

AGENDA
SHAWNEE AIRPORT AUTHORITY
July 20, 2020 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

1. Consider approval of Consent Agenda:
 - a. Minutes from the July 6, 2020 regular meeting.
 - b. Approval of a lease agreement for a not for profit flight training program, Redeemed Flying Corps Association.
 - c. Approval of the publication of a Request for Proposals for Hangar Lease.
2. Consider Bids:
 - a. Clean and seal joints and cracks, seal coat, and re-mark runway 17-35. AIP Project No.: 3-40-0088-020-2020 and Clean and seal joints and cracks, seal coat, and re-mark parallel taxiway. AIP Project No.: 3-40-0088-019-2020 (Award)
3. New Business

(Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)
4. Adjournment

Respectfully submitted,

Lisa Lasyone, CMC, City Clerk

Shawnee Airport Authority

1. a.

Meeting Date: 07/20/2020

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the July 6, 2020 regular meeting.

Fiscal Impact

Attachments

Minutes

THE TRUSTEES OF THE SHAWNEE AIRPORT AUTHORITY OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN REGULAR SCHEDULED SESSION, MONDAY, JULY 6, 2020, DURING THE BOARD OF CITY COMMISSIONER MEETING AT 6:00 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW AT 11:55 A.M. ON JULY 2, 2020. UPON ROLL CALL, A QUORUM WAS DECLARED WITH THE FOLLOWING MEMBERS IN ATTENDANCE:

PRESENT: Bolt, Gillham, Harrod, Finley, Rutherford, Sehorn, Salter

ABSENT: None

Call to Order

Declaration of a Quorum

AGENDA ITEM NO. 1:

Consider approval of minutes from the June 15, 2020 regular meeting.

A motion was made by Trustee Gillham, seconded by Trustee Bolt, to approve the minutes from the June 15, 2020 regular meeting. Motion carried 7-0.

AYE: Gillham, Bolt, Harrod, Finley, Rutherford, Sehorn, Salter

NAY: None

RECESS SHAWNEE AIRPORT AUTHORITY BY THE POWER OF THE CHAIR TO CONVENE SHAWNEE MUNICIPAL AUTHORITY (6:10 P.M.)

RECONVENE SHAWNEE AIRPORT AUTHORITY BY THE POWER OF THE CHAIR (7:10 P.M.)

AGENDA ITEM NO. 2:

Consideration of a year-end budget amendment for Fiscal Year 2019-2020, for Shawnee Airport authority Fund 511 – Reconciling transfers from the Capital Improvement Fund and the Street Improvement Fund.

Finance Director Ashley Neel explained these budget amendments were a result of the end-of-year budget monitoring process.

A motion was made by Trustee Sehorn, seconded by Trustee Rutherford, to approve year-end budget amendment for Fiscal Year 2019-2020, for Shawnee Airport authority Fund 511 – Reconciling transfers from the Capital Improvement Fund and the Street Improvement Fund. Motion carried 6-0.

AYE: Sehorn, Rutherford, Salter, Weaver, Flood, Bolt
NAY: None

AGENDA ITEM NO. 3:

New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)

There was no New Business.

AGENDA ITEM NO. 4:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:12 p.m.)

ATTEST:

ED BOLT, CHAIRMAN

LISA LASYONE, SECRETARY

Shawnee Airport Authority

1. b.

Meeting Date: 07/20/2020

Lease Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approval of a lease agreement for a not for profit flight training program, Redeemed Flying Corps Association.

Fiscal Impact

Attachments

Lease Agreement



To: Shawnee Airport Authority

The Honorable Ed Bolt, Mayor
Darren Rutherford, Vice Mayor
Travis Flood, Commissioner
Ben Salter, Commissioner
Mark Sehorn, Commissioner
Bob Weaver, Commissioner

From: Bonnie A. Wilson, CM
Airport Manager

Date: July 20, 2020

Subject: Approval of a Lease Agreement for a Not for Profit Flight Training Program
Redeemed Flying Corps Association

Nature of Request:

Authorize the City Manager to execute a lease agreement with the Redeemed Flying Corps Association to store aircraft and provide not for profit flight instruction at the Shawnee Regional Airport.

Staff Analysis and Considerations:

The Redeemed Flying Corps Association is a newly formed not for profit organization with an IRS 501 (c) (3) tax exempt status, formed for the purpose of providing flight instruction to volunteer missionaries.

RFCA currently leases hangar space at the Shawnee Regional Airport under a Standard Bulk lease agreement. They are seeking the opportunity to dissolve the current Standard Lease and execute an agreement that will allow RFCA to provide not-for-profit flight instruction.

Key provisions of the agreement addressing the not-for-profit services include:

1. Storage of an airworthy aircraft and ancillary equipment, made available to the RFCA under a written agreement, for the purpose of providing flight instruction services, at no charge to participants, other than the purchase of fuel, oil and supplies necessary to operate the aircraft for the duration of the instruction period.
2. RFCA must provide must provide the Airport Manager with a copy (ies) of any such aircraft use agreement(s).

3. Prior to commencing flight instruction services, RFCA must provide the Airport Manager with a list of persons authorized to provide flight instruction and evidence of instructor's licensure issued by the Federal Aviation Administration.
4. Lessee agrees to provide the Airport Manager with documentation of current aircraft registration with the Federal Aviation, supported by documentation authorizing the RFCA, to utilize said aircraft for the purpose of providing flight instruction.

Recommendation

The Shawnee Airport Advisory Board recommends the Shawnee Airport Authority authorize the City Manager to execute the proposed agreement authorizing aircraft storage and not for profit flight instruction per the terms and conditions of the agreement attached.

Budget Consideration:

Rental rates for hangar space – currently \$ 140.00 per month, subject to annual increase based on the rate of inflation as established by the Consumer Price Index.

Potential fuels sales from this activity are not quantifiable though they are likely to increase due to the nature of the program.

**NOT FOR PROFIT AERONAUTICAL SERVICES
LEASE AGREEMENT**

This Lease Agreement made and entered into on this ____ day of July, 2020, by and between the Shawnee Airport Authority on behalf of the City of Shawnee, Oklahoma, a Municipal Corporation, and together hereinafter called Lessor, and the Redeemed Flying Corps Association (RFCA), an Oklahoma not for profit corporation, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, the Lessor is the owner of certain real property commonly known as the Shawnee Regional Airport, located within the City of Shawnee, Pottawatomie County, Oklahoma; and

WHEREAS, the Lessee desires to lease from the Lessor spaces within a certain hangar commonly known as Hangar No. 14; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. LEASE: The Lessor hereby leases, lets and demises to the Lessee, one (1) Standard Bulk Hangar spaces within Hangar No. 14, constructed upon Shawnee Regional Airport primarily within the City of Shawnee, Oklahoma, consisting of a total of one-thousand (1,000) square feet of usable space more or less.
2. TERM: The Lessor leases to the Lessee said hangar space for a term commencing on _____st day of July 2020, and terminating on the 30th day of June, 2021, unless sooner terminated in accordance with the provisions of this lease.
 - 2.1. After the initial term, the Lessee may renew the lease for additional, one (1) calendar year terms at the option of the Lessor under the following conditions:
 - 2.1.1. Lessee must be in compliance with the terms and conditions of the Lease as provided herein; and
 - 2.1.2. Lessee responds in the affirmative, via execution of a written offer to renew, provided by the Lessor prior to the end date of the initial term.
3. RENTAL: The Lessee hereby agrees to pay to the Lessor as rental for said spaces within Hangar No. 14 the sum of One-hundred-forty dollars (\$140.00) per month for one (1) Standard Bulk Hangar spaces with the first month's rent due and payable in advance of the date of commencement of this Lease.

- 3.1. Rent thereafter shall be due and payable on the first day of each month and shall be deemed late if not received by the tenth (10th) calendar day of each month. Lessee also agrees to pay a deposit in the amount of one-hundred-forty dollars (\$140.00) due and payable in advance of the date of commencement of this Lease.
 - 3.1.1. If any monthly rental payment is not paid on or before the tenth day following the first day of each month, a late payment fee in the amount of one- and one-half percent (1.5%) will be applied to any overdue balances for charges assessed by the Shawnee Airport Authority.
 - 3.1.2. It is understood and agreed by and between the Lessor and the Lessee that Lessee agrees to maintain a current status on rental of the said spaces within Hangar No. 14 should Lessee fail to do so, and the account becomes sixty (60) business days delinquent, then the Lessor shall give the Lessee written notice, by certified mail, that the account must be brought current within ten (10) business days or said Lease may be terminated at the discretion of the Lessor. Should a second offense of sixty (60) calendar days delinquency occur within the term of this Lease, immediate termination of this Agreement shall result, and renewal options shall be forfeited.
- 3.2. It is specifically understood and agreed by and between the Lessor and the Lessee that the monthly rental for said hangar space shall be adjusted from time to time. The monthly rental shall be determined by the Lessor based upon the recommendations of the Airport Advisory Board, and approval of the Shawnee Airport Authority.
 - 3.2.1. The Lessee hereby agrees to pay such adjusted monthly rental following notice of the adjusted rate from the Lessor.

4. AUTHORIZED USE OF LEASED PREMISES.

- 4.1. Said space within Hangar No. 14 is being leased to the Lessee for the storage of an airworthy aircraft and ancillary equipment, made available to the Lessee under a written agreement, for the purpose of providing flight instruction services, at no charge to participants, other than the purchase of fuel, oil and supplies necessary to operate the aircraft for the duration of the instruction period.
 - 4.1.1. Prior to storage of aircraft within the leased premises, Lessee must provide must provide the Airport Manager with a copy (ies) of any aircraft use agreement(s) as described in numerical Paragraph 4.1.
 - 4.1.2. Prior to commencing flight instruction services, Lessee must provide the Airport Manage with a list of persons authorized by the Lessee to provide flight instruction and evidence of instructor's licensure issued by the Federal Aviation Administration.
- 4.2. Lessee shall not keep firearms, fuel, explosives, or any noxious, dangerous substances within the hangar space.

- 4.3. Lessee shall not make any alterations, installations, attachments, or make any improvements to Hangar No. 14 except as authorized in writing by the Lessor.
- 4.4. Lessee shall be responsible for ensuring the doors on said Hangar No. 14 are always closed except during active ingress and egress, after which, doors shall be immediately closed. Lessee shall be responsible for securing Hangar No. 14.
5. INSPECTION: The Lessor retains the right to perform inspections of the Hangar No. 14 at irregular intervals.
 - 5.1. Notice of proposed inspections will be provided to the Lessee to minimize disruption of activities within Hangar No. 14.
6. AIRCRAFT:
 - 6.1. Lessee agrees to maintain aircraft stored within Hangar No. 14 in an airworthy condition and to provide documentation indicating current airworthy status to the Airport Manager as requested.
 - 6.1.1. Evidence of current airworthy status includes, but is not limited to signed, and dated evidence of an annual condition inspection undertaken by a Federal Aviation Administration Certified Airframe and Powerplant mechanic; or
 - 6.1.2. In the case of aircraft operating under a Special Airworthiness Certificate, as required by the Federal Aviation Administration for amateur-built, kit-built, light-sport, vintage and other experimental type aircraft, a signed and dated certification from the registered owner is acceptable.
 - 6.2. Any maintenance performed on the aircraft within Hangar No. 14 at the Shawnee Regional Airport is limited to the maintenance authorized to be performed by the aircraft owner or pilot in compliance with 14 CFR Appendix A to Part 43 "Major Alterations, Major Repairs, and Preventive Maintenance" and the Shawnee Regional Airport Minimum Standards, and as each may be amended from time to time.
 - 6.3. Should Lessee desire to engage a commercial maintenance or repair service to undertake repairs or maintenance on the aircraft at the Shawnee Regional Airport, or within the Leased Premises, the service provider must be authorized to perform services at the Shawnee Regional Airport per the terms and conditions of the Shawnee Regional Airport Minimum Standards. The following provisions will also apply:
 - 6.3.1. Lessee must provide notice to the Airport Manager of the proposed time, date, and estimated duration of commercial maintenance or repair services to be undertaken in any non-commercial hangar, prior to the commencement of such activities.

- 6.3.2. Commercial maintenance or repair service providers must be certificated by the Federal Aviation Administration to provide proposed services, and provide evidence of such certification to the Airport Manager.
- 6.3.3. Commercial maintenance or repair service providers must provide the Airport Manager with a copy of the service provider(s) certificate(s) of product completion and liability insurance in an amount not less than one-million dollars (\$1,000,000).
- 6.3.4. Per 14 CFR Chapter I [Docket No. FAA 2014-0463] Policy on the Non-Aeronautical Use of Airport Hangars Use of Aeronautical Land and Facilities, maintenance, repair, or refurbishment of aircraft, may not extend for an indefinite period of time.
 - 6.3.4.1. Proposed maintenance, repairs or refurbishment must not hinder the airworthiness of the aircraft for more than sixty (60) calendar days without prior written permission from the Airport Manager.
 - 6.3.4.2. Additional time for completion of maintenance, repairs or rehabilitation may be granted at the discretion of the Airport Manager in the form of written authorization establishing a schedule of work and date of completion.
- 6.4. Lessee agrees to provide the Airport Manager with documentation of current aircraft registration with the Federal Aviation Administration as requested while storing the aircraft at the Shawnee Regional Airport.
 - 6.4.1. Said Registration must be supported by documentation authorizing the Lessee, to utilize said aircraft for the purpose of providing flight instruction as described in numerical Paragraph 4.1 above.
- 6.5. In the event the Lessee desires to store an alternate aircraft in Hangar No. **14**, Lessee has a duty to notify the Airport Manager immediately upon such determination and provide the following documentation prior to storage of the alternative aircraft:
 - 6.5.1. Authorization to use said aircraft as described in numerical Paragraph 4.1.1 above.
 - 6.5.2. Record of aircraft registration with the Federal Aviation Administration.
 - 6.5.3. Insurance as required by numerical Paragraphs 8.1 – 8.5.
- 6.6. In the event the Lessee no longer has access to, or authorization to utilize, an aircraft being stored in Hangar No. 14, Lessee has a duty to notify the Lessor immediately.
 - 6.6.1. Lessee will be provided with the opportunity to retain this lease by acquiring authorization to operate another aircraft for the same purpose as described in numerical Paragraph 4.1 above by providing the Airport Manager with

documentation regarding authorization to use said aircraft as described in numerical Paragraph 4.1.1 above

6.6.1.1. Additional time to procure an aircraft for same purposes as described in numerical Paragraph 4.1 above may be granted by the Airport Manager following a written request from the Lessee, though retention of the lease may not be extended for an indefinite period of time.

6.6.2. Failure to provide notice of disposal of aircraft or transfer of title will result in termination of this lease.

7. UTILITIES: Lessee shall be responsible for the provision of any desired utilities to Hangar No. 14. If installation of utility service lines and or equipment are required to support the desired services, written approval from the Lessor will be required prior to installation.

8. LIMITATION OF LIABILITIES: The Lessee hereby agrees to provide at his or its sole expense a policy of liability insurance insuring both the Lessor and the Lessee from liability resulting from injury or death to persons or damage to property, the terms, limits and conditions of which shall be acceptable to the Lessor. The Lessee shall indemnify and hold harmless the Lessor for any injury or death to persons or damage to property as a result from third parties involved in the care, maintenance, or use of the Lessee's aircraft and/or Leased Premises.

8.1. The Lessee, at Lessee's expense, shall obtain and maintain in continuous effect during the term of this Lease Agreement, insurance policies (i) issued by an insurance carrier licensed to do business in the State of Oklahoma, (ii) acknowledging the aircraft will be used for the purpose of flight instruction; (iii) identifying all persons authorized to provide flight instruction and providing for:

8.1.1. Aircraft Liability for any owned and operated aircraft.
Combined Single Limit Injury and Property Damage
\$1,000,000 each occurrence
\$100,000 per passenger/per seat bodily injury

8.1.2. Comprehensive General Liability and Property Damage
Combined Single Limit Bodily Injury & Property Damage
\$1,000,000 each occurrence

8.1.3. Student and Renter's Liability
\$500,000 each occurrence

- 8.2. Said policies shall be endorsed that the Lessor is an additional insured. Copies of insurance certificates, amendments to policies, and renewal documents shall be provided to the Lessor at the following address:

Shawnee Regional Airport
2202 North Airport Drive
Shawnee, OK 74804

- 8.3. Said policy shall also provide that in the event of cancellation by the insurance company, the insurance company shall give the Lessor at least ten (10) business days written notice of intent to cancel.
- 8.4. If Lessee determines to cancel an active policy, Lessee must provide the Lessor at least ten (10) business days written notice of intent to cancel.
- 8.5. The Lessee hereby indemnifies the Lessor from any and all claims, demands, losses, actions, causes of action of any kind, arising out of the Lessee's use, occupancy, or rental of said hangar space. This indemnification covers all losses and expenses to the Lessor, including attorney fees and expenses to defend litigation.

9. COVENANTS OF LESSEE: Lessee expressly covenants that:

- 9.1. Lessee shall be liable for all damages which Lessee causes to the hangar, normal wear and use being excepted. Lessee shall not make any alterations, installations, attachments, or make any improvements to the hangar, except as authorized by the Lessor.
- 9.2. Lessee shall comply with city, county, state and federal laws and regulations, and the Minimum Standards and Requirements for Capital Development on Shawnee Regional Airport Property, Commercial Aeronautical Services Commercial on-Aeronautical Services and Non-Commercial Aeronautical Activities at the Shawnee Regional Airport ("Minimum Standards and Rules") and as amended from time to time, which are incorporated by reference into the Agreement.
- 9.3. Lessee shall not assign or sublet this Lease, or any Lessee's rights concerning this hangar space or any part thereof, or any interest therein.

10. TERMINATION:

- 10.1. It is understood and agreed by and between the Lessor and the Lessee that the payment of monthly rental, provision of required documentation, insurance and all other conditions imposed upon the Lessee are conditions, the violation of any one of which shall be grounds for terminating this Lease in the discretion of the Lessor.
- 10.2. In the event of such violation, the Lessor shall give the Lessee thirty (30) business days' notice in writing of the Lessor's intent to terminate this Lease provided, however, if such violation, in the opinion of the Lessor, constitutes a hazard to life or property the Lessor may immediately terminate this Lease Agreement and enter said Hangar and take

whatever means are reasonable and necessary in the opinion of the Lessor to eliminate such hazard.

- 10.3. The Lessee shall have no absolute right to terminate this Lease Agreement prior to the expiration of the term of the Lease as provided for in numerical paragraph 2. TERM above. However, in the event unforeseen special circumstances arise, the Lessee may make written application to the Lessor not less than thirty days prior to a requested termination of this Lease Agreement. The Lessor in its sole, unrestricted discretion may approve or disapprove the request for early termination.

11. SURRENDER OF POSSESSION:

- 11.1. Upon the termination of this Lease Agreement, for any reason, Lessee shall immediately surrender possession of the premises to the Lessor. In the event that Lessee fails and refuses to immediately surrender possession, the Lessor shall have the right to commence a court action for the recovery of possession of the premises, for the recovery of all damages due, reasonable attorney's fees, and all court costs.
- 11.2. The Lessee hereby grants to the Lessor a lien on the Lessee's property in said hangar. Said lien is for the purpose of securing payment for all rental damages, and other costs due the Lessor from the Lessee pursuant to the terms of this Lease Agreement.

12. SUBORDINATION CLAUSES: This Agreement is subject and subordinate to the following:

- 12.1. The Lessor reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided, Lessee is not deprived of the use of or access to the Leased Premises.
- 12.2. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- 12.3. This Lease Agreement is and shall be subordinate to the provisions of existing and future agreements between the City of Shawnee, Oklahoma, and or the Shawnee Airport Authority and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of Federal funds for the benefit of the Airport.
- 12.4. During the time of war or national emergency, Lessor shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use, and if any such lease is executed, the provisions of this Lease Agreement insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, but such suspension shall not extend the term of this

Agreement. Abatement of rentals shall be determined by the Lessor in proportion to the degree of interference with Lessee's use of the Leased Premises.

- 12.5. Except to the extent required for the performance of any obligations of Lessee hereunder, nothing contained in this Lease Agreement shall grant to the Lessee any rights whatsoever in the airspace above the Leased Premises other than those rights where subject to Federal Aviation Administration rules, regulations and orders currently or subsequently effective.

13. GENERAL PROVISIONS.

- 13.1. Lessee shall not use, or permit the use of, the Leased Premises, or any part thereof, for any purpose or use other than those authorized by this Lease Agreement.
- 13.2. This Lease Agreement shall be performable and enforceable in Shawnee, Oklahoma and shall be construed in accordance with the laws of the State of Oklahoma.
- 13.3. This Lease Agreement is made for the sole and exclusive benefit of the Lessor and Lessee, their successors, and assigns, and is not made for the benefit of any third party
- 13.4. In the event of any ambiguity in any of the terms of this Lease Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- 13.5. All covenants, stipulations and agreements in this Lease Agreement shall extend to and bind each party hereto, its legal representatives, successors, and assigns.
- 13.6. The titles of the several sections of this Lease Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- 13.7. Nothing herein contained shall create or be construed to creating a co-partnership between the Lessor and the Lessee or to constitute the Lessee an agent of the Lessor. The Lessor and the Lessee each expressly disclaim the existence of such a relationship between them.

- 14. **ENTIRE AGREEMENT.** This Lease Agreement consists of numerical Sections 1. to 14. and all subparagraphs, inclusive. It constitutes the entire Lease Agreement of the parties hereto and may not be changed, modified, discharged, or extended except by written instrument duly executed by the Lessor and Lessee. The parties agree that no representations or warranties shall be binding upon the Lessor or Lessee unless expressed in writing in this Lease Agreement. This Agreement shall be binding upon the executors, administrators, and successors of the parties hereto.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

Attachment 1 - Proposed Agreement Draft

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as follows:

LESSOR:

THE CITY OF SHAWNEE, OKLAHOMA,
A Municipal Corporation

By: _____
W. CHANCE ALLISON, CPA
CITY MANAGER

This _____ day of _____, 2020

ATTEST:

LISA LASYONE, CMC
CITY CLERK

LESSEE:

THE REDEEMED FLYING CORPS, ASSOCIATION

By: _____

STEVE RUSSELL, GROUP COMMANDER
REDEEMED FLYING CORPS ASSOCIATION

This _____ day of _____, 2020

Shawnee Airport Authority

1. c.

Meeting Date: 07/20/2020

Publication

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approval of the publication of a Request for Proposals for Hangar Lease.

Fiscal Impact

Attachments

Publication



To: Shawnee Airport Authority

The Honorable Ed Bolt, Mayor
Darren Rutherford, Vice Mayor
Travis Flood, Commissioner
Ben Salter, Commissioner
Mark Sehorn, Commissioner
Bob Weaver, Commissioner

From: Bonnie A. Wilson, CM
Airport Manager

Date: July 20, 2020

Subject: Approval of the Publication of a Request for Proposals for Hangar Lease

Nature of Request:

Authorize staff to publish a Request for Proposals (RFP) to lease a five-thousand-three-hundred-twenty (5,320) square foot box hangar, generally referred to as Hangar No. 100, at the Shawnee Regional Airport.

Staff Analysis and Considerations:

Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant Assurance Number 22. Economic Nondiscrimination, states grant recipients 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. Similar language is provided in the FAA Airport Compliance Manual FAA Order 5190.6B.

Publication of a Request for Proposals (RFP) to lease property provides opportunity for all interested parties to submit responses satisfying the intent of Grant Assurance 22 and Order 5190.6B.

Order 5190.6B, also states "Aeronautical fees for landside or non-movement area airfield facilities (e.g., hangars and aviation offices) may be at a fair market rate, but are not required to be higher than a level that reflects the cost of services and facilities." Setting a minimum rental rate and comparing the value offered to the airport and airport users based on the weighted criteria establishes a Fair Market Value for the properties.

Staff published an RFP for a similar, slightly smaller hangar in late 2019 and received a total of four proposals. Three were from commercial aeronautical users, one from a nonprofit military auxiliary organization. Based

on the weighted criteria applied, the lease agreement was awarded to a commercial aeronautical user specializing in vintage, warbird and experimental aircraft, a market element not then addressed at the Shawnee Regional Airport. That lease agreement included a provision for capital improvements to the hangar and the airfield.

Publication of an RFP for the now available hangar complies with the FAA's regulations and guidance regarding opportunities to use the airport for aeronautical activities. The competitive nature of the RFP process also establishes a Fair Market Value for the property. Shawnee Regional Airport has approximately forty (40) aircraft owners on a waiting list for hangar space, an RFP is likely to generate interest from the parties participating in the prior RFP as well as additional aircraft owners and operators seeking hangar space.

Recommendation

Shawnee Airport Advisory Board recommends publication of a Request for Proposals in the form of the DRAFT RFP presented. (See Attachment)

Budget Consideration:

The current rental rate for Hangar No. 100 is \$667.00 per month. It is likely that the solicitation of competitive proposals will garner offers of a higher rental fee. There is no specific or current need for significant capital improvements, though continued maintenance both capital and ordinary, will be the responsibility of the tenant relieving the Airport of these costs. Potential fuel sales are difficult to quantify accurately, though proposed tenant operations supporting fuel sales are part of the selection criteria.

DRAFT
REQUEST FOR PROPOSALS
FOR HANGAR LEASE
HANGAR/OFFICE LEASE
FOR
COMMERCIAL SERVICE
OR OTHER AERONAUTICAL USE

SHAWNEE REGIONAL AIRPORT
SHAWNEE AIRPORT AUTHORITY SHAWNEE, OKLAHOMA

The Shawnee Airport Authority, of Shawnee Oklahoma ("Authority"), on behalf of the Shawnee Regional Airport ("Airport") requests proposals to lease property ("Proposals") suitable for commercial aeronautical or other aeronautical use. The Authority will receive the Proposals at the Office of the City Clerk, City of Shawnee, City Hall until 4:00 p.m. on _____ (the "Deadline").

Each Proposal must be placed inside a sealed envelope or package marked with the wording: "Proposal to Lease Property – Hangar 100". The outside of the envelope or package must also state the name(s) of the primary Respondent(s). Proposals received by Shawnee Airport Authority after the Deadline will not be considered for any reason whatsoever.

Information for Respondents relating to this Request for Proposals ("RFP") is on file and open for public inspection at the offices of the City Clerk, and the Shawnee Regional Airport. The Information for Respondents includes a copy of the RFP, General Information for Respondents, General Requirements for Proposals, Information Required from Respondents and Criteria for Selection.

A copy of the Information for Respondents may be obtained from Shawnee Regional Airport as follows:

Attention: Bonnie A. Wilson
Airport Manager Shawnee Regional Airport
2202 North Airport Drive Shawnee, Oklahoma 74804
Telephone: (405) 878-1532
Email: bonnie.wilson@shawneeok.org

Persons seeking a copy of the Information for Respondents must provide contact information to include an email address at the time of the request for the purposes of creating a record of interested parties, distribution of any Addendum or other information related to this Request for Proposals.

The opportunity to enter into an aeronautical use lease agreement will be awarded to the Respondent (s) determined by the Authority to be best qualified to provide services and benefits to the Shawnee Regional Airport. Prior to making the award(s), the Authority may request certain Respondents to make presentations. The Authority reserves the right to reject any and all Proposals for any reason at any time prior to execution of a lease agreement(s) with the Respondent(s) selected by the Authority and to waive any and all informalities and irregularities in the selection process.

***Draft Request for Proposal for Hangar Lease
Shawnee Regional Airport***

REQUEST FOR PROPOSALS FOR HANGAR LEASE
HANGAR/OFFICE LEASE
FOR
COMMERCIAL SERVICE
OR OTHER AERONAUTICAL USE

SHAWNEE REGIONAL AIRPORT
SHAWNEE AIRPORT AUTHORITY SHAWNEE, OKLAHOMA

1. GENERAL INFORMATION FOR RESPONDENTS

- 1.1. This Request for Proposals ("RFP") is issued by the Shawnee Airport Authority ("Authority"), an airport authority organized and existing under Oklahoma Statute Title 3. Aircraft and Airports, §3-65.7.
- 1.2. The Authority's Project Manager, Bonnie Wilson, Airport Manager, is the Project Manager for Shawnee Regional Airport in connection with this RFP. All questions regarding this RFP must be directed to the Project Manager. The Project Manager may be contacted as follows:

Bonnie A. Wilson Airport Manager
Shawnee Regional Airport
2202 North Airport Drive
Shawnee, Oklahoma 74804

Telephone: (405) 878-1532
Email: bonnie.wilson@shawneeok.org

All contact by Respondents with the Airport must be through the Project Manager. Any unsolicited contact by a Respondent regarding this RFP or the project to which this RFP relates with any other staff or with any member of the Authority shall be grounds for disqualification.

- 1.3. Purpose of RFP. The Authority desires to lease certain real property to parties seeking to provide commercial or non-commercial aeronautical services at the Airport under the terms and conditions of a Lease Agreement ("Agreement") with the Authority.
- 1.3.1. The real property consists of a five-thousand-three-hundred-twenty (5,320) square foot box hangar, generally referred to as Hangar No. 100.
- 1.3.2. The current rental rate for Hangar No. 100 is six-hundred-sixty-seven dollars (\$667.00), per month.
- 1.3.3. The selected Respondent(s) will be responsible for providing any and all proposed aeronautical services in compliance with the Shawnee Airport Authority Minimum Standards and Requirements for Capital Development on Airport Property

Draft Request for Proposal for Hangar Lease Shawnee Regional Airport

Commercial Aeronautical Services Commercial Non-Aeronautical Services and Non-Commercial Aeronautical Activities at the Shawnee Regional Airport ("Minimum Standards").

- 1.4. Joint Submissions. Proposals submitted in response to this RFP may be submitted by (i) a single entity, (ii) a joint venture, in which case all joint venture members shall be responsible to the Authority for compliance with the terms and conditions of the Agreement.

2. GENERAL REQUIREMENTS FOR PROPOSALS

- 2.1. Deadline. Proposals must be received at the Office of the City Clerk, City of Shawnee, City Hall until 4:00 p.m. on _____ (the "Deadline"). The Shawnee Airport Authority will deem Proposals received after the Deadline non-responsive and will reject all late-received Proposals without review. The mere opening of any Proposal does not constitute acceptance of such Respondent as a responsive and qualified Respondent.
- 2.2. Copies to be Provided. Each Respondent must submit one (1) copy of its entire Proposal in digital format. The digital copy of the Proposal shall be submitted in Adobe *.pdf searchable format. All Respondents must submit two (2) paper copies of the Proposal.
 - 2.2.1. The digital and paper copies of the Proposal must be enclosed in a sealed envelope or package, the outside of which must be marked with the name of the Respondent and the wording: "Proposal to Lease Property – Hangar100".
- 2.3. Formatting and Page Limits. No Proposal may exceed ten (10) pages, exclusive of any appendices. The Respondent's letter of transmittal, table of contents, summaries and introductions shall be included in the 10-page limit.
 - 2.3.1. Pages must be 8.5" x 11" with all four margins being at least one inch.
 - 2.3.2. All text information in the main part of the Proposal must be in an easily-read font (preferably size 12 point or larger).
 - 2.3.3. Business references, financial statements, and other supporting documents may be included as appendices, without counting against the ten (10) page limitation.
 - 2.3.4. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of the Minimum Standards in the performance of the proposed Services.
- 2.4. Proposals Must Be Signed. Each Respondent must sign its Proposal. If the Proposal is submitted by an individual, the Proposal must indicate the name and post office address of the individual. If the Proposal is submitted by a partnership, limited liability company or other business entity (excluding a corporation), the Proposal must indicate the name and post office address of each member of the partnership, limited liability company or business entity. If the

Draft Request for Proposal for Hangar Lease Shawnee Regional Airport

Proposal is submitted by a corporation, the Proposal must indicate the name and business address of the principal officer of the corporation and the corporation's state of incorporation.

- 2.5. Interpretation of Information for Respondents. Each Respondent should examine the Information for Respondents carefully. All requests to Authority for interpretation, clarification or correction of any ambiguity, inconsistency or error must be in writing delivered to the Project Manager, and only interpretations, clarifications or corrections by Addendum issued by the Project Manager shall be binding on Authority. The Respondents. Requests may be submitted in hard copy or via email.
- 2.6. Addenda. If it becomes necessary to revise any aspect of the RFP or to provide additional information to Respondents, the Project Manager will issue one or more Addenda by delivery via email to all persons on record with the Authority as having received a copy of the RFP. Receipt of the Addenda via email must be acknowledged by return email to the sender. No Addendum will be issued later than two (2) calendar days prior to the Deadline, except an Addendum withdrawing this RFP or an Addendum postponing the Deadline (which Addendum may be issued at any time up to the Deadline). Each Respondent is solely responsible for ensuring that it has received and understands all Addenda issued by the Authority related to this RFP.
- 2.7. Questions and Requests for Additional Information. Any questions regarding this RFP or the proposed Services or uses of the facilities, must be submitted in writing to the Airport's Project Manager. Submissions by email are acceptable. The Authority will not provide individual responses to any Respondent. The Authority will respond to all questions by Addendum. The last time and date for submission of any questions to the Authority will be 2:00 p.m. on _____ 2020. Each question must specifically reference this RFP.
- 2.8. Representations of Respondent. Each Respondent, by submitting a Proposal, represents that it (i) has read and understands the Information for Respondents, (ii) is familiar with the terms and conditions governing commercial and non-commercial aeronautical lease agreements for real property utilized for the provision of commercial and non-commercial aeronautical services at the Airport, (iii) has all professional qualifications, licenses, certifications and registrations necessary to perform proposed services, and (iv) is knowledgeable of and, if selected by the Authority, will fully comply with all federal, state and local laws, ordinances, rules and regulations, and Minimum Standards that in any manner affect the services or Respondent's performance of the services.
- 2.9. Investigations. The Authority reserves the right to make any and all investigations it deems necessary to establish the competency of any Respondent to perform proposed services. If, upon investigation the Authority determines in its sole discretion that a Respondent lacks satisfactory evidence of competency, the Authority reserves the right to reject the Proposal of such Respondent.
- 2.10. Rejection of Proposals. The Authority reserves the right, in its sole discretion, to reject any and all Proposals and to waive any technicality, informality or irregularity in any Proposals for

Draft Request for Proposal for Hangar Lease Shawnee Regional Airport

any reason at any time prior to entering into an Agreement. Without limiting the foregoing, the Authority specifically reserves the right to reject a Proposal if the Respondent fails to furnish the data required under Information Required from Respondents, Part 3 of the RFP, or if the Proposal is in any way incomplete or irregular.

- 2.11. Agreement. The selected Respondent will be required to enter into Authority's form of agreement. The Agreement will contain, among other things, an agreement to provide the proposed services in accordance with the Airport's Minimum Standards, provisions required by applicable law and such other terms and conditions as Authority deems appropriate.
- 2.12. Rental Rates. Selection of the Respondent will be based on qualifications, experience and benefit to the Authority and airport users. Respondents should submit a rental rate schedule for the property using an annual per square foot calculation.
 - 2.12.1. The rental rate proposed must be a firm fixed price.
 - 2.12.2. After the Respondent has been selected, the Authority will provide the Respondent with an Agreement establishing the terms and conditions which will include:
 - 2.12.2.1. A provision requiring Lessee to address both regular and capital maintenance requirements throughout the duration of the lease agreement.
 - 2.12.2.2. A provision establishing rental rate increases in compliance with the then current Airport Facilities Lease and Development Policy Statement
- 2.13. Costs Incurred by the Respondent Prior to Execution of an Agreement. The Authority shall not be liable for any costs incurred by any Respondent in preparation of its Proposal.
- 2.14. Disclosure of Response Contents. All materials submitted in response to this RFP will be the property of the Authority and may be held by the Authority or returned to each respective Respondent at the Authority's sole discretion. In preparing its Proposal, each Respondent should be aware that some or all of its Proposal may be subject to public inspection and/or reproduction under the Oklahoma Open Records Act.
- 2.15. Nondiscrimination. By submitting a Proposal in response to this RFP, each Respondent agrees that it understands that Authority is an equal opportunity employer. It is the policy of the Authority to comply with all applicable portions of 49 CFR Part 21 (Title VI of the Civil Rights Act of 1964) which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, or disability. The Agreement will require that the Respondent represent and warrant to the Authority that it will comply with all applicable provisions of 49 CFR Part 21 and all other laws, rules and regulations prohibiting discrimination.

Draft Request for Proposal for Hangar Lease Shawnee Regional Airport

- 2.16. Conflicts of Interest and Gratuities. Each Respondent must complete, execute and submit a Certification Regarding Gratuities with its Proposal provided as an Attachment to this RFP. Failure to execute and submit the Certification will be grounds for rejection of the Respondent's Proposal without review or consideration by the Authority.

3. INFORMATION REQUIRED FROM RESPONDENTS

Required Information. To be selected, a Proposal must demonstrate that the Respondent is financially responsible and able to provide the proposed services, and qualified by expertise and experience to perform the Services. A Proposal should emphasize the Respondent's qualifications and experience regarding all aspects of the Services. At a minimum, all of the following information **MUST** be furnished by each Respondent as part of its Proposal. The information provided must be complete and accurate. Any omission, inaccuracy, or misstatement may be cause for rejection of the Proposal.

- 3.1. Identification of Respondent. Full, correct, legal name and type of business entity of Respondent, and, if applicable, the Respondent's state of incorporation or formation. (Note: The Respondent awarded the Agreement, if a corporation, limited partnership or limited liability company, will be required to be licensed by the Oklahoma Secretary of State to do business in the State of Oklahoma and be in good standing with that office all times while performing the Services).
- 3.1.1. Street and mailing addresses of Respondent; name of Respondent's representative for purposes of notice or other communications regarding the Proposal. If the address of Respondent or name of Respondent's representative for purposes of notice or other communications regarding any agreement which may be consummated with Authority will be different from the above, such other address or name must also be provided.
- 3.1.2. Telephone and email addresses for Respondent and, if different, for Respondent's representative regarding the Proposal and any potential agreement with the Authority, such other telephone and email addresses must be provided.
- 3.1.3. Name, titles and business address of each director, senior officer and any shareholder, partner or member having, owning or controlling ten percent (10%) or more equity interest in Respondent.
- 3.2. Organizational Summary. An organizational summary of the Respondent to include the following:
- 3.2.1. A description of the Respondent's organization, including addresses of all central and branch or satellite offices; the number of employees; and all major divisions and areas of expertise; a description of the key personnel the Respondent would use to perform the Services, including education, professional qualifications, length of service, special expertise, and experience.

***Draft Request for Proposal for Hangar Lease
Shawnee Regional Airport***

- 3.3. Experience. Each Respondent must notate related business management experience and the operational experience and licensure of key individuals intended to perform and provide the services.
- 3.4. Equipment and Facilities. Each respondent must provide a description of the equipment proposed to provide the Services and the proposed use of any and all facilities proposed for lease.
- 3.5. Terminated Agreements, Contracts or Leases. A statement, if applicable, setting forth the following information during the past ten (10) years:
 - 3.5.1. For all agreements, contracts or leases to which the Respondent or any subsidiary, parent or affiliate of Respondent is/was a party, for services and/or facilities similar to the Services and/or facilities that have been terminated either voluntarily or involuntarily prior to the expiration of their respective terms, the name, location and address of the other party(ies) to said contracts and the date(s) of termination.
 - 3.5.2. A detailed description of any judgments and any pending or threatened lawsuits related in any way to Respondent or any wholly-owned subsidiary, parent or affiliate of Respondent for work or services similar to the Services.
 - 3.5.3. A description, date of filing and address for any court or petition filing in bankruptcy by or against Respondent or any wholly-owned subsidiary, parent or affiliate of Respondent.
- 3.6. Staffing. A statement and exhibited evidence that the Respondent's organization is sufficiently staffed to accomplish the proposed Services.
- 3.7. Expertise and Special Knowledge. In the event certain features of the Services are of such complexity and nature as to require specialized or expert assistance, a statement as to whether the Respondent's organization or team is sufficiently staffed with such specialists to provide such features, or if it will be necessary to associate with others, and if an association should be necessary, the nature of such association.
- 3.8. Acknowledgement of Addendum. If it becomes necessary to revise any aspect of the RFP or to provide additional information to Respondents via an Addendum, each Respondent must complete and submit an Acknowledgment of Receipt of the Addendum in the form provided as part of the Addendum.
- 3.9. Other Information. Any other information the Respondent wishes to submit to the Authority for consideration in evaluating the Respondent's Proposal.

***Draft Request for Proposal for Hangar Lease
Shawnee Regional Airport***

4. CRITERIA FOR SELECTION.

- 4.1. Criteria. The Authority will evaluate and rank Proposals using the criteria listed below for the purpose of selecting the Respondent or Respondents submissions determined to offer the most value to the Airport, and the airport users.
 - 4.1.1. Proposed rental rate per square foot, the value of any proposed capital improvements to the properties, and estimated revenue generation opportunities the proposed Services will provide to the Airport. Value: 40 Points
 - 4.1.2. Qualifications: Licensure and or certifications as required by the Minimum Standards to provide the Services. Value: 20 Points
 - 4.1.3. Experience: Respondent's experience with providing services of the same type, and similar scope. Value: 15 Points
 - 4.1.4. The Respondent's relevant financial and customer references demonstrating the Respondent's ability to provide Services. Value: 15 Points
 - 4.1.5. The quality and clarity of the Respondent's Proposal including submission of all required elements. Value: 10 Points.

***Draft Request for Proposal for Hangar Lease
Shawnee Regional Airport***

ATTACHMENT 1 CODE OF ORDINANCES CITY OF SHAWNEE, OKLAHOMA
Published in 2017 by Order of the Board of Commissioners

ARTICLE XVI

CONFLICT OF INTEREST AND OTHER PROHIBITED ACTS OF PUBLIC OFFICERS AND EMPLOYEES

Section 1. - Commissioners not to hold public employment; city officer and employees not to be interested in city contracts.

No member of the board of commissioners shall hold any other office or employment within the municipal government of Shawnee, compensation for which is paid out of public moneys, nor be elected or appointed to any office, the compensation of which was increased or fixed by the board of commissioners, while he was a member thereof, until after the expiration of at least one (1) year after he has ceased to be a member of said board of commissioners. No member of the board of commissioners or any officer of said city shall be pecuniarily interested directly or indirectly in any contract, purchase, or sale made by or with said city, or by any contractor or subcontractor of said city, nor in any manner wherein the rights of [or] liabilities of said city are, or may be involved, and such party, firm, or corporation shall be prohibited from recovering any compensation therefor, nor shall any member of the board of commissioners, or any officer or employee of said city be interested directly or indirectly in any public work or contract or contract made, supervised, or controlled, or which shall be paid for wholly or in part by said city or by any contractor or subcontractor thereof. Any member of the board of commissioners or any officer or employee of said city becoming interested directly or indirectly as aforesaid, or by commission, retainer, fee, gift, or a loan given or received at the time of the transaction, or before or after the same in any contract, franchise, work, purchase, or at sale by or with any of the agencies aforesaid, or who shall hold stock in any corporation contracting with said city or any contractor or subcontractor of said city shall forfeit all right or claim of title to his office and to any emoluments in any office which he shall happen to hold in said city, and shall be expelled therefrom by the board of commissioners; or if they shall fail to remove said officer, member, or commissioners, or any other city officer guilty, as aforesaid, he shall nevertheless be subject to removal upon the action of any five (5) citizens taken in the district court of Pottawatomie County, in such proceedings as are appropriate and proper.

Section 2. - Graft prohibited.

The receiving directly or indirectly by any officer of said city for his own use and benefit or any other use or purpose other than is authorized and provided in this Charter and the laws of the state, of any interest, profits, or perquisites arising from the use or loan of public funds in his hands, or to be raised through his agency for city purposes, shall be deemed sufficient cause to forfeit his office, and the person so receiving shall then and there forfeit his office and be disqualified to hold office.

Section 3. - Offering compensation for election or appointment to office prohibited.

No officer or employee of said city shall give or promise to give to any other person any portion of his compensation or any money or valuable thing, or promise employment to any person in consideration of having been, or of being nominated, appointed, voted for, or elected to any office or employment; and if any such

Draft Request for Proposal for Hangar Lease Shawnee Regional Airport

promise or gift be made, the person making or accepting such gift or promise shall forfeit his office or employment and be debarred and disqualified from being elected, appointed, or employed in the services of said city.

Section 4. - City officers not to receive gratuity from subordinate officer or candidate.

Any officer of said city who shall, while in office, accept any donation or gratuity in money or other valuable thing, either directly or indirectly, from any subordinate or employee, or from any candidate or applicant for any position as employee or subordinate under him, shall forfeit his office and be forever disqualified from holding any position in the services of said city.

Section 5. - Officers and bond liable for approving and paying unauthorized claims.

Every officer who shall approve, allow, or pay any demand on the treasury not authorized by law, ordinance, or this Charter shall be liable to said city individually and on his official bond for the payment of the demand so illegally approved, allowed, or paid.

Section 6. - Duty of officers to report violations concerning city contracts.

It shall be the official duty of every officer or person in the employment or service of said city, when it shall come to his knowledge that any contract or agreement with said city or with any officer has been or is about to be violated by the other contracting party forthwith to report to the mayor and board of commissioners all facts and information within his possession concerning such matter, and upon a willful failure to do so the board of commissioners shall remove the officer and/or employee.

Certification Regarding Gratuities

The undersigned hereby acknowledges having received a copy of the Code of Ordinances City of Shawnee, Oklahoma, published in 2017 by Order of the Board of Commissioners, Article XVI Conflict of Interest and Other Prohibited Acts of Public Officers and Employees. As contemplated by the Ordinance, the undersigned hereby certifies as follows:

1. The undersigned has reviewed and understands the Ordinance.
2. The undersigned certifies that it has received and
3. The undersigned certifies that it has not provided any gift, gratuity or favor, including travel to any Commissioner, employee or representative of the Authority or the City of Shawnee.
4. The undersigned acknowledges that if it does provide any gift, gratuity or favor, including travel to any Commissioner, employee or representative of the Authority in violation of Article XVI. - Conflict of Interest and Other Prohibited Acts of Public Officers and Employees, that such violation will be cause for immediate disqualification of the undersigned from any then current or future selection process involving the undersigned, and termination of any agreement already executed with the undersigned.

In Witness Whereof, the undersigned has executed his Certificate on the ____day of_____,2020.

Signature

Printed Name and Title

State of _____ County of _____

The Signature above was acknowledged by me on the____day of__, 2020.



Notary Seal

Signature of Notarial Officer

My Commission Expires

Shawnee Airport Authority**2. a.**

Meeting Date: 07/20/2020

Bid Award

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Clean and seal joints and cracks, seal coat, and re-mark runway 17-35. AIP Project No.: 3-40-0088-020-2020 and Clean and seal joints and cracks, seal coat, and re-mark parallel taxiway. AIP Project No.: 3-40-0088-019-2020 (Award)

Fiscal Impact**Attachments**

Award Memo

Bid Presentation

Bid Specifications

Mailing List

Plan Holders List

Bid Tabulation



To: Shawnee Airport Authority

**The Honorable Ed Bolt, Mayor
Darren Rutherford, Vice Mayor
Travis Flood, Commissioner
Ben Salter, Commissioner
Mark Sehorn, Commissioner
Bob Weaver, Commissioner**

**From: Bonnie A. Wilson, CM
Airport Manager**

Date: July 20, 2020

Subject: Award and Execute a Contract for Construction to Clean and Seal Joints and Cracks, Seal Coat, and Re-mark Runway 17-35 and Parallel Taxiway Shawnee Regional Airport

Nature of Request:

Authorize staff to award and execute a contract for construction to clean and seal joints and cracks, seal coat, and re-mark runway 17-35 (AIP Project No.: 3-40-0088-020-2020) and parallel taxiway (AIP Project No.: 3-40-0088-019-2020) to the apparent low bidder, American Road Maintenance in the amount of five-hundred-twenty-thousand-three-hundred-forty-three dollars and seventy-five cents (\$520,343.75), contingent on receipt of all anticipated grant funding.

Staff Analysis and Considerations:

- At the April 18, 2020 Regular Meeting, the Shawnee Airport Authority authorized staff to accept and execute Corona Virus Aid, Relief and Economic Security Act (CARES Act), Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant offers in support of current airfield rehabilitation projects at the Shawnee Regional Airport.
- At the May 18, 2020 Regular Meeting of the Shawnee Airport Authority authorized staff to publish an advertisement for Request for Bids/Invitation to Bid on runway and taxiway rehabilitation at Shawnee Regional Airport (SNL).
- At the June 15, 2020, regular meeting, the Shawnee Airport Authority considered the four bids received.

The apparent low bidder, American Road Maintenance, Inc. an Illinois corporation headquartered in Tucson, Arizona, submitted the following bids:

Base Bid 1	\$ 331,225.00
Base Bid 1 Alternate 3	\$ 96,575.00
Base Bid 2	\$ 44,825.00
<u>Base Bid 2 Alternate 3</u>	<u>\$ 47,718.75</u>
Total	\$ 520,343.75

The project engineer H.W. Lochner Engineering completed a review of the bid submission and recommends award of the contract to American Road Maintenance. (See attached.)

Staff received and executed two of the three AIP grants offered to support the project; the third is pending.

Recommendation

The Shawnee Airport Advisory Board recommends the Shawnee Airport Authority authorize the City Manager to award the contract for construction to the apparent low bidder, and to execute the contract contingent on receipt of the third and final grant.

Budget Consideration:

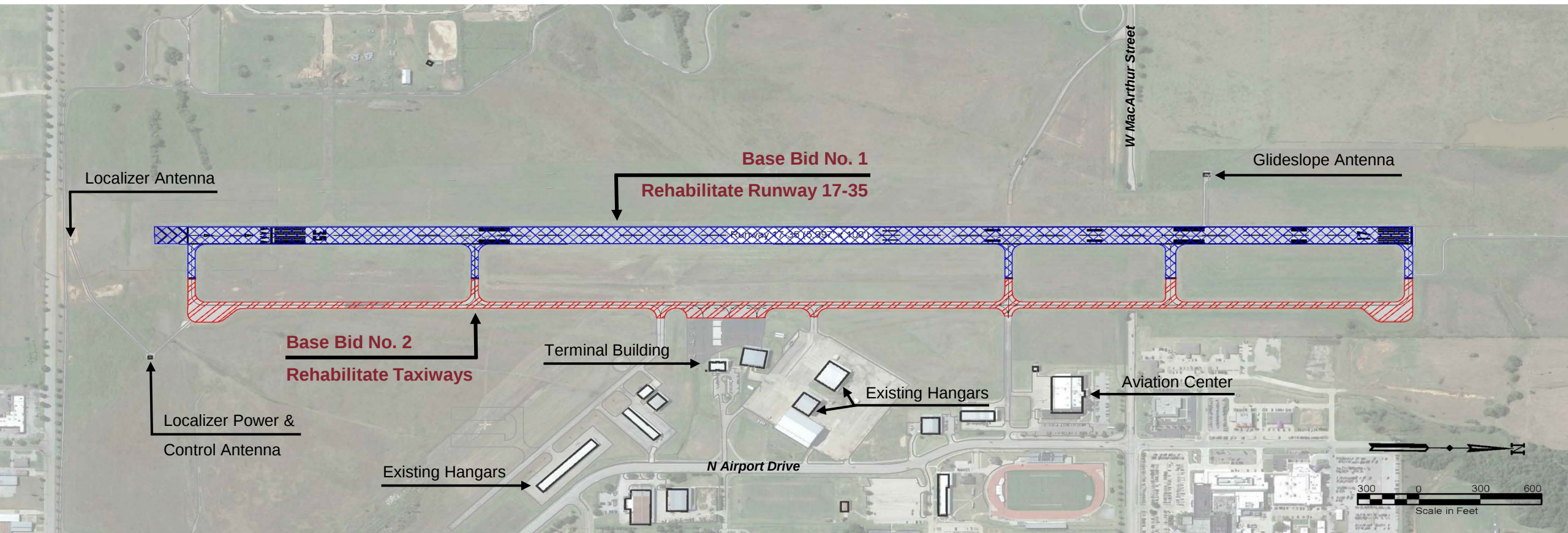
Proposed Funding Based on Receipt of Grant Applications Contracted Engineering, Construction Bid, Intendent Fee Assessment and Administrative Costs

Taxiway	Contracted Engineering and Bid Prices	FY 2020 AIP Entitlement Grant	Sponsor Portion Paid Via CARES Act	CARES Act Stimulus Grant	SNL Capital Funds
Engineering	\$ 80,250	\$ 72,225	\$ 8,025	\$ -	\$ -
Construction	\$ 92,543	\$ 83,288	\$ 9,255	\$ -	\$ -
Total	\$ 172,793	\$ 155,513	\$ 17,280	\$ -	\$ -
Runway	Contracted Engineering and Bid Prices	FY 2020 AIP Entitlement Grant	Special AIP Discretionary FY 2019	CARES Act Stimulus Grant	SNL Capital Funds
Independent Fee Assessment/ Administrative Costs	\$ 3,277	\$ -	\$ 2,949	\$ -	\$ 328
Engineering	\$ 187,250	\$ -	\$ 168,525	\$ -	\$ 18,725
Construction	\$ 427,800	\$ -	\$ 385,020	\$ 30,000	\$ 12,780
Total	\$ 618,327	\$ -	\$ 556,494	\$ 30,000	\$ 31,833

An aerial photograph of the Shawnee Regional Airport. A light blue highlighted area, labeled 'Base Bid 1', runs diagonally across the upper left portion of the image, representing a runway. A dark red highlighted area, labeled 'Base Bid 2', follows the edge of the blue area and curves around several large hangars and parking lots in the center-right of the image, representing a taxiway. The background shows green fields and some residential or commercial buildings in the distance.

Shawnee Regional Airport Runway and Taxiway Rehabilitation

Project Overview



Summary of Contractor Bids

Base Bid No. 1

Clean & Seal Joints & Cracks, Seal Coat, & Re-Mark Runway 17-35

	Base Bid w/ Alternate 1 P-631 Seal Coat	Base Bid w/ Alternate 2 P-629 Seal Coat	Base Bid w/ Alternate 3 P-608 Seal Coat
American Road Maintenance	N/A	N/A	\$427,800
Tri City Seal Co.	\$459,606	N/A	N/A
JLT Contracting	\$540,248	\$745,672	\$569,552

Base Bid No. 2

Clean & Seal Joints & Cracks, Seal Coat, & Re-Mark Parallel Taxiway

	Base Bid w/ Alternate 1 P-631 Seal Coat	Base Bid w/ Alternate 2 P-629 Seal Coat	Base Bid w/ Alternate 3 P-608 Seal Coat
American Road Maintenance	N/A	N/A	\$92,544
Tri City Seal Co.	\$127,475	N/A	N/A
JLT Contracting	\$241,923	\$323,999	\$259,102

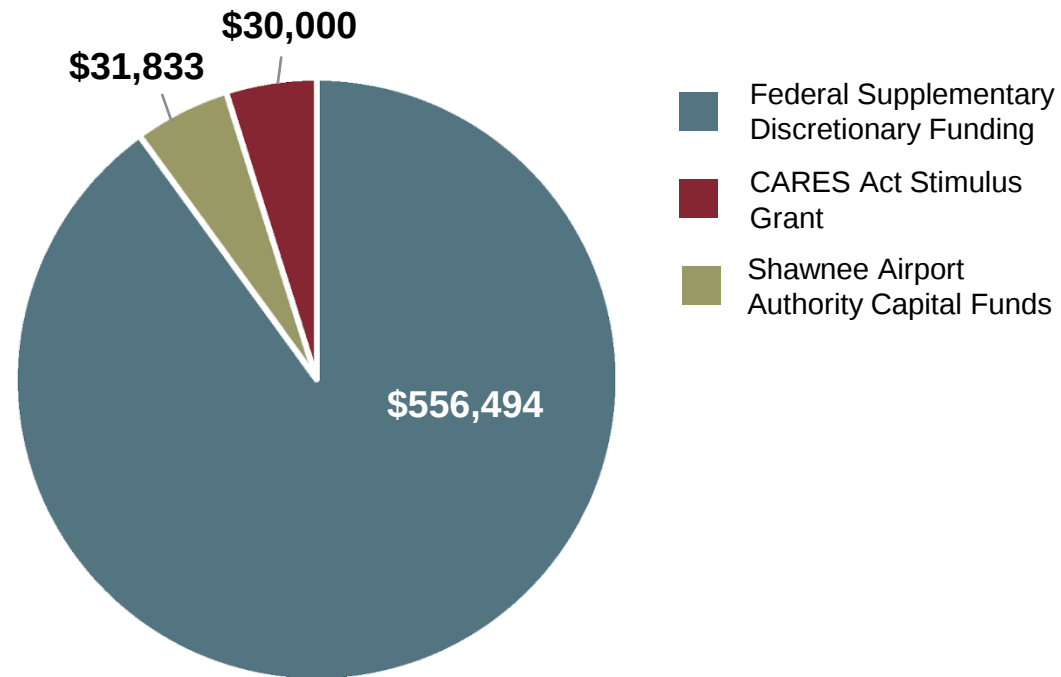
References Checked: Previous airport work in California, New Mexico, Colorado, Illinois verified

DBE Subcontractors Verified: GCA Engineers, Inc. (Survey) & Del Services Group dba Central Maintenance Supply (Materials)

Project Funding

Runway Rehabilitation Project

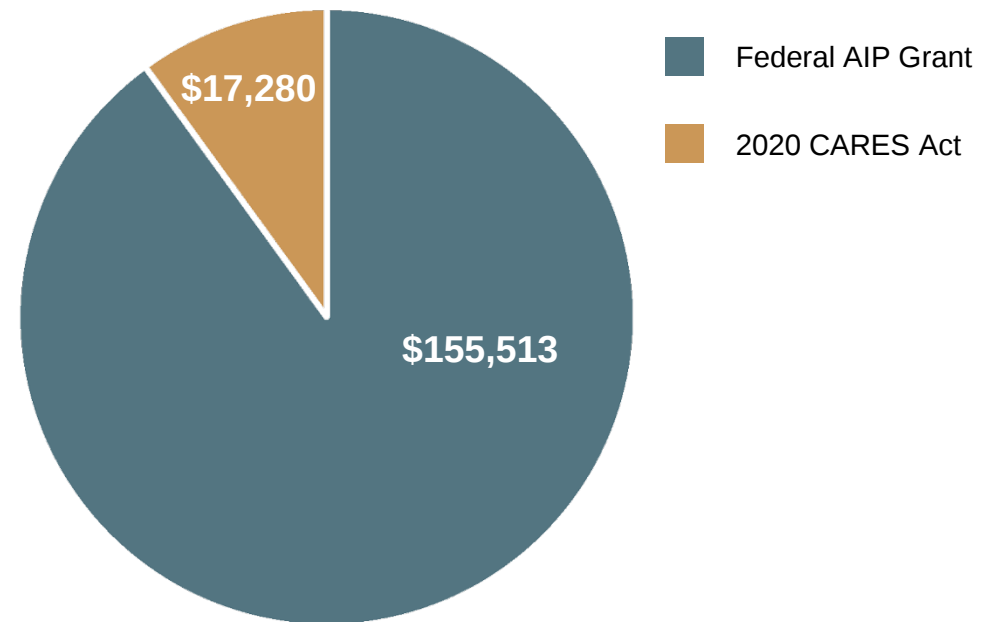
AIP 3-40-0088-020-2020



Total Grant Amount: \$618,327

Taxiway Rehabilitation Project

AIP 3-40-0088-019-2020



Total Grant Amount: \$172,793

SECTION 1

NOTICE TO BIDDERS

**SHAWNEE AIRPORT AUTHORITY ON BEHALF OF
THE CITY OF SHAWNEE, OKLAHOMA
SHAWNEE REGIONAL AIRPORT**

FAA AIP PROJECT NO. 3-40-0088-020-2020

FAA AIP PROJECT NO. 3-40-0088-019-2020

Sealed bids subject to the conditions and provisions presented herein will be received in the City Clerk's office until **3:00 pm CDT on Monday, June 15, 2020**, and then publicly opened and read at **6:00 pm CDT on Monday, June 15, 2020 at Shawnee City Hall, 16 West 9th St., Shawnee, Oklahoma 74801**, for furnishing all labor, materials and equipment and performing all work necessary to:

Base Bid No. 1: Clean and Seal Joints and Cracks, Seal Coat and Re-Mark Runway 17-35

Base Bid No. 2: Clean and Seal Joints and Cracks, Seal Coat and Re-Mark Parallel Taxiway

Plans and Specifications are on file and may be examined at the office of the City Clerk, 16 West 9th St., Shawnee, Oklahoma 74801 and at the office of the Consulting Engineers, H.W. Lochner, Inc., 13439 Broadway Ext., Suite 101, Oklahoma City, OK 73114. Questions concerning the Plans and Specifications for this project should be directed to **Kirk Evans, PE** at H.W. Lochner's Office in Oklahoma City, Oklahoma at (405) 418-5881.

A complete set of bid documents may be obtained from the Consulting Engineer, **Lochner**, by calling (405) 418-5881 or by emailing dmegna@hwlochner.com and requesting a set for a fee of (\$20.) **None of the charge will be refunded.** Bid documents will be provided electronically in Adobe Acrobat® PDF format accessible with Adobe Reader®. The bidder will be responsible for acquiring, copying and distributing bidding documents (plans and specifications) necessary to bid and construct the project. Lochner will not provide hard copies of the document.

All bidders submitting a bid **must** obtain an electronic set of bidding documents from Lochner to submit a valid bid. Any proposal submitted that was obtained from an outside source other than Lochner will be considered an irregular proposal and will be eligible for rejection. When the bidder purchases a set of bid documents, the bidder will be placed on the plan holder's list which is necessary to supply bidders of any addenda that may be issued for the project. When orders for a set of bid documents are received, a link from which the documents can be downloaded will be emailed to the bidder. The bidder will be responsible for downloading, printing and distributing the documents to suppliers and subcontractors.

A prebid video teleconference for this project will be held at **3:00 pm CDT on Monday, June 8, 2020**. No onsite meeting will take place. Instructions for joining the pre-bid meeting are shown below:

Audio Only by Phone

Phone Number: 1 (872) 239-6224

Conference ID: 884 828 022#

Video and Audio

Microsoft Teams App or Web Browser Access

Contact Lochner's office by phone at (405) 418-5881 or by email at dmegna@hwlochner.com, and a hyperlink for direct access to the meeting will be emailed.

When a set of bid documents is ordered through Lochner, a direct link and the phone number for accessing the pre-bid meeting will both be included when the documents are sent to the bidder.

Contract Work Items: This project will involve the following work items and estimated quantities. Prospective bidders are hereby advised that the quantities indicated herein are approximate and are subject to change.

ITEM NO.	SPEC.	ITEM DESCRIPTION	QTY.	UNIT
FAA AIP PROJECT NO. 3-40-0088-020-2020				
BASE BID NO. 1				
Clean and Seal Joints and Cracks, Seal Coat and Re-Mark Runway 17-35				
1	TEMP	Temporary Marking & Barricades	1	L.S.
2	C-105	Mobilization	1	L.S.
3	P-101	Pavement Marking Removal	133,600	S.F.
4	P-101	Clean and Seal Joints and Cracks $\leq$ 1"	56,300	L.F.
5	P-101	Clean and Seal Joints and Cracks $>$ 1"	1,750	L.F.
6	P-620	Temporary Non-Reflectorized Pavement Marking	41,675	S.F.
7	P-620	White Reflectorized Pavement Marking	83,900	S.F.
8	P-620	Yellow Reflectorized Pavement Marking	3,650	S.F.
9	P-620	Black Non-Reflectorized Pavement Marking	20,600	S.F.

BASE BID NO. 1 - ALTERNATE NO. 1				
Alternate Seal Coat Material (P-631)				
1	P-631	Refined Coal Tar Emulsion with Additives for Slurry Coat	73,260	S.Y.
2	P-631	Runway Friction Testing (P-631)	1	L.S.

BASE BID NO. 1 - ALTERNATE NO. 2				
Alternate Seal Coat Material (P-629)				
1	P-629	Thermoplastic Coal Tar Emulsion Micro-Surface Type B	73,260	S.Y.

BASE BID NO. 1 - ALTERNATE NO. 3				
Alternate Seal Coat Material (P-608)				
1	P-608	Asphalt Surface Treatment	73,260	S.Y.
2	P-608	Runway Friction Testing (P-608)	1	L.S.

ITEM NO.	SPEC.	ITEM DESCRIPTION	QTY.	UNIT
FAA AIP PROJECT NO. 3-40-0088-019-2020				
BASE BID NO. 2				
Clean and Seal Joints and Cracks, Seal Coat and Re-Mark Parallel Taxiway				
1	TEMP	Temporary Marking & Barricades	1	L.S.
2	C-105	Mobilization	1	L.S.
3	P-101	Pavement Marking Removal	5,650	S.F.
4	P-101	Clean and Seal Joints and Cracks $\leq$ 1"	15,300	L.F.
5	P-101	Clean and Seal Joints and Cracks $>$ 1"	570	L.F.
6	P-620	Yellow Reflectorized Pavement Marking	4,650	S.F.
7	P-620	Black Non-Reflectorized Pavement Marking	8,950	S.F.

BASE BID NO. 2 - ALTERNATE NO. 1				
Alternate Seal Coat Material (P-631)				
1	P-631	Refined Coal Tar Emulsion with Additives for Slurry Coat	38,175	S.Y.

BASE BID NO. 2 - ALTERNATE NO. 2				
Alternate Seal Coat Material (P-629)				
1	P-629	Thermoplastic Coal Tar Emulsion Micro-Surface Type B	38,175	S.Y.

BASE BID NO. 2 - ALTERNATE NO. 3				
Alternate Seal Coat Material (P-608)				
1	P-608	Asphalt Surface Treatment	38,175	S.Y.

Contract Time

The owner has established a contract performance time of **twenty-five (25) calendar days for Base Bid No. 1 and thirty-eight (38) calendar days for Base Bid No. 2.** from the date of the Notice-to-Proceed. All project work shall be substantially completed within the stated timeframe. This project is subject to liquidated damages as prescribed within the project manual in the Proposal Section.

Bid Security

Each proposal must be accompanied by a bid guaranty in the amount of five (5) percent of the total amount of the bid. The bid guaranty may be by certified check or bid bond made payable to **the City of Shawnee, Oklahoma.**

Bonding Requirements

The successful bidder will be required to furnish separate performance, payment, and maintenance bonds each in the amount equal to 100% of the contract price at the time of contract execution.

Award of Contract

All proposals submitted in accordance with the instructions presented herein will be subject to evaluation. Bids may be held by the **City of Shawnee** for a period not to exceed **ninety (90) calendar days** from the date of the bid opening for the purpose of conducting the bid evaluation.

Award of contract will be based on the lowest aggregate sum of both base bids and/or chosen alternate submitted from those bidders that are confirmed as being responsive and responsible. The right is reserved, as the City of Shawnee may require, to reject any and all bids and to waive any informalities in the bids received.

Award of contract is contingent upon the owner receiving Federal funding assistance under the Airport Improvement Program.

Federal Provisions

This project is subject, but not limited, to the following Federal provisions, statutes and regulations. Reference Section 4 Supplementary Provisions for a complete list of applicable provisions.

Equal Opportunity Clause and Specifications – Reference 41 CFR § 60-1.4, Executive Order 11246: The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth within the supplementary provisions. The successful Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.

Affirmative Action Requirement – Reference 41 CFR part 60-4, Executive Order 11246:

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth within the Supplementary Provisions.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables:

Goals for minority participation for each trade: **10.2%**

Goals for female participation in each trade: **6.9%**

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **Oklahoma, Pottawatomie County, City of Shawnee, Shawnee Regional Airport.**

Nonsegregated Facilities Requirement – Reference 41 CFR § 60-1.8:
Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Disadvantaged Business Enterprise – Reference 49 CFR Part 26: The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contracts. In accordance with 49 CFR Part 26.45, the sponsor has established a contract goal of **0.00% Race Neutral and 6.22% Race Conscious participation for a total goal of 6.22%** percent participation for small business concerns owned and controlled by certified socially and economically disadvantaged enterprise (DBE). The bidder shall make and document good faith efforts, as defined in Appendix A of 49 CFR Part 26, to meet this established goal. **The bidder shall complete the Disadvantaged Business Enterprise forms (DBE-1 to DBE-4) regardless of the DBE goal if a DBE firm is to be utilized on the project.**

Davis-Bacon Requirements – Reference 2 CFR § 200 Appendix II(D): The Contractor is required to comply with wage and labor provisions and to pay minimum wages in accordance with the current schedule of wage rates established by the United States Department of Labor.

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

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

Trade Restriction – Reference 49 CFR Part 30: The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Buy American Preference – Reference 49 USC § 50101:

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Additional Provisions

Modification to the project documents may only be made by written addendum by the Owner or Owner's authorized Representative.

The Proposal must be made on the forms provided within the electronic project manual issued by Lochner. Any proposal submitted that was obtained from an outside source other than Lochner will be considered an irregular proposal and will be eligible for rejection. Bidders must supply all required information prior to the time of the bid opening.

Submittal of Proposals

Additional information and instructions for submittal of a proposal are provided within the Instructions-to-Bidders.

Notice to Bidders List

Company	Email
South Central Content	content@constructconnect.com
Bid News	project@bidnews.com
Autry Technology Center	dtoland@autrytech.edu
E Plan	eplan@eplanbidding.com
Southwest Construction News	planroom@swcnews.com
Blue Book	ddempsey@thebluebook.com
Libra Electric	sales@libraelectric.net
Wise Electric	ryan@wiseelectricco.com wiseelectric@yahoo.com
Altus Sand and Gravel	asandg@sbcglobal.net
Time Striping	brian@timestriping.com
Kline Mechanical	bwklinemach@yahoo.com
Caswell Construction	allen@caswellconst.com
Cedar Ridge	cedarridgegc.chris@att.net cgcllcok@yahoo.com
Circle C Paving	chad@circlecpaving.com
Robinson Construction	chad.robinsonconst@gmail.com
Circle S	circles@htswireless.com
Contech	alight@contechinc.net
Carnahan White	dean@carnahanwhite.com
Downey Contracting	rmorris@downeycontracting.com
American Fence	graham@americanfenceok.com
GPC	jsylvester@gpcok.com
Atlas Asphalt	harvey Sparks@atlasasphaltok.com
PRS	prsjim@aol.com prsjim@gmail.com
Grip Flex / Ameriseal	jbecker@grip-flex.com
Meridian Construction	k.irby@meridiancon.net keystone@olp.net
Site Solutions	kris@sitesolutionsok.com jjones@provalue.net
Markwell Paving	darrell@markwellpaving.com
Maxwell Asphalt	contact@maxwellasphalt.com rob@maxwellasphalt.com
Redlands Contracting	chris.redlands@yahoo.com
Rudy Construction	ppratt@rudyconstruction.com
Glover Construction	jobcost@gloverai.com
Bishop Construction	bishopconstruction@sbcglobal.net
Sherwood	kylec@sherwoodoklahoma.com
Silverstar Construction	aaronp@silverstarconst.com
JLT Contracting	wassont@sbcglobal.net
Silverstar Construction	terrim@silverstarconst.com
Mitchell GC	tim@mitchellgc.com
Robinson Fence	tmowry@robinsonfence.com
Austin Paving	austinpaving@aol.com
Trent Construction	blaine@trentconstruction.com
Tri-City Seal Co., Inc.	jayson.dedmon@gmail.com
TTK Construction	mikemartin@ttkconstruction.com
Hydro Blasting	HB@hydro-blasting.com
RFB Construction	sap@rfbconstructionco.com
Hi-Lite Airfield Services	dennish@hi-lite.com
A-Tech Paving	bids@atechpaving.com
Brandon English-620-260-0602	Benglish118@yahoo.com
GCC Enterprise	tmcDonald@gccenterprise.com
Third Generation Electric	daniel@tgetulsa.com
MacHill Construction Co. (GC)	casonhill@machillconstruction.com
Ellsworth Construction	jeremy@ellsworthinc.com
Struckel Electric	strukelinc@ckt.net
Custom Pavement	julie@custompavement.com
Hutton, Inc.	codylcrow@yahoo.com
On plan holders list and Pre Bid Sign In Sheet	
Tri-City Seal Co., Inc.	rherrick.tcs@gmail.com
Vance Bros., Inc.	aswell@vancebrothers.com
Gee Asphalt Systems.,	skukuzke@geeasphalt.com
Custom Pavement	brian@custompavemetn.com
Tri-City Seal Co., Inc.	rob@pldi.net

PLANHOLDERS LIST

Project: The **Shawnee Regional Airport** - The work shall consist of **Clean and Seal Joints and Cracks, Seal Coat and Re-Mark Runway 17-35 & Parallel Taxiway**

BID OPENING: Sealed Bids, addressed to the **City Clerk, Shawnee City Hall, 16 West 9th St., Shawnee, Oklahoma 74801**, will be received until **Monday, June 15, 2020 at 3:00 pm CDT**. Each sealed bid shall be identified in the upper left hand corner as follows: Bid of: (Name and address of Contractor) for construction improvements at the **Shawnee Regional Airport, AIP Project No. 3-40-0088-019-2020 & 3-40-0088-020-2020** to be opened at **6:00 pm CDT on Monday, June 15, 2020 at the Shawnee City Hall, 16 West 9th St., Shawnee, Oklahoma 74801**.

A **prebid teleconference** for this project will be held at **3:00 pm CDT on Monday, June 8, 2020**. No onsite meeting will take place.

DEPOSIT FOR PLANS AND SPECIFICATIONS:

\$20.00 – Non-Refundable

Lochner Job Number: **15710**

NAME AND ADDRESS OF PLANHOLDERS	SET NO.	DATE ORDERED	DATE EMAILED	PAYMENT RECEIVED	ADDENDUMS SENT	ACKNOWLEDGEMENT RECEIVED	TELEPHONE AND FAX NUMBERS
Lochner 13439 Broadway Ext. #101 Oklahoma City, OK 73114	1	N/A	N/A	NO CHARGE			Phone: (405) 418-5886 Patrick Barnas, PE pbarnas@hwlochner.com
City of Shawnee, Oklahoma 16 West 9th St. Shawnee, Oklahoma 74801	2	N/A	N/A	NO CHARGE			Phone: (405) 878-1604 City Clerk
Oklahoma Aeronautics Commission 110 North Robinson Ave., Suite 200 Oklahoma City, OK 73102	3	N/A	N/A	NO CHARGE			Phone: (405) 604-6904 Ben Naghavi, Airport Engineer BNaghavi@oac.ok.gov
Construct Connect 3825 Edwards Rd, Ste 800 Cincinnati, OH 45209	4	5/26/20	5/26/20	\$20 check #139246			Phone: (323) 602-5079 Lea Carilla Lea.carilla@constructconnect.com
ePlan 1400 Forum Blvd. Suite 7B Columbia, MO 65203	5	5/26/20	5/27/20	\$20 check #13287			Phone: (573) 447-7130 John Noll eplan@eplanbidding.com
JLT Contracting, LLC PO Box 81 Cushing, OK 74023	6	5/26/20	5/27/20	\$20 check #8359			Phone: (918) 225-2242 Tammy Wasson wassont@sbcglobal.net
Custom Pavement 2805 Co-Op Drive Van Buren, AR 72956	7	5/28/20	5/28/20	\$20 check #4783			Phone: (479) 262-6160 ext. 1 Julie Becker julie@custompavement.com
Tri City Seal Co., Inc.	8	5/29/20	5/29/20				Phone: (405) 381-4051 Rick Herrick Rherrick.tcs@gmail.com
Vance Bros., Inc. 5201 Brighton, PO Box 300107 Kansas City, MO 64130-0107	9	5/29/20	5/29/20	\$20 check #00309216			Phone: (816) 923-4325 Ext. 271 Arthur Sewell asewell@vancebrothers.com
Gee Asphalt Systems, Inc. 4715 6 th St, SW Cedar Rapids, IA 52404	10	6/4/20	6/5/20				Phone: () Shaun Kukuzke skukuzke@geeasphalt.com

**SHAWNEE AIRPORT AUTHORITY ON BEHALF OF
THE CITY OF SHAWNEE, OKLAHOMA
SHAWNEE REGIONAL AIRPORT
June 15, 2020**

**Runway 17-35 Rehabilitation
FAA AIP PROJECT NO. 3-40-0088-020-2020 (Base Bid 1 and Alternates)**

**Taxiway System Rehabilitation
FAA AIP PROJECT NO. 3-40-0088-019-2020 (Base Bid 2 and Alternates)**

Bidder	Base 1	Base 1 Alt -1	Base1 Alt -2	Base1 Alt -3	Base 2	Base 2 Alt-1	Base 2 Alt-2	Base 2 Alt-3
American Road Maintenance	\$331,225	\$ /	\$ /	\$ 96,575	\$44,825	\$ /	\$ /	\$ 47,718.75
Tri City Seal Co., Inc.	\$358,367.30	\$101,238	\$ /	\$ /	\$77,847	\$49,627.50	\$ /	\$ /
JLT Contracting, LLC	\$381,752.75	\$208,495	\$413,919	\$237,799	\$108,310	\$133,612	\$215,688.75	\$150,791.25
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$

Recommendation to Award a contract will be based on the **lowest aggregate sum** of both base bids and/or chosen alternate from those bidders that are confirmed as being responsive and responsible. The right is reserved, as the Shawnee Airport Authority may require, to reject any and all bids and waive any informalities in the bids received.

Award of contract is contingent upon the Shawnee Airport Authority on behalf of the City of Shawnee receiving federal funding assistance under the Federal Aviation Administration Airport Improvement program.