

AGENDA
SHAWNEE AIRPORT AUTHORITY
June 20, 2022 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the public body may refer the matter to Staff or back to Committee or the recommending body. Under certain circumstances, items are deferred to a future date or stricken from the agenda entirely.

CALL TO ORDER

DECLARATION OF A QUORUM

1. Consider approval of Consent Agenda:
 - a. Minutes from the June 6, 2022 regular meeting.
 - b. Acknowledge the Airport Advisory Board Minutes from the May 18, 2022 regular meeting.
2. Consideration of approval of the Shawnee Airport Authority budget for Fiscal Year 2022-2023.
3. Consideration of a resolution adopting the budget for the Shawnee Airport Authority for the period of July 1, 2022 through June 30, 2023 finding all things requisite and necessary have been done in preparation and presentation of budget.
4. Consideration of a resolution accepting a grant offer from the U.S. Department of Transportation Federal Aviation Administration (FAA) for the Improve Drainage Project No. 3-40-0088-024-2022 for the Shawnee Regional Airport.
5. Consideration of a proposal to provide Design Engineering Services in support of Federal Aviation Administration (FAA) Airport Improvement Program for Improve Drainage Project No. 3-40-0088-024-2022.
6. New Business

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

Respectfully submitted,

Lisa Lasyone, CMC, City Clerk

The City of Shawnee encourages participation from its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting and necessary accommodations will be made. (ADA 28 CFR/36)

Shawnee Airport Authority

1. a.

Meeting Date: 06/20/2022

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the June 6, 2022 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, JUNE 6, 2022, DURING THE BOARD OF CITY COMMISSIONER MEETING AT 6:00 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW AT 6:55 P.M. ON JUNE 2, 2022. UPON ROLL CALL, A QUORUM WAS DECLARED WITH THE FOLLOWING MEMBERS IN ATTENDANCE:

PRESENT: Matthews, Engles, Flood, Bolt, Rutherford, Sehorn, Salter,
ABSENT: None

Call to Order
Declaration of a Quorum

AGENDA ITEM NO. 1: Consider approval of Consent Agenda:

- a. Minutes from the May 16, 2022 regular meeting.
- b. Acknowledge the Airport Advisory Board Minutes from the April 20, 2022 regular meeting.

A motion was made by Trustee Engles, seconded by Trustee Flood, to approve Consent Agenda Item Nos. 1(a-b). Motion carried 7-0.

AYE: Engles, Flood, Bolt, Rutherford, Sehorn, Salter, Matthews
NAY: None

AGENDA ITEM NO. 2: Consideration of an Assumption and Assignment of Lease Agreement with Kelli Milette doing business as Janie's Snoball.

Bonnie Wilson, Airport Manager, explained the Assumption and Assignment of Lease will allow the current lease holder, Janie Howe doing business as Janie's Snoball, to assign the lease to a new business entity, Kelli Milette doing business as Janie's Snoball.

A motion was made by Trustee Engles, seconded by Trustee Rutherford, to approve an Assumption and Assignment of Lease Agreement with Kelli Milette doing business as Janie's Snoball. Motion carried 7-0.

AYE: Engles, Rutherford, Sehorn, Salter, Matthews, Flood, Bolt
NAY: None

AGENDA ITEM NO. 3: Consideration of a Lease Amendment with Kelli Milette doing business as Janie's Snoball.

Bonnie Wilson, Airport Manager, explained this is a companion item to Agenda Item No. 2. Approval of the proposed Lease Amendment will allow the formal update to the Lease Agreement with the new lessee information.

A motion was made by Trustee Flood, seconded by Trustee Sehorn, to approve a Lease Amendment with Kelli Milette doing business as Janie's Snoball. Motion carried 7-0.

AYE: Flood, Sehorn, Salter, Matthews, Engles, Bolt, Rutherford

NAY: None

AGENDA ITEM NO. 4:

Public hearing for the Shawnee Airport Authority
Proposed Budget for Fiscal Year 2022-2023.

Bonnie Wilson, Airport Manager, provided a brief presentation of the Shawnee Airport Authority Proposed Budget for Fiscal Year 2022-2023.

Chairman Bolt declared a public hearing in session to consider the Fiscal Year 2022-2023 budget. Mr. Harnik DerSahakian appeared in favor of the proposed budget. No one appeared against the proposed budget. The public hearing was closed.

AGENDA ITEM NO. 5:

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. 6:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (9:07 p.m.)

ED BOLT, CHAIRMAN

ATTEST:

KACIE ECK, CMC
SENIOR DEPUTY CITY CLERK

Shawnee Airport Authority

1. b.

Meeting Date: 06/20/2022

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the Airport Advisory Board Minutes from the May 18, 2022 regular meeting.

Fiscal Impact

Attachments

Minutes

**MINUTES
AIRPORT ADVISORY BOARD
MAY 18, 2022
REGULARLY SCHEDULED MEETING
2202 NORTH AIRPORT DR
SHAWNEE, OK**

AIRPORT ADVISORY BOARD MEMBERS PRESENT

Mr. John Klaser, Chairman, Mr. Barry Fogerty, Vice Chairman, Mr. Harmik Der Sahakian, Mr. Scott Lee, Mr. Randy Rogers, Mr. Blake White

OTHERS PRESENT

Mr. Matthew Lovelace, Shawnee Regional Airport Staff
Mr. Rob Morris, Citizen of Shawnee
Mr. Cody Smithson, Patriot Environmental
Ms. Bonnie Wilson, Shawnee Regional Airport Staff

I. DECLARATION OF A QUORUM

Six members of the Advisory Committee were noted as Present, the Chairman Declared a Quorum.

II. INTRODUCTION OF AIRPORT ADVISORY BOARD NOMINEES

Mr. Cody Smithson, nominee, was welcomed by the Chairman and asked to provide information on his business and airport interests.

III. CONSIDERATION AND APPROVAL OF MINUTES FROM APRIL 20, 2022, REGULAR MEETING

A copy of the Minutes was included in the meeting agenda package.

The Chairman called for a Motion to Approve the Minutes as presented.

Mr. Der Sahakian made the Motion, Mr. Rogers provided as Second.

The Chairman called the Question. Five members of the Advisory Board present approved the Motion; Mr. Lee abstained.

IV. CITIZEN COMMENTS

Mr. Morris stated his support for Agenda Item Number 5 – Discussion and Consideration Proposed Assumption and Assignment of Lease – Kelli Milette d/b/a/ Janie's Snoball.

V. DISCUSSION AND CONSIDERATION PROPOSED ASSUMPTION AND ASSIGNMENT OF LEASE - KELLI MILETTE D/B/A JANIE'S SNOBALL

Staff introduced a memo outlining the request received from Mrs. Janie Howe d/b/a Janie's Snoball to transfer the non-aeronautical lease agreement between Janie's Snoball and the Shawnee Airport Authority, to Mrs. Kelli Milette under the same terms and conditions of the existing lease agreement. Staff noted that Janie's Snoball is a long-term tenant in good standing, and that Mrs. Milette intends to continue to operate the business as a d/b/a utilizing the name Janie's Snoball. Staff noted that if the Advisory Board recommended the transfer and assumption, a draft document approving the action and an amendment to the lease document would be presented to the Shawnee Airport Authority for approval.

Mr. Lee made a motion to recommend the Shawnee Airport Authority allow the transfer and assumption of the lease agreement, and approve the execution of an associated amendment to the lease reflecting a change to the Lessee to Mrs. Kelli Milette d/b/a Janie's Snoball.

Mr. Der Sahakian provided a second to the motion.

The Chairman called the Question, and the Members of the Advisory Board present unanimously approved the Motion.

VI. DISCUSSION OF NOMINATION PROCESS AND SCHEDULING OF ELECTIONS CHAIRMAN AND VICE CHAIRMAN 2022-2024 TERM

Staff provided nomination forms and a synopsis of the nomination and election procedures in the agenda package. Members of the Advisory Board were requested to submit nominations in written form not later than May 27, 2022, to allow nominees to be notified and determine if they wish to participate in the election scheduled for June 8, 2022.

VII. DISCUSSION AND CONSIDERATION OF GRANT FUNDED CONSTRUCTION PROJECTS

Staff provided a series of capital project summaries with information related to the proposed schedule of activities, cost estimates and funding sources. The Members of the Advisory Board and guests participated in a general discussion of the scope and magnitude of the projects, prioritization of the work, and other scheduling matters. Staff responded to questions and provided clarification as requested.

VIII. DISCUSSION OF PROPOSED FISCAL YEAR 2023 BUDGET

Staff provided a copy of the Proposed Fiscal Year 2023 Shawnee Airport Authority Expense and Capital Budgets, and noted that the proposed budget would be presented to the Shawnee Airport Authority for approval June 6, 2022. Staff, the Chairman, and the Chairman of the Budget Committee responded to questions related to the proposed budget.

IX. DISCUSSION OF LEASE REVIEWS

The Chairman led a general discussion related to the matter of certain leases and agreements not currently in compliance with Shawnee Airport Authority policies. The Chairman reported on a meeting he participated in with the City Manager, Assistant City Manager, Budget Committee Chairman, and staff to discuss the leases in question and to begin to address the discrepancies.

X. STAFF REPORT

Staff provided written materials and comments on current fuel prices and their impact on sales, the status of the Fiscal Year 2022 budget, and the lack of a final determination from the FAA on the request to change airport property aeronautical to non-aeronautical land use.

XI. NEW BUSINESS

Staff noted that at the request of the City Manager's office, the "New Business" item will no longer be included on agendas as a standard item, rather the option to introduce an item as New Business should only be exercised if no other alternative is available.

XII. BOARD COMMENTS

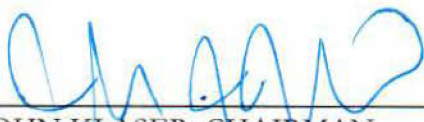
No additional comments were provided.

XIII. ADJOURNMENT

The Chairman called for a Motion to Adjourn the meeting.

Mr. Der Sahakian made a Motion to Adjourn; Mr. Lee provided a Second to the Motion.

The Chairman called the Question, and the Members of the Advisory Board present unanimously approved the Motion. The meeting was adjourned.



JOHN KLASER, CHAIRMAN

6/8/2022

DATE

ATTEST :


BONNIE A. WILSON

6/8/2022

DATE

Shawnee Airport Authority

2.

Meeting Date: 06/20/2022

Budget

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of approval of the Shawnee Airport Authority budget for Fiscal Year 2022-2023.

Fiscal Impact

Attachments

Memo

Interactive Budget



Finance

16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2022
To: Shawnee Airport Authority
From: Jacob Bussell, Assistant Finance Director
Subject: Consideration of Approval of Resolution to Adopt the Fiscal Year 2022-2023 Budget

Background: On May 16, 2022, the proposed Fiscal Year 2022-2023 Budget was presented to the City Board of Commissioners, and the budget was made available for review on the City of Shawnee website and at City Hall. On June 6, 2022, the proposed Fiscal Year 2022-2023 Budget was presented, and a formal public hearing was held.

In accordance with Title 11 of the Oklahoma Statutes, Chapter 1, Section 17, this agenda item is for consideration of a resolution to adopt the Fiscal Year 2022-2023 Budget.

Financial Impact: N/A.

Attachment: Resolution.

Staff Recommendation: Approval of resolution.

How to Navigate the City of Shawnee's Online Budget Book

This year, the City of Shawnee is again using OpenGov, which allows for an interactive experience with the City's budget, offering review by fund, by department, and by division, as well as a summary overview. Included in this guide is helpful information on how to navigate Shawnee's online budget book most easily.

It is important to note that OpenGov works best with Google Chrome.

The link below will take you to the City of Shawnee Online Budget Book.

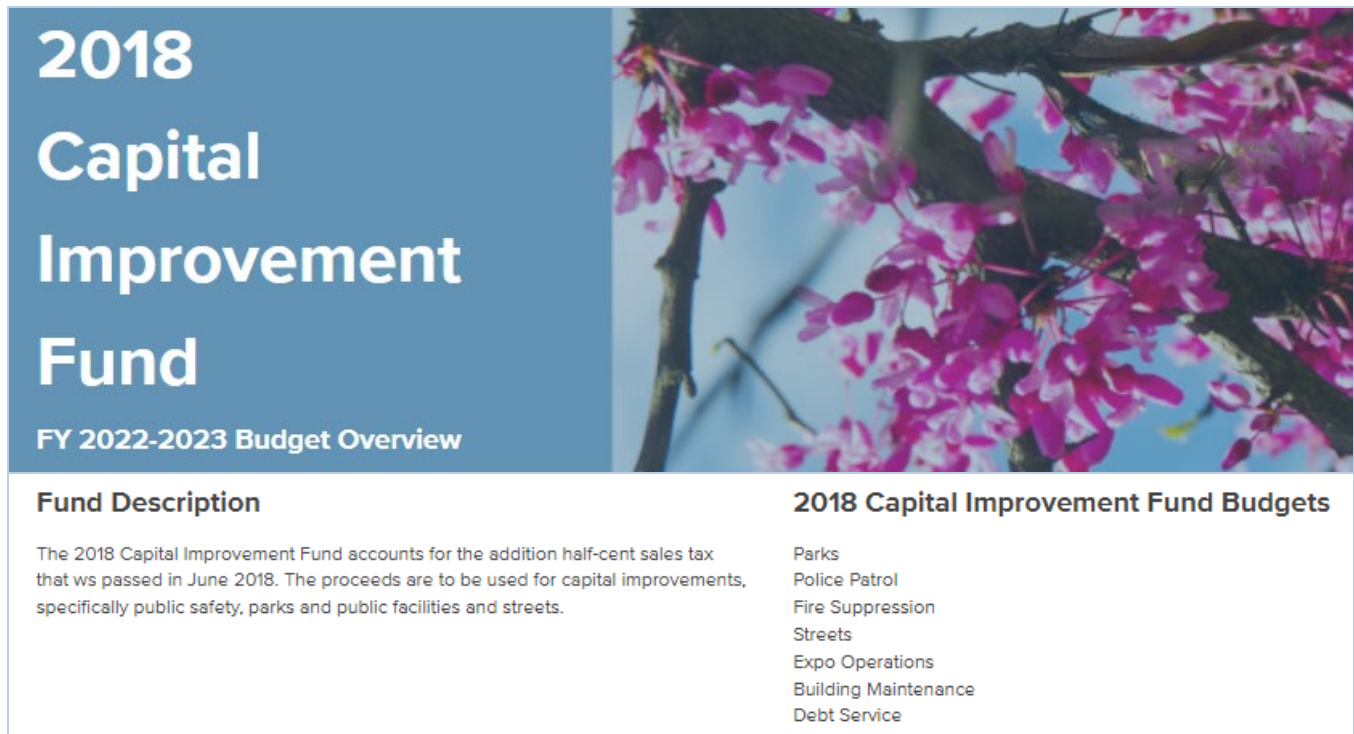
<https://stories.opengov.com/shawneeok/published/82vLZCw50>

The online Budget Book opens to the Table of Contents. This page contains all of the links to look at the budget - in summary, by fund, or by division. Simply click on the desired hyperlink and the information will populate in a new window. Also included are links to information on the City Commission as well as the City Manager's budget message.

City of Shawnee Proposed Budget Fiscal Year 2022 - 2023 		
Introduction City Vision and Mission City Commission City Manager's Message Budget Summary Part 1 Budget Summary Part 2	Budget by Department/Division City Manager City Manager City Attorney Tourism Finance Finance Information Technology Information Technology City Clerk Municipal Court City Clerk Utility Billing Human Resources Human Resources Community Development Planning CDBG Administration Police Police Administration Police Patrol Criminal Investigations Division Animal Welfare Dispatch Emergency Management Fire Fire Administration Fire Suppression Fire Training Engineering Engineering	Budget by Department/Division continued Public Works Streets Traffic Control Parks Cemetery Pool Municipal Auditorium Community Center Senior Center Library Utility Administration Lake Operations Water Production Water Distribution North Sewer Treatment Plant South Sewer Treatment Plant Sewer Collection Building Maintenance Airport Airport Non-Departmental Expo Operations Debt Service Transfers Out Economic Development Sister Cities Workers' Compensation

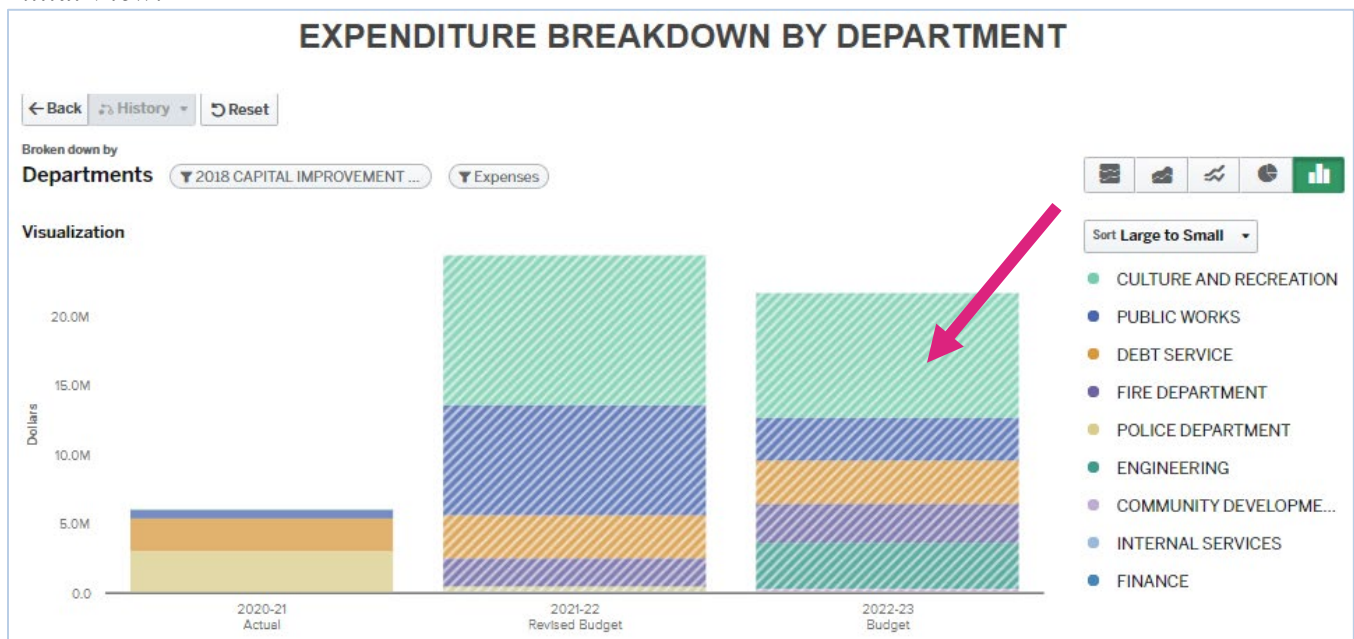
OpenGov comes with many features and additional hyperlinks are contained within the various Fund and Division pages.

In general, Fund pages show all Divisions that receive associated revenues:

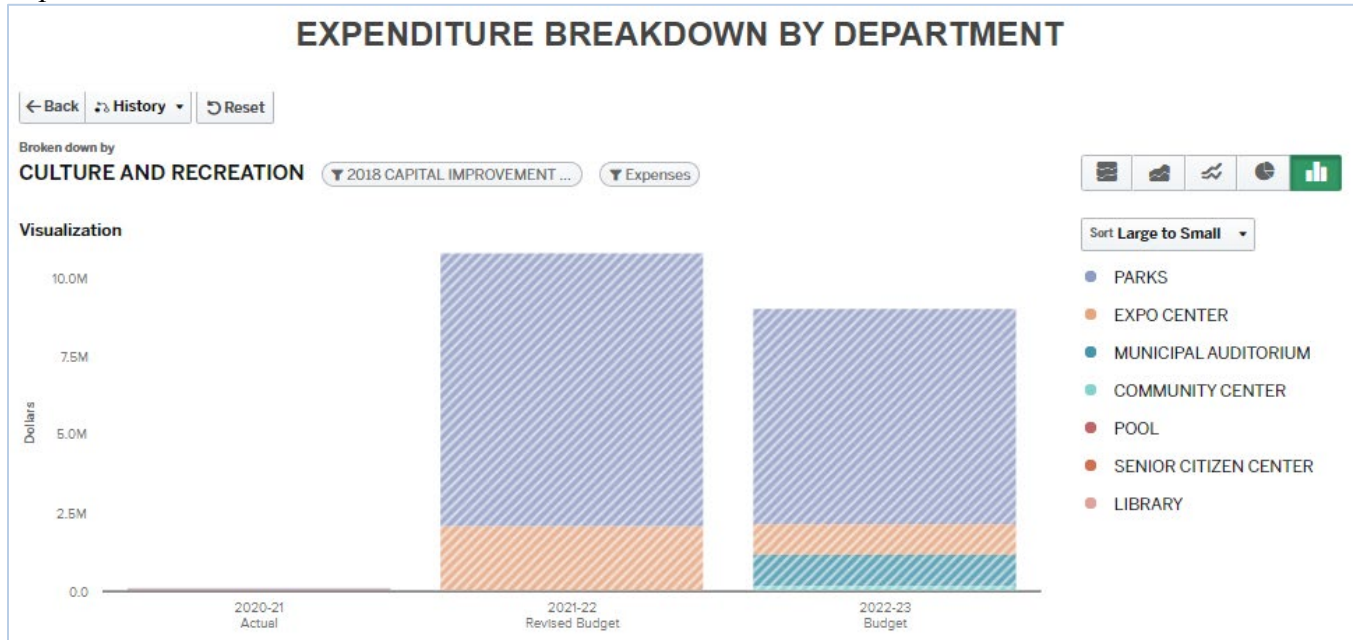


Within each page, certain graphs are dynamic and can be used to drill-down to more detailed information. For example, the 2018 Capital Improvement Fund “Expenditure Breakdown by Department” allows for the review of certain divisions, which is done by clicking on the portion of the graph which is of interest.

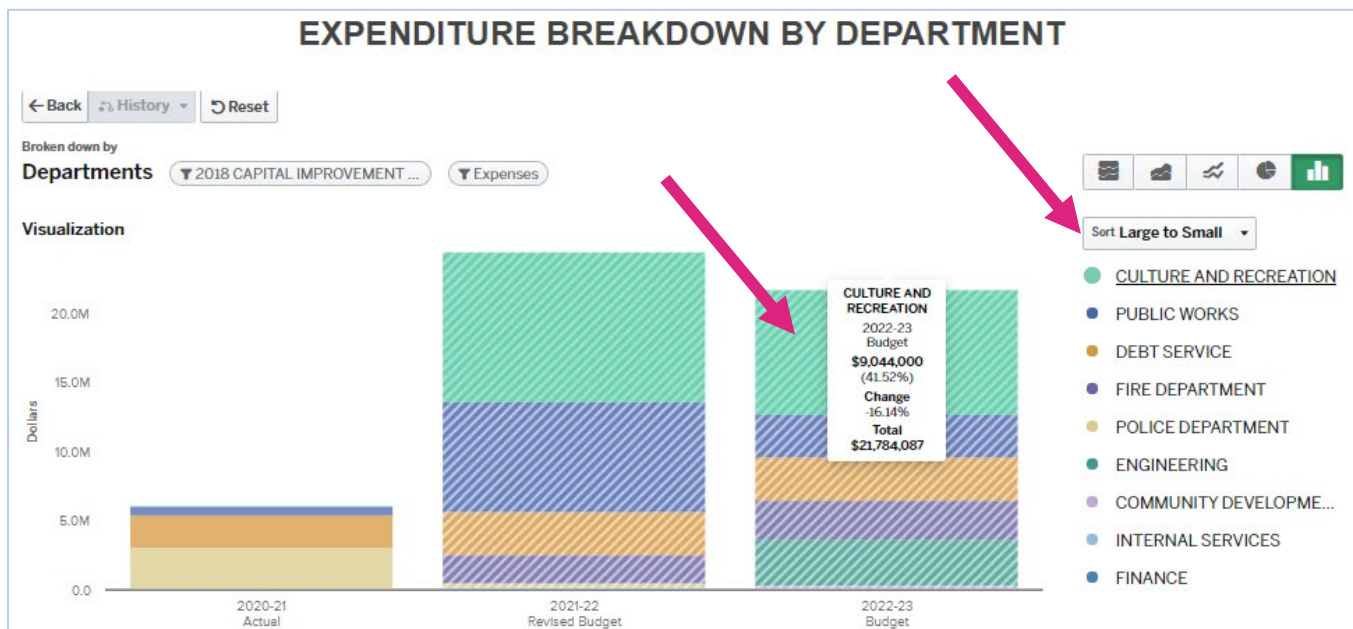
Initial View:



Department Level:



Hovering over a portion of a bar graph will also show the amount of a particular item.

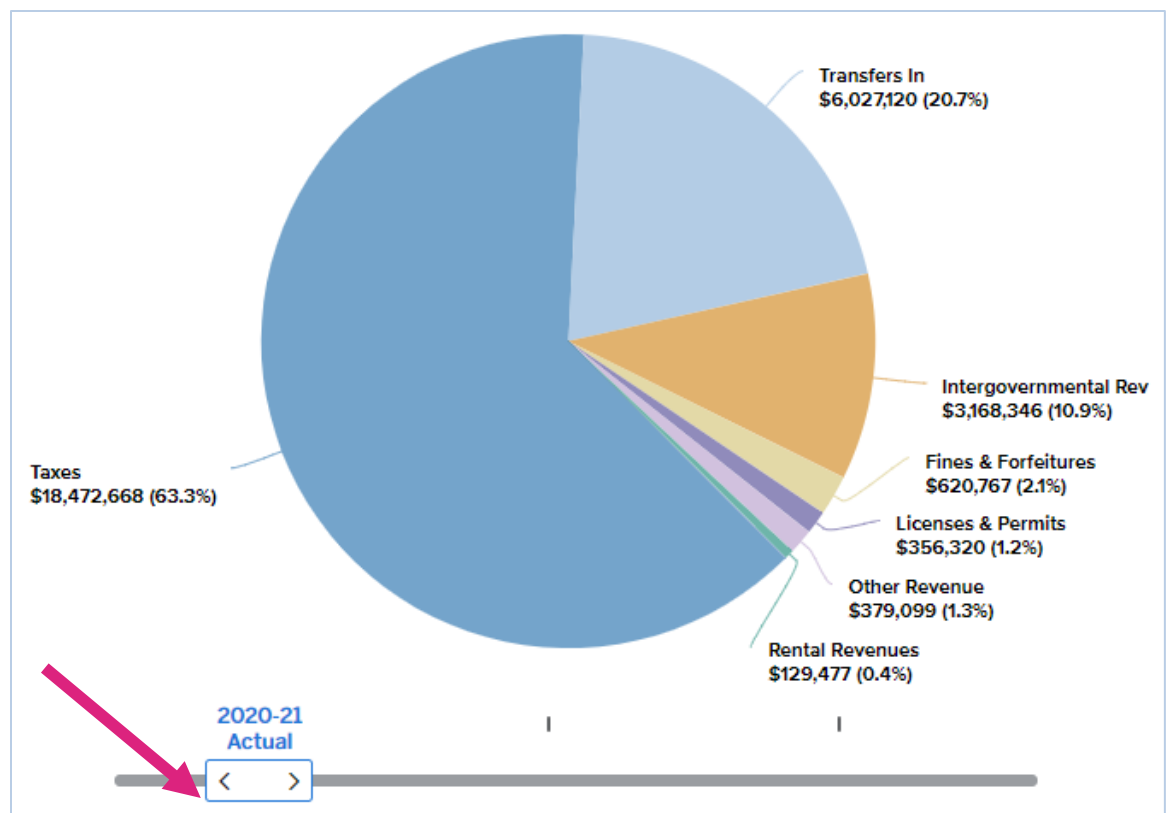
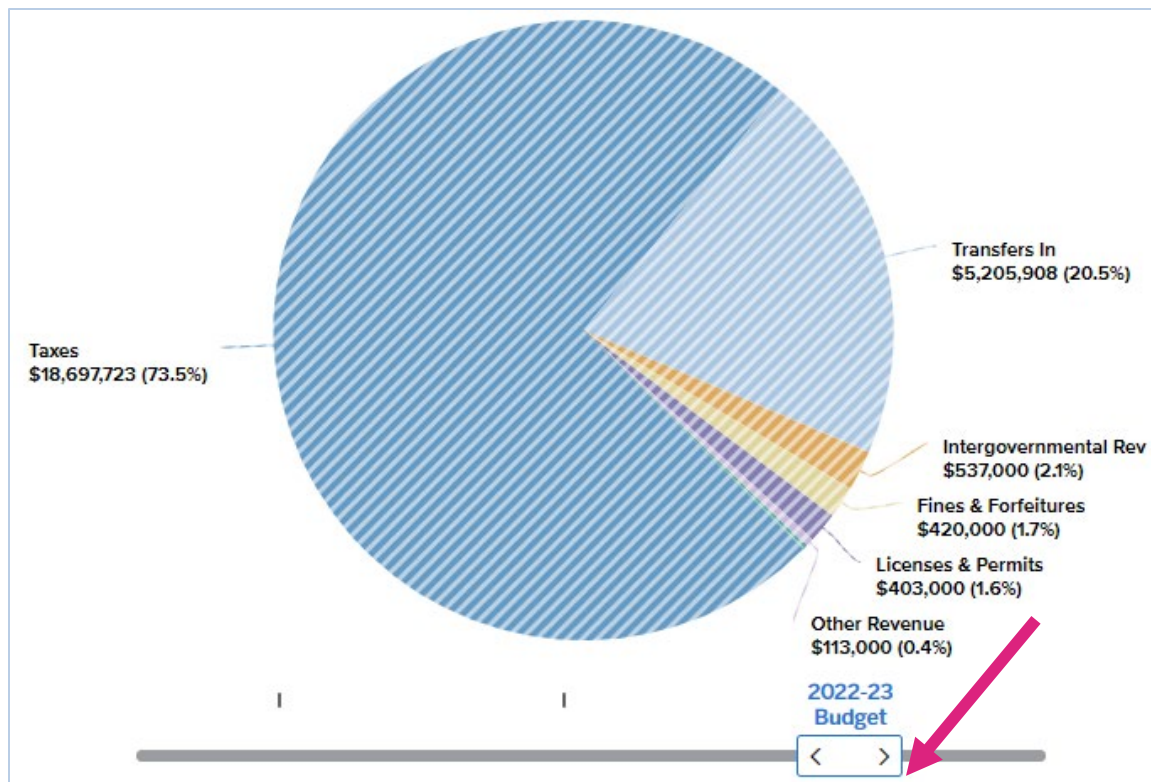


The graphs may also be sorted four different ways:

- A to Z
- Chart of Accounts
- Smallest to Largest
- Largest to Smallest

To use this feature, simply use the “Sort” dropdown on the top right-hand corner of the graph.

Additional functionality is provided within the pie charts that have a slider bar. This slider can be set to a prior year for comparison purposes.



Thank you so much for interest in the Fiscal Year 2022-2023 Budget for the City of Shawnee, Oklahoma.

Shawnee Airport Authority

3.

Meeting Date: 06/20/2022

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution adopting the budget for the Shawnee Airport Authority for the period of July 1, 2022 through June 30, 2023 finding all things requisite and necessary have been done in preparation and presentation of budget.

Fiscal Impact

Attachments

Memo

Resolution



Finance

16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2022
To: Shawnee Airport Authority
From: Jacob Bussell, Assistant Finance Director
Subject: Consideration of Approval of Resolution to Adopt the Fiscal Year 2022-2023 Budget

Background: On May 16, 2022, the proposed Fiscal Year 2022-2023 Budget was presented to the City Board of Commissioners, and the budget was made available for review on the City of Shawnee website and at City Hall. On June 6, 2022, the proposed Fiscal Year 2022-2023 Budget was presented, and a formal public hearing was held.

In accordance with Title 11 of the Oklahoma Statutes, Chapter 1, Section 17, this agenda item is for consideration of a resolution to adopt the Fiscal Year 2022-2023 Budget.

Financial Impact: N/A.

Attachment: Resolution.

Staff Recommendation: Approval of resolution.

RESOLUTION NO. SAA-2022-____

A RESOLUTION APPROVING AND ADOPTING THE BUDGET FOR SHAWNEE AIRPORT AUTHORITY, OKLAHOMA FOR THE PERIOD JULY 1, 2022 THROUGH JUNE 30, 2023 FINDING ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTATION OF SAID BUDGET.

WHEREAS, the Charter of the City of Shawnee, Oklahoma, and statutes of the State of Oklahoma, require that an annual budget be prepared and presented to the City Commission of the City of Shawnee, Oklahoma, prior to the beginning of the fiscal year of said City, and that a public hearing be held thereon prior to the adoption of said budget; and

WHEREAS, the budget for the fiscal year July 1, 2022 through June 30, 2023, has heretofore been presented to the City Commission and due deliberation had thereon, and a public hearing having been held as required by Charter and/or statute, and all comments and objections have been considered; and a public hearing was held June 6, 2022 at City Hall Commission Chambers at 16 West 9th Street, Shawnee, Oklahoma

WHEREAS, the following is a summary of the anticipated sources of revenue, and of the amounts appropriated; to wit:

511 SHAWNEE AIRPORT AUTHORITY \$1,048,368

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

THAT the budget for the SHAWNEE AIRPORT AUTHORITY, Oklahoma, now before the said City Commission for consideration, as herein above summarized, a complete copy of which is on file with the City Clerk, be, and the same is hereby adopted as the budget for the said City of Shawnee, Oklahoma, for the period of July 1, 2022 through June 30, 2023.

BE IT FURTHER RESOLVED, that the said City Commission finds, determines and declares that all things requisite and necessary to the presentation and adoption of said budget have been performed as required by Charter and/or statute.

Passed and approved this 20TH day of June, 2022

CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

SEAL
ATTEST:

ED BOLT, MAYOR

LISA LASYONE, CMC, CITY CLERK

Shawnee Airport Authority

4.

Meeting Date: 06/20/2022

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution accepting a grant offer from the U.S. Department of Transportation Federal Aviation Administration (FAA) for the Improve Drainage Project No. 3-40-0088-024-2022 for the Shawnee Regional Airport.

Fiscal Impact

Attachments

Memo

Resolution



Shawnee Regional Airport

2202 N. Airport Dr.
Shawnee, OK 74804
ShawneeOK.org

Date: June 16 , 2022
To: Shawnee Airport Authority
From: Bonnie Wilson, Airport Manager
Subject: Consideration of a resolution providing for the acceptance of a grant offer from the U.S. Department of Transportation Federal Aviation Administration (FAA), Drainage Improvement Project NO. 3-40-0088-024-2022

Background: The Federal Aviation Administration (FAA) provides grants to airports under the Airport Improvement Program (AIP). Staff has applied for a grant in the amount of \$106,200, to address 90% of the cost of engineering and design fees in support of the assessment and design phase of a project to repair and improve the airport storm drainage system.

In order to ensure timely response to the grant offer, staff is seeking authorization for the City Manager to accept and execute any grant offers received from the FAA secure funds for project.

Financial Impact: Reimbursement of up to \$106,200 in Federal Grant Revenues deposited in Shawnee Airport Authority Account - 511-41010; Other Professional Services Expense (511-5-0120-53190) of \$11,800.

Attachment: Resolution accepting a grant offer from the U.S. Department of Transportation Federal Aviation Administration (FAA) for the Improve Airport Drainage Project No. 3-40-0088-024-2022 for the Shawnee Regional Airport.

Staff Recommendations: Approval of the item.

RESOLUTION NO. SAA-2022- _____

A RESOLUTION ACCEPTING A GRANT OFFER FROM THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION (FAA) FOR THE IMPROVE AIRPORT DRAINAGE PROJECT NO. 3-40-0088-024-2022 FOR THE SHAWNEE REGIONAL AIRPORT.

WHEREAS, the U.S. Department of Transportation Federal Aviation Administration (FAA) program offers assistance to airports through its Airport Improvement Program (AIP); and

WHEREAS, the FAA will provide \$106,200.00 in AIP funds which represent ninety percent (90%) of the project cost; and

WHEREAS, the City of Shawnee will provide \$11,800.00 in local funds which represent ten percent (10%) of the project for the Shawnee Regional Airport; and

WHEREAS, the City of Shawnee has procured an Engineering firm H.W. Lochner, Inc., in accordance with FAA terms; and

WHEREAS, H.W. Lochner, Inc., will provide engineering planning services, in accordance with FAA rules and regulations; and

WHEREAS, the Federal Aviation Administration has approved the scope for a of the Improve Airport Drainage Design for the Shawnee Regional Airport, in accordance with FAA rules and regulations by way of Grant Agreement No. 3-40-0088-024-2022.

WHEREAS, the City of Shawnee has granted authority to the City Manager to sign and accept the Grant Offer from the Federal Aviation Administration in the Mayor's absence.

NOW, THEREFORE, Be It Resolved by the Shawnee Airport Authority, of the State of Oklahoma, Pottawatomie County, that the Grant Offer from the Federal Aviation Administration be hereby accepted.

Passed and approved this __ day of _____, 2022.

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Shawnee Airport Authority

5.

Meeting Date: 06/20/2022

Proposal

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a proposal to provide Design Engineering Services in support of Federal Aviation Administration (FAA) Airport Improvement Program for Improve Drainage Project No. 3-40-0088-024-2022.

Fiscal Impact

Attachments

Memo

Proposal



Shawnee Regional Airport

2202 N. Airport Dr.
Shawnee, OK 74804
ShawneeOK.org

Date: June 16 , 2022
To: Shawnee Airport Authority
From: Bonnie Wilson, Airport Manager
Subject: Consideration of a proposal to provide Design Engineering Services in support of Federal Aviation Administration Airport Improvement Program Project NO. 3-40-0088-024-2022

Background: At the July 15, 2019, Regular Meeting, the Shawnee Airport Authority accepted and approved the recommendation of staff to award a contract for general engineering services to H.W. Lochner, Inc. (Lochner) based on a review of Statements of Qualifications. Staff is seeking authorization to execute an Addendum to that agreement for professional engineering services in support of an assessment of the current airfield storm drainage system, and engineering designs for repair and improvement.

The scope of work of the amendment includes engineering services in support of the initial phase of the project including a survey and assessment of existing conditions, development of rehabilitation, and/or repair options, a detailed scope of construction work, and associated costs. Also included in the scope is the development of a construction design and work plan, preparation of a Disadvantaged Business Enterprise participation goal, preparation of bid documents, review of bids, and recommendation to award a contract for construction based on bids received.

Following the award of the construction contract, staff will work with Lochner to negotiate an additional amendment to the contract to address construction and additional grant administration services for the construction phase of the project.

Financial Impact: Reimbursement of up to \$106,200 in Federal Grant Revenues deposited in Shawnee Airport Authority Account - 511-41010; Other Professional Services Expense (511-5-0120-53190) of \$11,800.

Attachment: Task Order No. 3 Agreement for Services for Improvements to the Shawnee Regional Airport Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Project No. 3-40-0088-024-2022.

Staff Recommendations: Approval of the item.

**TASK ORDER NO. 3
AGREEMENT FOR SERVICES
FOR IMPROVEMENTS TO THE
SHAWNEE REGIONAL AIRPORT
SHAWNEE, OKLAHOMA**

F.A.A. A.I.P. PROJECT NO. 3-40-0088-024-2022 (Future)

THIS TASK ORDER NO. 3 made and entered into this _____ day of _____, 2022 by and between the Shawnee Airport Authority on behalf of the City of Shawnee, Oklahoma, with offices located at 16 W 9th St, Shawnee, OK 74801, hereinafter referred to as the "Sponsor", and H.W. Lochner, Inc. (Lochner), with offices located at 701 Cedar Lake Blvd, Suite 230, Oklahoma City, OK 73114, hereinafter called the "Consultant."

This Task Order supplements the Master On-Call Agreement, dated July 15, 2019, by adding the Design Services necessary to complete the Airport Drainage Improvements.

WITNESSETH:

WHEREAS, the Sponsor is desirous of making airport improvements, hereinafter called the "Project", at the Shawnee Regional Airport.

- Improve Airport Drainage – Rehabilitate Storm Sewer System

WHEREAS, the Sponsor has agreed to employ the Consultant to provide the engineering services required for performing designs in support of the improvements identified, as well as contract documents/technical specifications, tabulation of construction quantities, engineer's opinion of probable construction cost and project budget, bidding, and administrative services.

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES**

The Consultant, in consideration of the payment on the part of the Sponsor, will agree to perform the engineering services enumerated as follows:

The Consultant will perform surveys and visual investigations to produce construction plans, contract documents/technical specifications, tabulation of construction quantities, and engineer's opinion of probable construction costs and project budget for the Project. The Consultant will assist the Sponsor with administrative services, and coordination with the FAA and OAC. The Consultant will assist the Sponsor with advertisement for obtaining construction bids and award of the construction contract. The services required for construction administration and construction observation may be added by Supplement.

It is assumed that the existing storm pipes and structures have experienced collapse and / or failed joints, but that the sizing of the pipes and structures were originally of sufficient size to handle required flows. The design intent is to rehabilitate the existing system where failures have occurred, and neither hydraulic nor hydrologic analyses are included in the scope.

All services will be performed in accordance with good engineering practice and applicable published design criteria of the FAA, primarily the FAA Advisory Circulars (current version as of the date of this Agreement).

A. BASIC SERVICES

1. Preliminary Phase

- a. Coordination with the Sponsor, FAA, and OAC regarding Project scope, schedule, and budget.
- b. *Coordinate with Sponsor to obtain City record drawings, utility, and storm sewer maps on airport property for use in locating lines and structures to be investigated by camera by City crews.*
- c. *Coordinate and conduct a site visit to evaluate the condition of existing storm pipe system. The City will utilize its own crews to perform a camera investigation of the existing storm sewer lines on the airport property. Lochner will perform its site investigation during the City investigation. The City will provide Lochner with video results of the investigation to be utilized in the diagnosis and design of the improvements.*
- d. Prepare FAA DESIGN grant application. Grant application generally includes Form SF-424, Form 5100-100, Forms 5100-129 through 5100-135, Certification Regarding Lobbying, and Record of Negotiations.
- e. Assist Sponsor in completing and submitting DESIGN grant application to FAA.
- f. Prepare scopes and subagreements for survey and DBE program and goal preparation.

2. Design Phase – Design Report

- a. *Review and incorporate record drawings and utility maps provided by the City.*
- b. *Review City-conducted and provided camera investigations of storm sewer system to identify features and system issues.*
- c. *It is assumed that the existing storm pipes and structures have experienced collapse and / or failed joints, but that the sizing of the pipes and structures were originally of sufficient size to handle required flows. The design intent is to rehabilitate the existing system where failures have occurred, and neither hydraulic nor hydrologic analyses are included in the scope.*
- d. Prepare project narrative to include discussion on project scope and photos, narrative of current conditions, recommendations for improvements, environmental conditions, project phasing and safety considerations, and funding mechanisms and split of project costs.
- e. Prepare Engineer's Opinion of Probable Cost and Budget.
- f. Complete modifications to report based on review comments from Sponsor, FAA, and OAC.

3. Design Phase – Plans and Specifications

- a. Prepare Construction Plans and Contract Documents/Technical Specifications for the Project.

1) Prepare Construction Plans for the Project. The Construction Plans will generally include the following:

- Title Sheet
- General Airport Layout Plan and General Notes
- Construction Safety and Phasing Plan
- Construction Safety and Phasing Plan notes and details per AC 150/5370-2
- Summary of Quantities and Pay Item Notes
- Demolition Plans
- Piping Profiles, Plans, and Details
- Drainage Inlet Details
- Grading Plans
- Temporary Erosion Control Plans and Details
- Cross Sections (if required)
- Miscellaneous Details

2) Prepare Contract Documents/Technical Specifications that are in accordance with FAA criteria and satisfy project specific needs.

3) Submit preliminary (90% completion) Construction Plans, Contract Documents/Technical Specifications, updated engineer's opinion of probable construction cost, and Project budget to the Sponsor, FAA, and OAC for review and comment. PDF copies will be submitted electronically with hard copies provided upon request.

4) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary (90% completion) review comments.

5) Submit Construction Plans and Contract Documents/ Technical Specifications along with Final Engineer's Design Report to the Sponsor and the FAA for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request.

4. Bidding Phase

a. Assist the Sponsor with advertisement for bids. The Consultant shall prepare the advertisement and send the "Notice to Bidders" to prospective Contractors. *(The Sponsor shall place the advertisement in the appropriate media.)*

b. Distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.

c. Answer questions and clarify points pertaining to the Construction Plans and Contract Documents/Technical Specifications during the Bidding Services phase.

d. Attend and conduct one pre-bid conference at the Airport.

- e. Prepare and distribute pre-bid meeting minutes.
- f. Prepare and issue addenda during the Bidding Phase as required.
- f. The Consultant will attend the bid opening at the City Offices and assist the Sponsor with one (1) receipt of bids.
- g. Tabulate and analyze bid results, prepare Project budget, review Contractor's qualifications and DBE subcontractors list provided by the Contractor, and make recommendation of contract award.

B. SPECIAL SERVICES

1. Administrative Assistance

- a. Prepare FAA grant application for CONSTRUCTION grant and assist Sponsor in submission of forms to the FAA Airports Division.
- b. Prepare FAA required Sponsor Certifications and assist Sponsor in submission of forms to the FAA Airports Division.
- c. Prepare and assist Sponsor in submission of OAC State grant application for CONSTRUCTION and supporting documentation once bids are received.
- d. Prepare and submit FAA form 7460-1 for temporary construction through FAA's OE/AAA website.
- e. Prepare and submit Airport Sponsor Strategic Event Submission Form (FAA Form 6000-26), as required, for runway and FAA NAVAID shutdown.
- f. Assist the Sponsor in preparation of Invoice Summary forms as required for requests for reimbursement.
- g. Assist the Sponsor in preparation of Sponsor Quarterly Performance Reports for submittal to the FAA Airports Division on a quarterly basis for the duration of the Project.
- h. Prepare documents for closeout of FAA DESIGN grant and assist Sponsor in submission of forms to the FAA Airports Division.

2. Update Disadvantaged Business Enterprise (DBE) Goals

- a. The Consultant shall assist the Sponsor with updating their current DBE goals to comply with the requirements of 49 CFR 26. The Consultant will submit one (1) electronic copy of the updated goals to the Sponsor for use during the Notice to the Public period. The Consultant will revise the DBE goals per the Public comment period as required and provide the Sponsor with one (1) copy of the Final DBE Goals as a PDF file. The Sponsor shall submit one (1) PDF copy of the updated goals to the FAA for review and approval.

3. Field Survey – Engineering Design

- a. Perform field surveys as required for the Project. *The survey scope for the project is to be determined following a site visit during the City's camera investigation of the existing storm sewer system and following receipt of City utility maps and/or as-built drawings reflecting records of the City's storm sewer system on the airport property. Based on estimated locations of storm sewer structures and drainage structures on the airport property, an estimated area of survey is included below. **Upon final determination of the survey scope following initial investigation, the areas and locations for survey will be adjusted accordingly.** The survey will generally consist of the following:*
 - 1) *Coordinate and direct survey onsite.*
 - 2) *Flowlines, top of structures, pipe sizes.*
 - 3) *Approximately 50' grid of ground data in areas found to have sinkholes or signs of failed pipe, estimated in hatched areas in aerial below.*



4. Permitting / SWPPP

- a. Prepare Storm Water Pollution Prevention Plan (SWPPP) for the construction project to be retained on site. The purpose of the SWPPP is to ensure the design, implementation, management, and maintenance of Best Management Practices (BMPs) in order to reduce the amount of sediment and other pollutants in storm water discharges associated with the land disturbance activities comply with the Oklahoma Department of Environmental Quality (ODEQ) Standards and ensure compliance with the terms and conditions of the general permit.
- b. Assist the Owner in preparation of Notice of Intent land disturbance permit for submittal to ODEQ.

C. CONSTRUCTION SERVICES

May be added by Supplement.

ARTICLE II SPONSOR'S RESPONSIBILITIES

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

1. Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform his/her services.
2. Assist in approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
3. Designate in writing a person to act as Sponsor representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Sponsor policies and decisions.
4. Give prompt written notice to the Consultant whenever Sponsor observes or knows of any development that affects the scope or timing of Consultant's services.
5. Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities; and shall secure the necessary land, easements and rights-of-way required for the project.
6. One (1) copy of existing plans, reports, or other data the Sponsor may have on file with regard to future projects.
7. Available information relating to environmental conditions at the property, including any permits, clearances, investigations, and remediation required for federal, state, and local agencies identified by environmental consultants for the Sponsor in currently available reports.
8. *Provide record drawings of airport storm sewer systems and utility and storm sewer maps on airport property for use in locating lines and structures to be investigated by camera by City crews.*
9. *The City will utilize its own crews to perform a camera investigation of the existing storm sewer lines on the airport property. Lochner will perform its site investigation during the City investigation. The City will provide Lochner with video results of the investigation to be utilized in the diagnosis and design of the improvements. From the information gathered during this investigation, the survey scope will be narrowed accordingly.*

ARTICLE III TIME SCHEDULE

The Consultant agrees to proceed with the services immediately upon **receipt of a written Notice to Proceed (NTP) by the Sponsor**, and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule. *The schedule below is based on an assumed grant award from FAA to be released at the end of Federal Fiscal Year 2022 (9/30/2022).*

SCHEDULED PERFORMANCE IN CALENDAR DAYS OR BY DATE

A. BASIC SERVICES

1. Preliminary Phase..... As Required
2. Design Phase – Design Report
 - a. Submit Preliminary Design Report..... Antic. December 1, 2022
 - b. Submit Final Engineer's Design Report 30 Calendar Days After
Receipt of Review Comments for Item A.2.a.)
3. Design Phase – Plans and Specifications
 - a.3) Submit Preliminary Plans and Specifications Antic. December 1, 2022
 - a.5) Submit Final Plans and Specifications 30 Calendar Days After
Receipt of Review Comments for Item A.3.a.3)
4. Bidding Phase As Required

B. SPECIAL SERVICES

1. Administrative Assistance..... As Required
2. Update Disadvantaged Business Enterprise (DBE) Goals 90 Calendar Days After
Receipt of Notice to Proceed
3. Field Survey – Engineering Design..... 45 Calendar Days After
Completion of City-Performed Camera Investigation
4. Permitting / SWPPP As Required

C. CONSTRUCTION SERVICES

May be added by supplement.

The schedule presented above does not include review time by the Sponsor, FAA, OAC, or other interested agencies.

ARTICLE IV COMPENSATION

The Owner agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

A. BASIC SERVICES

1. Preliminary Phase..... \$ 11,400.00 Lump Sum
2. Design Phase – Engineer's Design Report..... \$ 13,800.00 Lump Sum
3. Design Phase – Plans and Specifications \$ 39,700.00 Lump Sum
4. Bidding Phase..... \$ 9,200.00 Lump Sum
- Subtotal Basic Services \$74,100.00 Lump Sum

B. SPECIAL SERVICES

1. Administrative Assistance..... \$ 8,000.00 Lump Sum
2. Field Survey – Engineering Design (*Estimated*) \$ 22,200.00 Lump Sum

Compensation for Field Survey for Engineering Design is an estimated amount based on the assumed areas of survey required for design and assumed locations of drainage structures that will be identified during the City's camera investigation of the storm sewer system and from utility maps provided by the City.

3. Permitting / SWPPP \$ 5,800.00 Lump Sum
4. Update DBE Goals \$ 6,900.00 Lump Sum

Subtotal Special Services \$ 42,900.00 Lump Sum

Total Basic and Special Services \$ 117,000.00 Lump Sum

C. CONSTRUCTION SERVICES

1. Construction Services..... May be Added by Supplement

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Sponsor.

For Item A. Basic Services, Item B. Special Services, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Sponsor a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

For Item C. Construction Services, the method of payment may be added to this Agreement by Supplement upon completion of Item A.3. Design Phase services.

Progress payments shall be made to the Consultant within thirty (30) calendar days of receipt of proper billing statement.

ARTICLE V MANDATORY FEDERAL CONTRACT PROVISIONS

Reference Federal Contract Provisions Attachment "A".

ARTICLE VI MISCELLANEOUS PROVISIONS

1. **Change in Scope.** The Scope of Services described herein shall be subject to modification or supplement upon the written Agreement of the contracting parties. Any such modification in the Scope of Services shall be incorporated in this Agreement by Supplemental Agreement executed by both parties.
2. **Ownership of Drawings and Contract Documents.** Original documents, tracings, plans specifications and maps prepared or obtained under the terms of the Contract shall be delivered to and become the property of the Sponsor and basic survey notes and sketches, charts, computations, and other data shall be made available upon request by the Sponsor without restriction or limitation on their use. In the event any of the above documents are re-used by the Sponsor, the nameplates will be removed and the Consultant will be released and held harmless of subsequent liabilities. There shall be no legal limitations upon the Sponsor in the subsequent use of plans or ideas developed in this project and incorporated in the preliminary or final reports or plans for the subsequent preparation of construction plans.
3. **Electronically Produced Documents.** Electronically produced documents will be submitted in data files compatible with AutoCAD Release 2018 and Portable Document Format (PDF). The Consultant makes no warranty as to the compatibility of the data files beyond the above specified hardware and release or version of the stated software.

Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor or other Agencies will have an acceptance period of thirty (30) days. If during that period the Sponsor or other Agencies find any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of the basic Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed including the cost of materials.

The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor or other Agencies.

4. **Engineer's Opinion of Probable Project Cost and Construction Cost.** Since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Consultant cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. However, the Consultant represents that he will use reasonable engineering care and judgment commonly exercised by an engineer in the same or similar circumstances in making and transmitting such cost estimates to the Sponsor.
5. **Remedies.** In the event of a claim, dispute and other matters in question arising out of or relating to this Agreement or the services to be rendered hereunder, the Consultant and the Sponsor agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such claims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining claim, dispute or other matter in question by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

Third, if the claim, dispute or other matter in question, or any issues remain unresolved after the above steps, then such unresolved issues may, with the consent of both parties, be settled by binding arbitration in accordance with the rules of the American Arbitration Association current as of the date of this Agreement then pertaining.

6. Insurance. The Consultant shall procure and maintain at its expense during the effective period of this Contract the following insurance from insurance companies authorized to do business in Oklahoma covering all operations and services under this Contract performed by Engineer.
 - a. Workers' Compensation Insurance in accordance with the provisions of the Oklahoma Workers' Compensation Act.
 - b. Commercial General Liability in amounts not less than \$1 million combined single limit per occurrence and \$1 million aggregate for bodily injury, personal injury and property damage with endorsements to include broad form contractual, and broad form property damage.
 - c. Automobile Liability, Bodily Injury and Property Damage with a limit of \$1 Million for occurrence, combined single limit including owned, hired and non-owned autos.
 - d. Professional Liability Insurance in amounts not less than \$1 million per claim and annual aggregate.

The Consultant shall furnish to the Sponsor a certificate or certificates of insurance showing compliance with this paragraph. The Certificate shall name the City of Shawnee as additionally insured, excluding Workers' Compensation Insurance and Professional Liability Insurance. Such certificate shall provide that the carrier issuing the certificate shall notify the City within ten (10) days in advance of any cancellation or significant change in the terms of coverage of such insurance policies. The failure of the Consultant to obtain and maintain such insurance coverage shall not relieve the Consultant from any liability arising from this Agreement, nor shall any such liability be limited to the liability insurance coverage provided herein.

7. Liability. Each party will defend and indemnify and hold harmless the other party from and against third party claims for liability, damage, loss, costs and expenses, including attorney's fees, on account of injury or damage to persons or property occurring on or occasioned by facilities owned or controlled by such indemnifying party, unless such injury or damage resulted from the sole negligence of the other party. In the event negligence is attributable to both parties, each party shall be responsible for the resulting damages attributable to the negligence of such party whether such proportionate share is arrived at through agreement between the parties or as a result of litigation.
8. Force Majeure. Any delay or failure of Consultant in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of Consultant, provided that prompt written notice of such delay or suspension be given by Consultant to the Sponsor. Upon

receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Consultant shall be reimbursed for the cost of such delays.

9. Binding Upon Successors. This Agreement shall be binding upon the undersigned parties, their successors, partners, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above-written.

SPONSOR:

CITY OF SHAWNEE, OKLAHOMA

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

CONSULTANT:

H.W. LOCHNER, INC.

ATTEST:

By: _____
Patrick J. Barnas, P.E.

By: _____
Kirk D. Evans, P.E.

Title: Project Manager

Title: Vice President

DERIVATION OF CONSULTANT PROJECT COSTS

BASIC AND SPECIAL SERVICES

Rehabilitate Storm Sewer Drainage System / Improve Airport Drainage

FAA PROJECT NO. AIP 3-40-0088-024-2022

SHAWNEE REGIONAL AIRPORT

SHAWNEE, OKLAHOMA

April 25, 2022

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	8	\$75.00	\$ 600.00
Project Manager	66	\$65.00	\$ 4,290.00
Senior Electrical Engineer	0	\$65.00	\$ -
Senior Design Engineer	42	\$50.00	\$ 2,100.00
Design Engineer	120	\$42.00	\$ 5,040.00
Senior Airport Planner	0	\$43.00	\$ -
Environmental Scientist	44	\$40.00	\$ 1,760.00
Engineer Intern	276	\$32.00	\$ 8,832.00
Design Technician	185	\$27.00	\$ 4,995.00
Administrative Assistant	100	\$23.00	\$ 2,300.00

Total Direct Salary Costs = \$ 29,917.00

2. OVERHEAD, ADMINISTRATIVE EXPENSES, AND PROFIT MULTIPLIER:

Overhead, Administrative Expenses, and Profit Multiplier per Article IV and Attachment "A" - Lochner 2020 Compensation Rates in Five-Year Master On-Call Agreement dated July 15, 2019

3.01

3. CONTRACT MULTIPLIER APPLIED TO DIRECT LABOR

\$ 90,050.17

4. OUT-OF-POCKET EXPENSES:

a. Mileage	500	miles @ \$0.585/mile =	\$ 292.50
b. Meals	5	days @ \$59.00/day =	\$ 295.00
c. Motel	0	days @ \$106.00/day =	\$ -
d. Printing, Plotting, Mailing, & Supplies Expenses		=	\$ 362.33

Total Out-of-Pocket Expenses = \$ 949.83

5. SUBCONTRACT COST:

a. Frontier Land Surveying (Topo. Survey) (ESTIMATED)	\$ 20,000.00
b. DBE Plans & Goals Preparation Services	\$ 6,000.00

6. TOTAL COST (ITEMS 3, 4, AND 5):

\$ 117,000.00

ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN

Rehabilitate Storm Sewer Drainage System / Improve Airport Drainage

SHAWNEE REGIONAL AIRPORT
SHAWNEE, OKLAHOMA

April 25, 2022

Classification:	Principal	Project Manager	Senior Electrical Engineer	Senior Design Engineer	Design Engineer	Senior Airport Planner	Environmental Scientist	Engineer Intern	Design Technician	Administrative Assistant	Other Costs
Hourly Rate:	\$225.75	\$195.65	\$195.65	\$150.50	\$126.42	\$129.43	\$120.40	\$96.32	\$81.27	\$69.23	
A. BASIC SERVICES - FAA ELIGIBLE											
1. Preliminary Phase:	4	14	0	3	20	0	0	44	0	6	(1,2)
Labor Subtotal =	\$11,275.46	\$903.00	\$2,739.10	\$0.00	\$451.50	\$2,528.40	\$0.00	\$0.00	\$4,238.08	\$0.00	\$415.38
Expense Subtotal =	\$124.54										\$124.54
Subconsultant Subtotal =	\$-										\$-
Total Fee =	\$ 11,400.00										
2. Design Phase - Engineer's Design Report:	1	9	0	10	19	0	8	50	24	2	(2)
Labor Subtotal =	\$13,761.72	\$225.75	\$1,760.85	\$0.00	\$1,505.00	\$2,401.98	\$0.00	\$963.20	\$4,816.00	\$1,950.48	\$138.46
Expense Subtotal =	\$38.28										\$38.28
Subconsultant Subtotal =	\$-										\$-
Total Fee =	\$ 13,800.00										
3. Design Phase - Plans and Specs:	3	21	0	27	53	0	0	126	140	6	(1,2)
Labor Subtotal =	\$39,479.16	\$677.25	\$4,108.65	\$0.00	\$4,063.50	\$6,700.26	\$0.00	\$0.00	\$12,136.32	\$11,377.80	\$415.38
Expense Subtotal =	\$220.84										\$220.84
Subconsultant Subtotal =	\$-										\$-
Total Fee =	\$ 39,700.00										
4. Bidding Phase:	0	15	0	0	16	0	0	30	0	16	(1,2)
Labor Subtotal =	\$8,954.75	\$0.00	\$2,934.75	\$0.00	\$0.00	\$2,022.72	\$0.00	\$0.00	\$2,889.60	\$0.00	\$1,107.68
Expense Subtotal =	\$245.25										\$245.25
Subconsultant Subtotal =	\$-										\$-
Total Fee =	\$ 9,200.00										
PART A SUBTOTAL =	\$ 74,100.00										
B. SPECIAL SERVICES											
1. Administrative Assistance:	0	5	0	1	10	0	0	2	6	70	(2)
Labor Subtotal =	\$7,919.31	\$0.00	\$978.25	\$0.00	\$150.50	\$1,264.20	\$0.00	\$0.00	\$192.64	\$487.62	\$4,846.10
Expense Subtotal =	\$80.69										\$80.69
Subconsultant Subtotal =	\$-										\$-
Total Fee =	\$ 8,000.00										
2. Field Survey - Engineering Design:	0	1	0	0	2	0	0	11	7	0	(2,3)
Labor Subtotal =	\$2,076.90	\$0.00	\$195.65	\$0.00	\$0.00	\$252.84	\$0.00	\$0.00	\$1,059.52	\$568.89	\$0.00
Expense Subtotal =	\$123.10										\$123.10
Subconsultant Subtotal =	\$20,000.00										\$20,000.00
Total Fee =	\$ 22,200.00										
3. Permitting / SWPPP / CatEx Checklist:	0	0	0	0	0	0	36	8	8	0	(2)
Labor Subtotal =	\$5,755.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,334.40	\$770.56	\$650.16	\$0.00	\$0.00
Expense Subtotal =	\$44.88										\$44.88
Subconsultant Subtotal =	\$-										\$-
Total Fee =	\$ 5,800.00										
4. Update DBE Goals	0	1	0	1	0	0	0	5	0	0	(2)
Labor Subtotal =	\$827.75	\$0.00	\$195.65	\$0.00	\$150.50	\$0.00	\$0.00	\$0.00	\$481.60	\$0.00	\$0.00
Expense Subtotal =	\$72.25										\$72.25
Subconsultant Subtotal =	\$6,000.00										\$6,000.00
Total Fee =	\$ 6,900.00										
PART B SUBTOTAL =	\$ 42,900.00										
GRAND TOTAL =	\$ 117,000.00										

- (1) Mileage, Motel and Meals
 (2) Equipment, Materials and Supplies
 (3) Vendor Services

Overhead, Administrative Expenses, and Profit Multiplier	Employee Classification	Principal	Project Manager	Senior Electrical Engineer	Senior Design Engineer	Design Engineer	Senior Airport Planner	Environmental Scientist	Engineer Intern	Design Technician	Administrative Assistant	Other Costs
3.01	Hourly Rate	\$75.00	\$65.00	\$65.00	\$50.00	42.00	43.00	\$40.00	\$32.00	\$27.00	\$23.00	\$949.83
	Total Hours Per Classification	8	66	0	42	120	0	44	276	185	100	\$26,000.00

ATTACHMENT "A"

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

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 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.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

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 (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will 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 will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 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 will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

- 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);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The ~~contractor/e~~Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The ~~contractor/e~~Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

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

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The

Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

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

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

Termination by Default

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

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1) Perform the services within the time specified in this contract or by Owner approved extension;
 - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

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

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are

incomplete as a result of the termination action under this clause.

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

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
- 1) Defaults on its obligations under this Agreement;
 - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

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.

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

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

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

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

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

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

RECORD OF NEGOTIATIONS AND FEE ANALYSIS

Ms. Katherine Franklin
FAA Program Manager
Arkansas/Oklahoma Airports District Office
FAA/ASW-630J
10101 Hillwood Parkway
Fort Worth, TX 76177

Re: Shawnee Regional Airport
Improve Airport Drainage (Design)
FAA AIP No. 3-40-0088-024-2022

Dear Ms. Franklin:

The following is a record of negotiations for engineering and construction services for the subject projects:

- a. H.W. Lochner, Inc. (Lochner) was selected from those consultants who submitted their qualifications, and the Sponsor entered into a Five-Year Master On-Call Agreement with Lochner on July 15, 2019.
- b. A draft scope of work for design services for the Airport Drainage Improvements was developed and submitted to the Sponsor on May 9, 2022. The draft scope of work included proposed scope of services for Engineering Basic Design and Special Services for the subject project. The draft scope of work did not include proposed fees.
- c. The Sponsor contacted Seth Barkhimer, PE, City of Shawnee Director of Engineering regarding his interest in conducting an independent fee estimate (IFE) of the scope and fee proposal submitted by Lochner for the project. Mr. Barkhimer was provided with the IFE documents on May 12, 2022.
- d. The Sponsor received a final Design Service Agreement from Lochner with the scope and fees for basic design and special services for the subject project. The fee proposal was broken down as follows:

BASIC SERVICES

Preliminary Phase	\$ 11,400.00
Design Phase – Engineer’s Design Report	\$ 13,800.00
Design Phase – Plans and Specifications	\$ 39,700.00
Bidding Phase	\$ 9,200.00

SPECIAL SERVICES

Administrative Assistance	\$ 11,900.00
Field Survey – Engineering Design (Estimated)	\$ 22,200.00
Permitting / SWPPP	\$ 5,800.00
Update DBE Goals	\$ 6,900.00

Total Basic and Special Services **\$ 120,900.00**

- e. The Sponsor received the completed IFE from Mr. Barkhimer on May 18, 2022, and the proposed fee was compared to the IFE. The IFE fee proposal was broken down as follows:

BASIC SERVICES

Preliminary Phase	\$ 10,029.43
Design Phase – Engineer’s Design Report	\$ 16,588.11
Design Phase – Plans and Specifications	\$ 38,172.93
Bidding Phase	\$ 10,929.53

SPECIAL SERVICES

Administrative Assistance	\$ 3,193.61
Field Survey – Engineering Design (Estimated)	\$ 21,604.44
Permitting / SWPPP	\$ 5,020.68
Update DBE Goals	\$ 7,092.63

Total Basic and Special Services **\$ 112,631.36**

- f. Lochner's proposed fee for the design phase of the project was 7.3% greater than the Independent Fee Estimate.
- g. Upon review of the differences in fees, the largest discrepancy was specifically related to Administrative Services under Special Services that encompasses grant applications and closeout, FAA and OAC coordination (7460-1, Strategic Event Form Submission, etc.), and assistance with preparation of requests for reimbursement.
- h. The Sponsor discussed with Lochner that many of the items listed in this task should be tasked for a staff level more in line with administration staff rather than engineering staff.
- i. Following the discussion about staff level for these tasks, Lochner agreed to shift the level of effort for these tasks from a Design Engineer to an Administrative Assistant level. Additionally, some of the level of effort hours were reduced for individual tasks. This reduced the fee for the Administrative Assistance task by \$3,900.00.
- j. The Sponsor received a revised Design Service Agreement from Lochner with the scope and fees for basic design and special services for the subject project. The fee proposal was revised and broken down as follows:

BASIC SERVICES

Preliminary Phase	\$ 11,400.00
Design Phase – Engineer's Design Report	\$ 13,800.00
Design Phase – Plans and Specifications	\$ 39,700.00
Bidding Phase	\$ 9,200.00

SPECIAL SERVICES

Administrative Assistance	\$ 8,000.00
Field Survey – Engineering Design (Estimated)	\$ 22,200.00
Permitting / SWPPP	\$ 5,800.00
Update DBE Goals	\$ 6,900.00

Total Basic and Special Services **\$ 117,000.00**

- k. On August 31, 2022, the Sponsor approved and signed the Agreement for Services with Lochner for the Project.
- l. Negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14 have been followed.


Airport Manager, City of Shawnee, Oklahoma

5/31/22
Date