ownership	HAYS REGIONAL AIRPORT	3-20-0028-02	July 20, 1988	7.911
T	Fee Simple Ownership	HAYS REGIONAL AIRPORT	3-20-0028-*	November 6, 1992	73.381
H	Fee Simple Ownership	HAYS REGIONAL AIRPORT	3-20-0028-02	June 29, 1999 (RE-RECORDED)	13.40
V	Fee Simple Ownership	HAYS REGIONAL AIRPORT	3-20-0028-11	June 29, 1999	97.701
W	Fee Simple Ownership	HAYS REGIONAL AIRPORT	3-20-0028-11	June 29, 1999	18.772
X	Fee Simple Ownership	HAYS REGIONAL AIRPORT	3-20-0028-11	June 15, 2000	20.124
Y-1	Avigation Easement	HAYS REGIONAL AIRPORT	3-20-0028-17	April 24, 2008	2.160
Y-2	Avigation Easement	HAYS REGIONAL AIRPORT	3-20-0028-17	February 6, 2007	1.382
Z	Avigation Easement	HAYS REGIONAL AIRPORT	3-20-0028-02	N/A	22.841
* Tract T (44 Acres FAA Eligible) 18.4 Acres Encumbered AIP 3-20-0028-11, 25.6 Acres Encumbered AIP 3-20-0028-12					

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Not applicable for this project.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

Not applicable for this project.

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

- 1. Federal Domestic Assistance Catalog No.....
- 2. Functional or Other Breakout

SECTION B -CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$1,500.00
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			\$0.00
5. Other Architectural engineering fees			\$0.00
6. Project inspection fees			\$165,000.00
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement (Base Bid, Alt1, Alt3)			\$1,220,185.00
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			\$1,386,685.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			\$1,386,685.00
17. Less: Ineligible Exclusions			(\$364,315.00)
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			\$1,022,370.00
20. Federal Share requested of Line 19 (90%)			\$920,133.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			\$920,133.00
23. Grantee share			\$466,552.00
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$1,386,685.00

SECTION C - EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a. Bid Alternate 1: Provide Exist Roof with Additional Insulation	\$ 17,325.00	\$
b. Bid Alternate 8: Installation & Removal of Temp. Hold Room Wall	14,000.00	
c. Construction Phase Services (Not Eligible)	56,100.00	
d. Prorated Costs (34% of \$681,00): Base Bid Line Items (Not Eligible) (Items 2, 3, 11, 12, 13 & 16)	231,540.00	
e. Base Bid Line Items (Not Eligible) (Items 10, 14 & 15)	45,350.00	
f.		
g. Totals	\$ 364,315.00	\$ 0.00
SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE		
27. Grantee Share (Cash)		\$ 466,552.00
a. Securities		
b. Mortgages		
c. Appropriations (By Applicant)		
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. TOTAL - Grantee share		466,552.00
28. Other Shares		
a. State		
b. Other		
c. Total Other Shares		
29. TOTAL		\$ 466,552.00
SECTION E - REMARKS		
PART IV PROGRAM NARRATIVE (Attach - See Instructions)		

PART IV
PROGRAM NARRATIVE
(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT : Terminal Building Renovation and Addition.

AIRPORT : Hays Regional Airport

1. Objective: The existing terminal building was constructed in the late 1980's. The proposed project will update portions of the existing facility and include a building addition. The addition will accommodate the current and anticipated future needs of the traveling public.

2. Benefits Anticipated: The completed project will result in more energy efficient and cost effective systems, comply with ADA requirements and safely separate queued passengers from the non-traveling public.

3. Approach : *(See approved Scope of Work in Final Application)*

The construction will adhere to the construction drawings and project manual.

4. Geographic Location:

Construction will take place at the Hays Regional Airport located in Hays, Kansas.

5. If Applicable, Provide Additional Information:

Organizations participating on the project include: Sponsor – City of Hays, Kansas, Consultant – Burns & McDonnell Engineering Company, Federal Agency – Federal Aviation Administration and Contractor – Paul Wertenberger Construction.

6. Sponsor's Representative: *(include address & telephone number)*

Mr. I. D. Creech

Director of Public Works

1507 Main Street, P.O. Box 490

Hays, Kansas 67601

**U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
 AIRPORT IMPROVEMENT PROGRAM
 SPONSOR CERTIFICATION
 DRUG-FREE WORKPLACE**

City of Hays

(Sponsor)

Hays Regional Airport

(Airport)

3-20-0028-31

(Project Number)

Description of Work:

Terminal Building Renovation and Addition

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been (will be) established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Abide by the terms of the statement; and			

	Yes	No	N/A
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

City of Hays, Kansas

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

I. D. Creech

(Typed Name of Sponsor's Designated Official Representative)

Director of Public Works

(Typed Title of Sponsor's Designated Official Representative)

5/22/2014

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
SELECTION OF CONSULTANTS**

City of Hays, Kansas
(Sponsor)

Hays Regional Airport
(Airport)

3-20-0028-31
(Project Number)

Description of Work:
Terminal Building Renovation and Addition

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	Yes	No	N/A
1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The consultant services contracts clearly establish or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not or will not be used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

City of Hays, Kansas

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

I.D. Creech

(Typed Name of Sponsor's Designated Official Representative)

Director of Public Works

(Typed Title of Sponsor's Designated Official Representative)

5/22/2014

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
PROJECT PLANS AND SPECIFICATIONS**

City of Hays, Kansas
(Sponsor)

Hays Regional Airport
(Airport)

3-20-0028-30
(Project Number)

Terminal Renovation and Addition Project *(Work Description)*

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

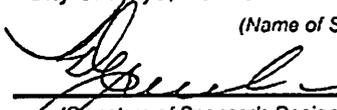
	Yes	No	N/A
1. The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Specifications for the procurement of equipment are not (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are (will be) included in the project specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- | | Yes | No | N/A |
|--|-------------------------------------|--------------------------|--------------------------|
| 8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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

City of Hays, Kansas

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

I. D. Creech

(Typed Name of Sponsor's Designated Official Representative)

Director of Public Works

(Typed Title of Sponsor's Designated Official Representative)

April 29, 2014

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

**AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION**

EQUIPMENT/CONSTRUCTION CONTRACTS

City of Hays, Kansas

Hays Regional Airport

3-20-0028-30/31

(Sponsor)

(Airport)

(Project Number)

Description of Work

Terminal Building Renovation and Addition

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. A code or standard of conduct is or will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Qualified personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The procurement was or will be publicly advertised using the competitive sealed bid method of procurement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The bid solicitation clearly and accurately describes or will describe:			
a. The current Federal wage rate determination for all construction projects, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. All other requirements of the equipment and/or services to be provided.			
5. Concurrence was or will be obtained from FAA prior to contract award under any of the following circumstances:			
a. Only one qualified person/firm submits a responsive bid,			
b. The contract is to be awarded to other than the lowest responsible bidder,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Life cycle costing is a factor in selecting the lowest responsive bidder, or			
d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.			

	Yes	No	N/A
6. All contracts exceeding \$100,000 require or will require the following provisions:			
a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;			
b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.			
7. All construction contracts contain or will contain provisions for:			
a. Compliance with the Copeland "Anti-Kick Back" Act, and			
b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. All construction contracts exceeding \$2,000 contain or will contain the following provisions:			
a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.			
9. All construction contracts exceeding \$10,000 contain or will contain appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. All contracts and subcontracts contain or will contain clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Appropriate checks have been or will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

City of Hays, Kansas

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

I. D. Creech

(Typed Name of Sponsor's Designated Official Representative)

Director of Public Works

(Typed Title of Sponsor's Designated Official Representative)

May 7, 2014

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

**AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION**

CONSTRUCTION PROJECT FINAL ACCEPTANCE

City of Hays, Kansas
(Sponsor)

Hays Regional Airport
(Airport)

3-20-0028-31
(Project Number)

Description of Work:

Terminal Building Renovation and Addition

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

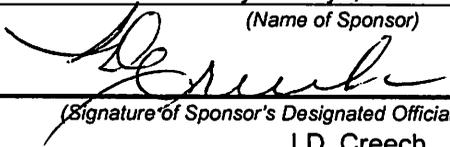
	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were (will be) determined to be qualified as well as competent to perform the work.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Daily construction records were (will be) kept by the resident engineer/construction inspector as follows:			
a. Work in progress,			
b. Quality and quantity of materials delivered,			
c. Test locations and results,			
d. Instructions provided the contractor,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Weather conditions,			
f. Equipment use,			
g. Labor requirements,			
h. Safety problems, and			
i. Changes required.			
3. Weekly payroll records and statements of compliance were (will be) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Payments to the contractor were (will be) made in compliance with contract provisions as follows:			
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.			
8. The project was (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. A final project inspection was (will be) conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Work in the grant agreement was (will be) physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Applicable close out financial reports have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

City of Hays, Kansas

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

I.D. Creech

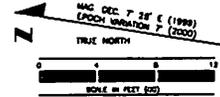
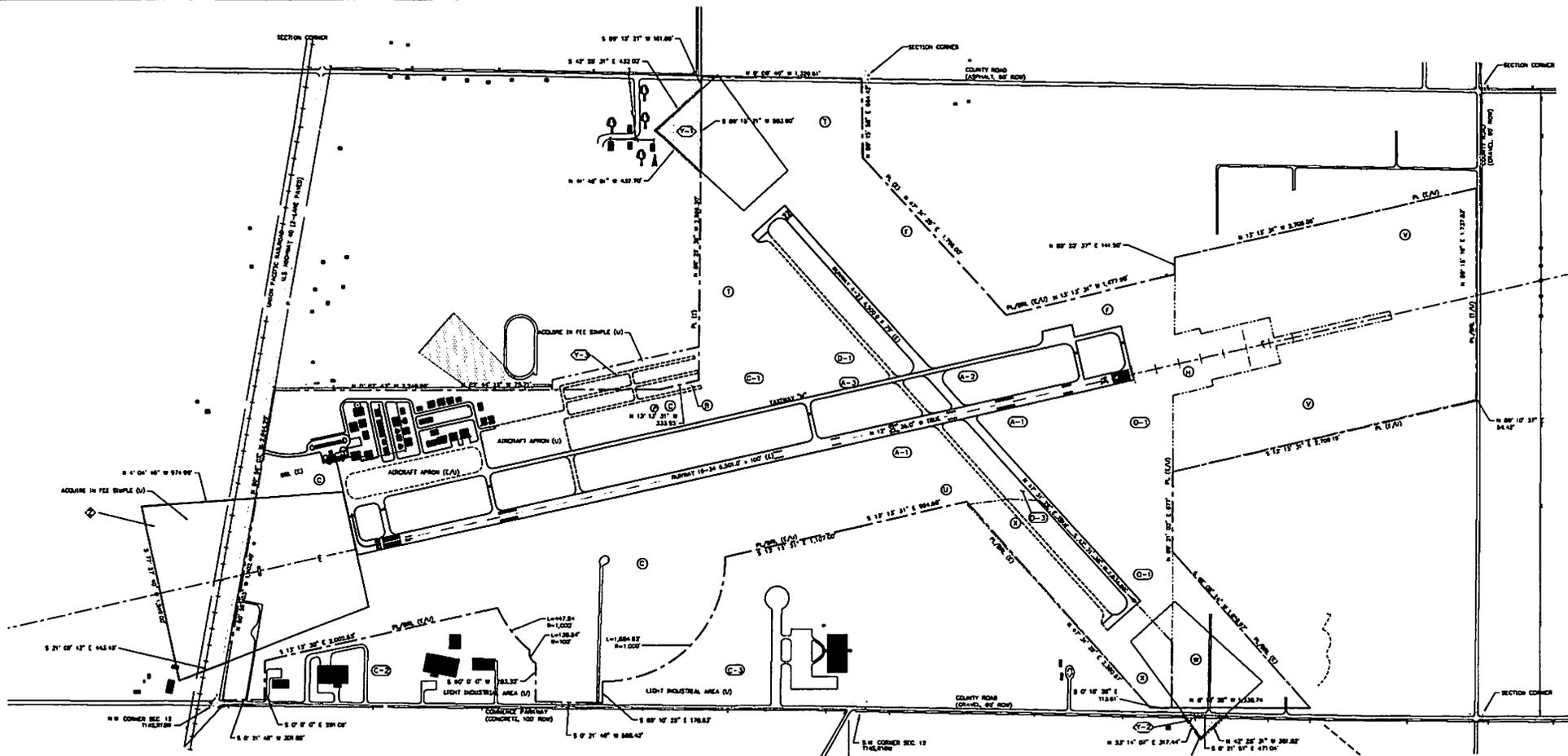
(Typed Name of Sponsor's Designated Official Representative)

Director of Public Works

(Typed Title of Sponsor's Designated Official Representative)

5/22/2014

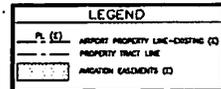
(Date)



AIRPORT PROPERTY ACQUISITION TABLE					
ITEM	PROPERTY INTEREST	COUNTY	PROPERTY OWNER/INTEREST	DISTINGUISHING PROPERTY	
				FEDERAL SPENT NUMBER	ACQUISITION DATE
(A)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	8-14-07-1801	11/19/07	32.95
(A-1)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	8-14-07-1800	10/2/08	38.33
(A-2)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	8-14-07-1805	10/2/08	12.27
(A-3)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	8-14-07-1803	7/13/09	0.80
(A-4)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0808-80	8/11/08	0.294
(A-5)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0808-82	7/13/09	2.32
(A-6)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0808-83	7/13/09	4.211
(A-7)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0808-84	7/13/09	51.294
(A-8)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0808-85	7/13/09	38.83
(A-9)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0808-86	7/29/09	0.368
(A-10)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0808-87	7/29/09	7.811
(A-11)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0808-88	11/24/09	73.381
(A-12)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0808-89	6/29/09, PRE-RECORDED	13.40
(A-13)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0808-111	6/21/07	43.205
(A-14)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0808-111	6/21/07	68.772
(A-15)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0808-111	6/13/09	20.124
(A-16)	FEE SIMPLE CONVEYANCE	HAYS REGIONAL AIRPORT	3-30-0808-117	7/24/09	8.199
(A-17)	INDUSTRIAL LEASEHOLD	HAYS REGIONAL AIRPORT	3-30-0808-117	7/24/07	3.292
(A-18)	INDUSTRIAL LEASEHOLD	HAYS REGIONAL AIRPORT	3-30-0808-02	N/A	52.841

* Tract 7 (44 Acres FMA Exhibit) 16.4 Acres Encumbered AP 3-20-0020-11, 23.6 Acres Encumbered AP 3-20-0020-12

AIRPORT PROPERTY RELEASED FROM GRANT OBLIGATIONS				
AREA	ARTICLE (S)/ACTIVITY	COUNTY	PROPERTY OWNER/INTEREST	REMARKS
(A)	1993 FMA CONTROL REGION	THE CITY OF HAYS AND THE ELIAS COUNTY ECONOMIC DEVELOPMENT CORPORATION	INDUSTRIAL PARK	57.68
(B)	1993 FMA CONTROL REGION	THE CITY OF HAYS AND THE ELIAS COUNTY ECONOMIC DEVELOPMENT CORPORATION	INDUSTRIAL PARK	43.46



AIP 3-20-0020-15/16

3	8-09-08	Acquisition (Cont.) Tract 7-1	8/6/08	DDP
2	3-23-07	Acquisition (Cont.) Tract 7-2	8/6/08	DDP
1	3-23-04	Purchased Tract 15, 16 & 17	8/1/04	JAN
06	0000	0000	00	000000

CITY OF HAYS, KANSAS

HAYS REGIONAL AIRPORT

EXHIBIT "A"

DESIGNED BY P/AM	DATE 8-8-00	PROJECT NO. 3-20-0020-11
DRAWN BY J/PL	DATE 8-13-00	JOB NO. 80-387
CHECKED BY J/PL	DATE 8-23-00	SCALE 1/4" = 10'

STANDARD DOT TITLE VI ASSURANCES

The City of Hays, Kansas (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and all requirements imposed by 49 CFR Part 21, - Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

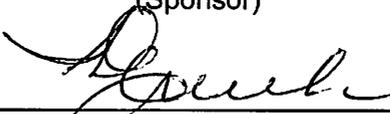
1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or
 - (b) the period during which the sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED 5/22/2014

City of Hays, Kansas
(Sponsor)
By 
(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

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

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued Pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

ASSURANCES
Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures¹⁴ CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014, unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- c. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial noncompliance with the terms of the agreement.
- d. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- e. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- f. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- c. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all nondiscrimination requirements imposed by, or pursuant to these assurances.

- b. Applicability

- 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the nondiscrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an

approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of

this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 3/20/2014

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

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
AC 150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength – PCN (Draft approved for use)
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30G	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program

Commission Work Session Agenda

Memo

From: John Braun, Assistant Director of Public Works

Work Session: June 19, 2014

Subject: Hays Regional Airport – Terminal Renovation -
Construction Engineering Agreement

Person(s) Responsible: Toby Dougherty, City Manager
I.D. Creech, Director of Public Works

Summary

The FAA has awarded a grant to renovate the Airport Terminal Building. Inspection and observation of the construction needs to be accomplished according to FAA guidelines to satisfy the terms of the grant funding and to assure proper adherence to the plans and quality construction. The City's Airport Engineering Consultant, Burns and McDonnell, has presented a scope of services and fee to accomplish the required construction oversight and project documentation. The cost for said services is \$165,000 and included in the funding scenario covered under the FAA Grant for Terminal Renovation Project. The City Commission is asked to approve the work authorization from Burns and McDonnell.

Background

Bids for the renovation of the Terminal Building were approved at the May 22, 2014 City Commission contingent upon FAA awarding a grant to cover a percentage of the project costs. In addition to the cost of construction, the FAA grant covers 90% of grant eligible improvements.

Discussion

The level of oversight and experience needed for the inspection of this project exceeds the abilities of the City to accomplish in-house. Therefore, the services of a professional engineering firm are required. Burns and McDonnell (BMcD) was selected as the City's airport engineer, and have presented a scope and fee to accomplish construction phase engineering services. **See attached Work Authorization No. 6, which contains the Scope of Services and Fee Detail.**

As required by FAA, a fee analysis was accomplished. This was done in-house by City staff and varied less than 2% from the fee proposed by BMcD. **See attached Fee Analysis.**

City Staff will assist in the daily observation of construction to help reduce costs.

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

The cost for construction phase engineering services to be provided by BMcD is \$165,000; of which, FAA will fund 90% of the cost of eligible items. Since there are several pro-rated and ineligible items of work, the amount to be funded by FAA is \$98,010 leaving \$66,990 to be funded by the City.

A summary of the total project cost is tabulated below:

	TOTAL	FEDERAL	CITY
Design (already funded)	\$241,029.00	\$158,076	\$82,953
Construction	\$1,220,185	\$820,773	\$399,412
Inspection	\$165,000	\$98,010	\$66,990
<u>Incidentals (publications & Admin)</u>	<u>\$1,500</u>	<u>\$1,350</u>	<u>\$150</u>
Total (w/o Design)	\$1,386,685	\$920,133	\$466,552

Options

The City Commission has the following options:

- Approve Work Authorization No. 6 from BMcD in the amount of \$165,000.
- Provide Staff with alternate direction.
- Do nothing

Recommendation

Staff recommends approving the Work Authorization from BMcD and authorizing the City Manager to execute Authorization No. 6.

Action Requested

Approve the Work Authorization from BMcD in the amount of \$165,000, and authorize the City Manager to execute Authorization No. 6.

Supporting Documentation

Work Authorization No. 6
In-house Fee Analysis

**AUTHORIZATION NO. 6
FOR CONSTRUCTION PHASE SERVICES
FOR
THE TERMINAL BUILDING RENOVATION PROJECT
AT HAYS REGIONAL AIRPORT
AIP Project No. 3-20-0028-31**

In accordance with SECTION 1 – AUTHORIZATION OF SERVICES of the Agreement for Professional Engineering Services (the “AGREEMENT”) dated March 10, 2011 and amended on October 25, 2012, by and between THE CITY OF HAYS (SPONSOR) and BURNS & McDONNELL (CONSULTANT), the following Airport Improvement Project (“AIP”) authorization is hereby given and mutually agreed upon:

A. PROJECT NAME AND DESCRIPTION OF IMPROVEMENTS:

1. **Project Name:** Terminal Building Renovations.
2. **Description of Improvements:** Provide construction phase services for the renovation of the existing terminal building and the building expansion improvements:

B. DESCRIPTION OF SERVICES TO BE PERFORMED:

CONSULTANT has developed the following scope of engineering services for the aforementioned project. The Scope of Services is defined as follows:

Assumptions: The following assumptions have been established for construction phase services:

- a. The project duration as identified in the Contract Documents indicates the Project Manual within 220 calendar days.
 - b. The SPONSOR will perform daily field observation reports for those days the CONSULTANT is not scheduled to be on site.
 - c. The SPONSOR will provide the CONSULTANT documentation of the field observations sufficient for the preparation of the FAA weekly reports prepared by the CONSULTANT.
 - d. The SPONSOR will notify the CONSULTANT in regards to questions or items which require a professional opinion or clarification of the contract documents.
1. **Construction Phase Services:** This includes activities for developing a construction observation program, providing part-time construction observation throughout the duration of the construction process and preparing a record set of drawings conforming to construction records documents for the completed project. The specific elements of work include:
 - a. Develop a Construction Observation Program in accordance to ACE-1030. This document outlines the general responsibilities of

the SPONSOR, Federal Aviation Administration (FAA), CONSULTANT and Construction Contractor.

- b. Attend and conduct one (1) preconstruction meeting with the Contractor, SPONSOR and FAA (if available) to determine detailed project requirements, budget, schedule, phasing and other pertinent items. This meeting will be attended by the CONSULTANT's Project Manager and Construction Services Team.
- c. During the Design Phase, a preliminary construction schedule was developed by the CONSULTANT to determine the number of calendar days needed to complete construction of this project.

As a result, the Contractor will be required to complete this project within 220 calendar days from receipt of the SPONSOR's Notice-To-Proceed. To verify that the project is being constructed in compliance with the approved Contract Documents, the CONSULTANT will provide construction observation services as follows:

Provide a part-time Resident Representative to perform a maximum of 9 trips for a duration of 12 hours per trip (including travel) for a not to exceed total of 108 hours. Actual scheduling of trips will be coordinated with the SPONSOR as based on the Contractor's project schedule.

- d. Performing shop drawing reviews and material certifications as received from the Contractor. The CONSULTANT estimates 30 original shop drawings will be reviewed. It is assumed 25% of the initial submittals will need to be resubmitted by the contractor and re-reviewed by the CONSULTANT. It is assume 3.5-hours per review including administrative processing. As a result, 38 shop drawings will be reviewed at 3.5-hours per submittal for a total of 133 hours.
- e. Respond to field issues throughout the duration of the project (220 calendar days – approximately 31 weeks). It is assumed this effort will require 10 hours per week for 31 weeks equating to 317 to field issues throughout the duration of the project.
- f. Coordinate and review monthly pay estimates and weekly progress reports (field diaries, weather reports, DBE reports, labor report and equipment reports) as received from the Resident Representative and SPONSOR provided representative's

intermittent field observations. This effort assumes 15 hours per month for a duration of 7 months for a total of 105 hours.

- g. Coordinate and prepare change orders and supplement agreements for the duration of the project. This effort assumes 5 of these efforts at 9 hours per effort for a total of 45 hours.
- h. Testing. The CONSULTANT will provide through the services of a testing laboratory, all first time testing for the required tests as identified in the Contract Documents.
- i. Reports: The CONSULTANT will prepare the following documentation:
 - 1. Weekly Testing Reports: Tests reports including types of tests taken, applicable standards, location of tests, tests results (highlighting those tests which fail specification requirements), provisions for failed tests, and specification requirements shall be recorded and filed in a timely and orderly manner and shall be made available for review by the FAA upon request.
 - 2. Final Report: At the end of the project, the CONSULTANT shall submit a final test and quality assurance report documenting the results of all tests performed. Those tests that failed or did not meet the applicable test standard shall be highlighted and corrective action/retesting noted. The report shall include the pay reductions applied and justification for accepting any out-of-tolerance materials.
 - 3. Wage Rate Interviews. These reports will be conducted on a random basis and during the Resident Representatives site visits.
- j. Prepare Final Punch List. The Resident Project Representative, and two additional members of the CONSULTANTS project team, SPONSOR, FAA (if available) and Contractor will perform a pre-final walk through of the project and prepare a final punch list of the project.
- k. Final Walk Through. The Resident Project Representative and one additional member of the CONSULTANT's project team will attend a final project walk through with SPONSOR and FAA to verify the final punch list items have been addressed and the project is acceptable to the SPONSOR and FAA.
- l. Provide a total of two site visits by the CONSULTANTS's Project Manager. These will be determined based on the Contractor's proposed schedule.

- m. CONSULTANT will provide Project Management throughout the duration of the project. A total of 37 hours (approximately 1 hour per week for the 220 calendar day duration of the project).
- n. Project Closeout: Prepare a set of drawings that Conform to Construction Records. These drawings will incorporate the Contractor’s redlined mark-ups and those approved modifications identified by the Resident Project Representative. The CONSULTANT will distribute one copy (each) of the drawings to the OWNER and FAA.
- o. Project Closeout: Provide FAA closeout documents per ACE-1610 Development Project Closeout.

C. METHOD OF COMPENSATION:

- 1. Compensation of the Scope of Work for items B.1.a through m shall be made by Method B – Cost Plus a Fixed Payment according to SECTION 6-COMPENSATION, paragraph 6.1.2, which outlines compensation on a cost plus a fixed payment.
- 2. Compensation of the Scope of Work for items B.1.n and 0 shall be made by Method A – Fixed Lump Sum Payment according to SECTION 6-COMPENSATION, paragraph 6.1.1, which outlines compensation on a fixed lump sum basis

D. AMOUNT OF COMPENSATION:

- 1. CONSULTANT will perform the Scope of Services for items identified in B.1 of this Authorization No. 6, per the terms and conditions set forth in the Agreement, for an estimated Not to Exceed cost of One Hundred Sixty Five Thousand Dollars (\$165,000). The distribution of Services is shown in Table A

TABLE A

SCHEDULE OF FEES FOR CONSTRUCTION SERVICES	
Construction Services: (Items B.1.a through m)	\$149,270.00
Construction Services: Project Closeout (Items B.1.n & o)	\$15,730.00
Total Cost of Construction Phase Services	\$165,000.00

E. ESTIMATED TIME OF COMPLETION:

- 1. The estimated time to complete the Scope of Services of this Authorization No. 6 is estimated at (60) calendar days after construction has been completed.

F. CONSULTANT’S NOTICE TO PROCEED DATE:

- 1. CONSULTANT is prepared to commence work on this project immediately upon receiving a Notice to Proceed. The Notice to Proceed date for this project is _____.

It is further understood and agreed by the parties hereto that all of the terms and conditions of the AGREEMENT are hereby incorporated by reference as if set forth fully herein and are made a part of this Authorization.

IN WITNESS WHEREOF, the parties hereto have caused this Authorization to be executed in three (3) counterparts by their duly authorized representatives and made effective the day and year first written above.

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City of Hays, Kansas

Burns & McDonnell Engineering Company, Inc.

By _____
Toby Dougherty
City Manager

By _____
David G. Hadel, P.E.
Director of Aviation Services

ATTEST:

By _____
City Clerk

END OF AUTHORIZATION NO. 6

**DERIVATION OF CONSULTANT PROJECT COSTS
SUMMARY OF COSTS
TERMINAL BUILDING RENOVATIONS
HAYS REGIONAL AIRPORT
TERMINAL BUILDING RENOVATION & EXPANSION
BASIC AND SPECIAL SERVICES
May 13, 2014**

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST (\$)		
			Office	Field	Contract
Project Manager	84.50	\$64.00	\$5,408.00	\$0.00	\$0.00
Civil Engineer	27.63	\$35.00	\$966.88	\$0.00	\$0.00
Sr. Architect	160.25	\$51.80	\$8,300.95	\$0.00	\$0.00
Architect	247.18	\$36.00	\$8,898.30	\$0.00	\$0.00
Structural Eng.	74.08	\$48.00	\$3,555.60	\$0.00	\$0.00
Sr. Mechanical	0.00	\$56.21	\$0.00	\$0.00	\$0.00
Mechanical Eng.	127.13	\$34.41	\$4,374.37	\$0.00	\$0.00
Electrical Eng.	102.50	\$49.70	\$5,094.25	\$0.00	\$0.00
Field Representative	116.00	\$46.00	\$5,336.00	\$0.00	\$0.00
Sr. Technician	50.00	\$28.00	\$1,400.00	\$0.00	\$0.00
Technician	0.00	\$25.00	\$0.00	\$0.00	\$0.00
Clerical	85.75	\$18.50	\$1,586.38	\$0.00	\$0.00
	1,075.00				
Total Direct Salary Costs			\$44,920.72	\$0.00	\$0.00

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @	205.35%	Office	\$92,244.70		
Percentage of Direct Salary Costs @	148.04%	Field		\$0.00	
Percentage of Direct Salary Costs @	54.31%	Contract			\$0.00

3 SUBTOTAL:

Items 1 and 2			\$137,165.42	\$0.00	\$0.00
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4 PROFIT:

10.00%	% of Item 3 Subtotal		\$13,716.54	\$0.00	\$0.00
	Subtotal		\$150,881.96	\$0.00	\$0.00

5 OUT-OF-POCKET EXPENSES:

a. Transportation (Office Staff)	14.00 Trip @	\$255.750 / Trip =	\$3,580.50		
b. Transportation (Field Staff)	0.00 Trip @	\$255.750 / Trip =		\$0.00	
c. Expense (meals) office (per day)	17.00 days @	\$35.00 / day=	\$595.00		
d. Expense (lodging) office (per day)	0.00 days @	\$110.00 / day=	\$0.00		
e. Expense field (meals) : per day	0.00 days @	\$35.00 / day =		\$0.00	
f. Expense field (Lodging) : per day	0.00 days @	\$110.00 / day =		\$0.00	
g. Comp. hrs: (N/A)	218.50 Hours @	\$0.00 / Hour =	\$0.00		
h. Comp. hrs: (N/A)	856.50 Hours @	\$0.00 / Hour =	\$0.00		
i. Materials and Supplies		=	\$4,942.54	\$0.00	\$0.00
Total Out-of-Pocket Expenses			\$9,118.04	\$0.00	\$0.00

6 SUBCONTRACT COSTS:

a. Surveyor: N/A	=	\$0.00	\$0.00	\$0.00
b. Material Testing: Alfred Benesch	=	\$0.00	\$0.00	\$5,000.00
c. Field Support: N/A	=	\$0.00	\$0.00	\$0.00
d. Other: N/A	=	\$0.00	\$0.00	\$0.00
Subtotal		\$0.00	\$0.00	\$5,000.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6			\$160,000.00	\$0.00	\$5,000.00
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TOTAL:	SUMMARY	\$165,000.00
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SUMMARY

**DERIVATION OF CONSULTANT PROJECT COSTS
SUMMARY OF COSTS
TERMINAL BUILDING RENOVATIONS
HAYS REGIONAL AIRPORT
TERMINAL BUILDING RENOVATION & EXPANSION
BASIC AND SPECIAL SERVICES
May 13, 2014**

Classification:	Project Manager	Civil Engineer	Sr. Architect	Architect	Structrual Eng.	Sr. Mechanical	Mechanical Eng.	Electrical Eng.	Field Representative	Sr. Technician	Technician	Clerical	Other Costs
Gross Hourly Rate:	\$214.97	\$117.56	\$173.99	\$120.92	\$161.22	\$188.80	\$115.58	\$166.93	\$154.51	\$94.05	\$83.97	\$62.14	
A. BASIC SERVICES													
CONSTRUCTION PHASE SERVICES (OFFICE/FIELD)													
1	78.50	17.63	152.25	239.18	64.08		117.13	92.50	108.00	26.00		69.75	(1, 2, 3, 4, 5)
Total =	\$144,270.00	\$16,874.86	\$2,071.99	\$26,489.74	\$28,920.71	\$10,330.48	\$13,537.08	\$15,441.47	\$16,686.77	\$2,445.24		\$4,334.18	\$7,137.49
PROJECT CLOSEOUT TASKS (ACE-1610)													
2	6.00	10.00	8.00	8.00	10.00		10.00	10.00	8.00	24.00		16.00	(1, 2, 3, 4, 5)
Total =	\$15,730.00	\$1,289.80	\$1,175.60	\$1,391.91	\$967.35	\$1,612.25	\$1,155.78	\$1,669.35	\$1,236.06	\$2,257.15		\$994.22	\$1,980.55
3	N/A												(1, 2, 3, 4, 5)
Total =													
4	N/A												(1, 2, 3, 4, 5)
Total =													
5	N/A												(1, 2, 3, 4, 5)
Total =													
PART A SUBTOTAL =	\$160,000.00												
B. SPECIAL SERVICES													
MATERIAL TESTING / QUALITY ASSURANCE													
1													(1, 2, 3, 4, 5)
Total =	\$5,000.00												\$5,000.00
2	N/A												(1, 2, 3, 4, 5)
Total =													
3	N/A												(1, 2, 3, 4, 5)
Total =													
4	N/A												(1, 2, 3, 4, 5)
Total =													
5	N/A												(1, 2, 3, 4, 5)
Total =													
PART B SUBTOTAL =	\$5,000.00												
GRAND TOTAL =	\$165,000.00												

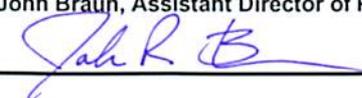
(1) Mileage, Motel and Meals (3) Computer Services (5) Other (identify)
(2) Equipment, Materials and Supplies (4) Vendor Services

EXHIBIT V SUMMARY

Appendix G: Detailed Fee/Cost Analysis

Airport: KHYS - Hays Regional Airport
 Project: AIP Project # 3-20-0028-31 Terminal Building Renovation
 Date: May 13, 2014

Prepared By: John Braun, Assistant Director of Public Works

Signature: 

Estimated Construction Costs (ECC): \$ 1,220,185.00
 Estimated Construction Duration: 220 calendar days

32 weeks

Item	Sponsor's Independent Estimate			Consultant Fee Proposal			Negotiation	
	Hourly Rate	Hours	Cost	Hourly Rate	Hours	Cost	Difference	Objective
Principal	\$ 80.00	4	\$ 320.00		-	\$ -	\$ (320.00)	
Project Manager	\$ 65.00	96	\$ 6,240.00	\$ 64.00	84.50	\$ 5,408.00	\$ (832.00)	
Senior Civil	\$ 60.00	8	\$ 480.00			\$ -	\$ (480.00)	
Civil Engineer	\$ 40.00	24	\$ 960.00	\$ 35.00	27.63	\$ 966.88	\$ 6.88	
Senior Architect	\$ 60.00	128	\$ 7,680.00	\$ 51.80	160.25	\$ 8,300.95	\$ 620.95	
Architect	\$ 40.00	256	\$ 10,240.00	\$ 36.00	247.18	\$ 8,898.30	\$ (1,341.70)	
Structural	\$ 40.00	64	\$ 2,560.00	\$ 48.00	74.08	\$ 3,555.60		
Senior Mechanical	\$ 60.00	32	\$ 3,840.00	\$ 56.21		\$ -	\$ (3,840.00)	
Mech. Engineer	\$ 40.00	96	\$ 1,280.00	\$ 34.41	127.12	\$ 4,374.37	\$ 3,094.37	
Senior Electrical	\$ 60.00	32	\$ 5,760.00			\$ -	\$ (5,760.00)	
Electrical Engineer	\$ 40.00	64	\$ 1,280.00	\$ 49.70	102.50	\$ 5,094.25	\$ 3,814.25	
CADD Tech	\$ 25.00	40	\$ 1,600.00			\$ -	\$ (1,600.00)	
Resident Engineer/Field Rep	\$ 35.00	86	\$ 1,400.00	\$ 46.00	116.00	\$ 5,336.00	\$ 3,936.00	
Senior Inspector/Tech	\$ 30.00	86	\$ 2,580.00	\$ 28.00	50.00	\$ 1,400.00	\$ (1,180.00)	
Clerical	\$ 20.00	96	\$ 1,920.00	\$ 18.50	85.75	\$ 1,586.38	\$ (333.62)	
Subtotal Hours/Wages		1112	\$ 48,140.00		1,075.00	\$ 44,920.72	\$ (3,219.28)	
Overhead	180.00%		\$ 86,652.00	205.35%		\$ 92,244.70	\$ 5,592.70	
Subtotal Wages and Overhead			\$ 134,792.00			\$ 137,165.42	\$ 2,373.42	
Profit	10%		\$ 13,479.20	10%		\$ 13,716.54	\$ 237.34	
Geotech			\$ 5,000.00			\$ 5,000.00		
Travel			\$ 4,000.00			\$ 3,580.50		16 trips at \$250 each
Per Diem			\$ 736.00			\$ 595.00		16 days at \$46 based on GSA
Materials/Supplies (Printing)			\$ 4,000.00			\$ 4,942.54		
Total Fee			\$ 162,007.20			\$ 165,000.00	\$ 2,992.80	101.8%
As percent of ECC			13.28%			13.52%		
Consultant Services								
Construction Phase Services			\$ 140,806.48			\$ 144,270.00	\$ 3,463.52	
Project Closeout			\$ 16,200.72			\$ 15,730.00	\$ (470.72)	
Subcontracted Costs (Material Testing)			\$ 5,000.00			\$ 5,000.00	\$ -	
TOTAL			\$ 162,007.20			\$ 165,000.00	\$ 2,992.80	

Commission Work Session Agenda

Memo

From: Paul Briseno, Assistant City Manager

Work Session: June 19, 2014

Subject: Addendum to the SEIU Local 513 Union Contract

Person(s) Responsible: Paul Briseno, Assistant City Manager
Toby Dougherty, City Manager

Summary

The City of Hays and the SEIU Local 513 have an agreement for fiscal year 201 Wages, and Administration of the Pay Plan. The agreement states the City will provide members of the SEIU bargaining unit with a one-time 2% bonus, paid bi-weekly beginning with the first payroll in 2015 and ending with the last payroll in 2015. The City will continue the current pay ranges.

Staff recommends approval of the addendum.

Background

The SEIU contract contains annual openers for Section 15 Health Insurance, if conditions are met, and Section 29 Wages and Administration of the Pay Plan. The threshold to open health insurance was not met.

Discussion

The City and SEIU began the meet and confer process in March of 2014 to discuss the openers for the 2015 contract. Three meetings were held. Both parties tentatively agree to the attached proposal.

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

The City of Hays will budget a one-time 2% bonus, paid bi-weekly beginning with the first payroll in 2015 and ending with the last payroll in 2015. The City will continue the current pay ranges.

Options

The City Commission has the following options;

1. Adopt the agreement between the City of Hays and the SEIU, Service Employees International Union, Local 513.
2. Reject the agreement between the City of Hays and the SEIU, Service Employees International Union, Local 513. and give staff further direction
3. Take no action

Recommendation

Staff recommends the agreed upon language for the 2015 addendum between the City of Hays and SEIU, Service Employees International Union, Local 513.

Action Requested

Staff requests that the Hays City Commission authorize the Mayor, City Manager, Directors of Parks, Public Works and Utilities to sign the 2015 Addendum to the 2013 thru 2015 Union Contract.

Supporting Documentation

Addendum to Agreement between the City of Hays and the SEIU, Service Employees International Union, Local 513

**ADDENDUM TO AGREEMENT
BETWEEN
CITY OF HAYS
AND
HAYS SERVICE EMPLOYEES
LOCAL 513, AFL-CIO**

This addendum to agreement executed on this 26th day of June, 2014, between the City of Hays, Kansas, herein after referred to as the "City", and Hays Service Employees Local 513, AFL-CIO 2119, hereinafter referred to as the "SEIU", is intended to be attached to and made a part of the existing Memorandum of Agreement between the City and the SEIU that expires December 31, 2015. This addendum is in effect from January 1, 2015 through December 31, 2015. All portions of this agreement are incorporated therein by reference unless specifically altered or changed by the provisions of this Addendum

Section 29. WAGES / ADMINISTRATION OF THE PAY PLAN

For fiscal year 2015 the City agrees to provide all covered employees of the SEIU bargaining union with a one-time 2% bonus, paid bi-weekly beginning with the first payroll in 2015 and ending with the last payroll in 2015. The City will continue the current pay ranges.

IN WITNESS WHEREOF, the City and the SEIU have hereunto set their hand this 26th day of June, 2014.

FOR THE SEIU

FOR THE CITY

Unit Chairman

Mayor

Unit Vice-Chairman

City Manager

Business Representative

Director of Public Works

Director of Parks

Director of Utilities