

AGENDA
SHAWNEE AIRPORT AUTHORITY
June 4, 2018 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

All motions will be made in the affirmative. The fact that a commissioner makes or offers a second to a motion does not mean that the commissioner must vote in favor of passage.

1. Consider approval of Consent Agenda:
 - a. Minutes from the May 21, 2018 regular meeting.
 - b. Approve the Airport Facilities Lease and Development Policy Statement.
 - c. Approve a lease with Dr. David Heon for bulk hangar space.
2. Consider Bids:
 - a. Construct T-Hangar Taxilane, AIP Project No. 3-40-0088-018-2018 (Award)
3. New Business

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

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

Shawnee Airport Authority

1.a.

Meeting Date: 06/04/2018

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the May 21, 2018 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 IN THE COMMISSION CHAMBERS AT CITY HALL, 9TH AND BROADWAY, SHAWNEE, OKLAHOMA, MONDAY, MAY 21, 2018, DURING THE BOARD OF CITY COMMISSIONERS MEETING AT 6:00 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. UPON ROLL CALL, A QUORUM WAS DECLARED WITH THE FOLLOWING MEMBERS IN ATTENDANCE:

PRESENT: Bushong, Gillham, Harrod, Finley, Rutherford, Salter

ABSENT: Shaw

Call to Order

Declaration of a Quorum

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

- a. Minutes from the May 7, 2018 regular meeting.

A motion was made by Trustee Rutherford, seconded by Trustee Bushong, to approve Consent Agenda Item No. 1(a). Motion carried 6-0.

AYE: Rutherford, Bushong, Gillham, Harrod, Finley, Salter

NAY: None

AGENDA ITEM NO. 2: Presentation of preliminary Shawnee Airport Authority budget for Fiscal Year 2018-2019.

Finance Director Cynthia Arnold presented the preliminary Shawnee Airport Authority budget for Fiscal Year 2018-2019.

AGENDA ITEM NO. 3: Consider Bids:

- a. Construct T-Hangar Taxilane, AIP Project No. 3-40-0088-018-2018 (Open)

The following bids were received:

<u>BIDDER</u>		<u>AMOUNT</u>
CGC		\$600,686.00
Dallas, TX	Alternate:	\$216,871.00
Crossland Heavy Contractors		\$634,712.50
Edmond, OK	Alternate:	\$204,287.50
Young Contracting LLC		\$609,921.00
Oklahoma City, OK	Alternate:	\$251,216.00

A motion was made by Trustee Gillham, seconded by Trustee Bushong, to defer the bid award to the June 4, 2018 Shawnee Airport Authority meeting to allow staff to review each bid. Motion carried 6-0.

AYE: Gillham, Bushong, Harrod, Finley, Rutherford, Salter
NAY: None

AGENDA ITEM NO. 4: New Business (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)

There was no New Business.

AGENDA ITEM NO. 5: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:32 p.m.)

RICHARD FINLEY
CHAIRMAN

ATTEST:

KACIE ECK, SECRETARY

Shawnee Airport Authority

1.b.

Meeting Date: 06/04/2018

Airport Lease and Devel. Policy

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve the Airport Facilities Lease and Development Policy Statement.

Fiscal Impact

Attachments

Lease and Devel. Policy



Date: May 29, 2018

To: Shawnee Airport Authority

The Honorable Richard Finley, Mayor
Dub Bushong, Commissioner
Ron Gillham, Commissioner
James Harrod, Commissioner
Darren Rutherford, Commissioner
Ben Salter, Commissioner
Lesa Shaw, Commissioner

A handwritten signature in blue ink, appearing to read "Bonnie A. Wilson", is written over the list of commissioners.

From: Bonnie A. Wilson, CM Airport Manager

Subject: Proposed Policy for Leasing and Development of Aeronautical and Non-Aeronautical Facilities and Land

Nature of Request:

The Airport Advisory Board and airport staff are recommending the adoption of a policy addressing leasing aeronautical and non-aeronautical use facilities, in compliance with FAA policies and regulations governing airport rates and charge, and; the development and application of a standardized fee structure for Shawnee Regional Airport owned facilities to support the costs of operation and development of the Airport. A copy of the proposed policy statement is provided as Attachment 1 to this Memorandum. A copy of the proposed rental rate increase for Fiscal Year 2019 is provided as Attachment 2 to this Memorandum.

Staff Analysis and Considerations:

Federal Aviation Administration policy requires airports to create and maintain standards for leasing and development that assist in meeting the goal of financial self-sustainability, and assuring fair and equitable access to public use airports. Establishing standard terms and conditions for development, and aircraft storage lease hold dimensions will assist in assuring compliance with these requirements. Establishing a pattern of routine value assessment and standard rates for annual increases will provide the funds necessary to support operations and maintenance of airport facilities.

Recommendations:

Adopt (i) the proposed policy statement; (ii) authorize the amend existing Rules and Regulations as necessary to reflect the standards established by the policy statement, and (iii) authorize the application of adjusted rental rates to applicable leases.

Budget Consideration: The initial estimates for increased rental revenue in Fiscal Year 2019 totals are \$2,267.00.

Attachment 1

Airport Facilities Lease and Development Policy Statement

It is the policy of the Shawnee Regional Airport Advisory Board to establish rental rates for aeronautical and non-aeronautical use facilities in compliance with Federal Aviation Administration policies and regulations governing airport rates and charges.

Objective

Development and application of a standardized fee structure and lease language for Shawnee Regional Airport owned facilities to support the costs of operation and development of the Shawnee Regional Airport.

Methodology for Leasing SNL Facilities

1. Utilize standard terms and conditions for lease agreements for facilities within identified property categories.
2. Participate in and/or conduct a survey of the aviation facilities market annually to ensure competitive pricing.
3. Engage a third-party assessor to conduct property value assessments every five calendar years and/or in response to any significant changes to the regional market.
4. Apply a standard rate of increase to annual lease rates based on the national rate of inflation as established by the Consumer Price Index change from the prior calendar year in each intervening year, with current pricing retained as minimums regardless of inflation activity.
5. Adjust rental rates annually at the commencement of the Fiscal Year.

Methodology for Establishing Rates for Hangaring and Aircraft Storage Agreements

1. The current rate for Standard 1,000 square foot T-hangars serves as the basis for establishing rates on a per square foot for hangaring and other aircraft storage agreements.
2. Standard Long Term Tie-Down Spaces (1,000 SQFT) will be leased at the rate of 50% of the current per square foot rate for a Standard T- Hangar.
3. Large Long Term Tie-Down Spaces (1,500 SQFT), will be leased at the rate of 75% of the current per square foot rate for a Standard T- Hangar.
4. Standard Bulk Hangar Space (1,000 SQFT) will be leased at 85% of the current per square foot rate for Standard T- Hangars.
5. Large Bulk Hangar Spaces, (1,500 SQFT), will be leased at the rate of 115% of the current rate for Standard T-Hangars.
6. Extended Bulk Hangar Spaces, (2,000 SQFT) square feet will be leased at the rate of 120% of the current rate for Standard T- Hangars.
7. Annual Rate increases will be applied in accordance with the established percentage differentials for each type of rental space.

Rate Chart by Example Only:

Location	Approximate Square Footage	Rate Variant	Per SqFt Per Year	Rate Per Year
Standard T- Hangar	1,000	100%	\$1.80	\$1,800
Standard Tie Down	1,000	50%	\$0.90	\$900
Large Tie Down	1,500	75%	\$1.35	\$2,025
Standard Bulk	1,000	85%	\$1.53	\$1,530
Large Bulk	1,500	115%	\$2.07	\$3,105
Extended Bulk	2,000	120%	\$2.16	\$4,320

Methodology for Allocation of Available Hangar Space

1. Current aircraft tenants in good standing, including subtenants of aircraft storage providers at Shawnee Regional Airport, will be given priority opportunity to apply for available aircraft storage space owned and/or managed by SNL, and/or new hangars constructed by SNL at the completion of construction in the following manner:
 - a. Tenants leasing Bulk Hangar spaces will be provided the opportunity to be placed on a Tenant Only Waiting List for a Standard T-Hangar space.
 - i. Requests will be recorded in date order by date of receipt.
 - ii. Notifications of availability will be provided in the order requests are received.
 - iii. The opportunity to lease a Standard T-Hangar is a first refusal opportunity only, not a guarantee of an agreement.
 - b. Tenants utilizing either type of Long Term Tie Down spaces will be provided the opportunity to be placed on a Tenant Only Waiting List for an appropriately sized Bulk Hangar space or Standard T-Hangar.
 - i. Requests will be recorded in date order by date of receipt.
 - ii. Notifications of availability will be provided in the order requests are received.
 - iii. The opportunity to lease a Bulk Hangar space or Standard T-Hangar is a first refusal opportunity only, not a guarantee of an agreement.
 - c. All Tenants in good standing seeking to lease new hangars at the completion of construction will be given the opportunity to be placed on a New Construction Waiting List.
 - i. The New Construction application will be made available following completion of design, a final schedule for construction and establishment of rates for new construction.
 - ii. Agreements for new construction will be offered on a lottery basis.
 - d. Standard lease rates in place, and any scheduled rate adjustments will apply to new agreements.
 - e. Applicants must accept the opportunity to enter into a new agreement, including all terms and conditions, within one business week following notification of availability.

- i. Failure to confirm intent within that timeframe will result in available space being offered to the next applicant on the waiting list.
2. Non-tenant applicants will be given the opportunity to apply for a place on a Hangar Space Waiting List which will be categorized by the type/size of space requested, and date of receipt of request.
 - a. Notifications of availability will be made to Non-tenant applicants only after current tenants in good standing have had the opportunity to refuse available space.

Methodology for Land Leases Supporting Third Party Capital Development

1. All capital construction must be compatible with the current approved Airport Layout Plan.
2. All capital construction plans and specifications must meet the standards of the City of Shawnee Planning Office, and the Federal Aviation Administration as issued from time to time.
3. Land leases for the purpose of capital development may not exceed fifty calendar years.
4. Proposals for capital development leases must include:
 - a. A comprehensive business plan describing the proposed use of the facility, estimated costs of operation, estimated revenue, market analysis, and source of labor and direct employment impacts; and
 - b. A financial statement describing the source of funds for construction, and continued operations and maintenance.
5. Leases must include a reversion clause whereby facilities constructed by third parties become the property of SNL on a specified future date to be determined based on the level of initial investment.
6. Leases must include minimum capital improvement clauses to ensure facilities retain their value throughout the lease term.

Attachment 2

Fiscal Year 2019

Rental Rates

Proposed Aircraft Storage Classifications and Rate Differentials						
Location	Approximate Square Footage	Rate Variant	FY 2018 Per SqFt Per Year	FY 2018 Rate Per Year	FY 2019 Per SqFt Per Year	FY 2019 Rate Per Year
Standard T- Hangar	1,000	100%	\$1.80	\$1,800	\$1.86	\$1,860.00
Standard Tie Down	1,000	50%	\$0.90	\$900	\$0.93	\$930.00
Large Tie Down	1,500	75%	\$1.35	\$2,025	\$1.40	\$2,100.00
Standard Bulk	1,000	85%	\$1.53	\$1,530	\$1.60	\$1,600.00
Large Bulk	1,500	115%	\$2.07	\$3,105	\$2.15	\$3,225.00
Extended Bulk	2,000	120%	\$2.16	\$4,320	\$2.25	\$4,500.00

Shawnee Airport Authority**1.c.**

Meeting Date: 06/04/2018

Heon Lease

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve a lease with Dr. David Heon for bulk hangar space.

Fiscal Impact

Attachments

Heon Lease



Date: May 29, 2018

To: Shawnee Airport Authority

The Honorable Richard Finley, Mayor
Dub Bushong, Commissioner
Ron Gillham, Commissioner
James Harrod, Commissioner
Darren Rutherford, Commissioner
Ben Salter, Commissioner
Lesa Shaw, Commissioner

From: Bonnie A. Wilson, CM Airport Manager 

Subject: Proposed Bulk Hangar Lease Agreement

Nature of Request:

Dr. David Heon is currently renting hangar space for a Beech 58 Baron from FlyOkAir. Dr. Heon would like to relocate his aircraft to the Shawnee Regional Airport's (SNL) Hangar # 14. There is sufficient room for the aircraft to be housed in SNL's hangar and FlyOkAir is amenable to the transfer

Staff Analysis and Considerations:

Dr. Heon currently rents a T-Hangar from SNL to house his Cessna 177 B. His account is in good standing with the City of Shawnee. Accommodating the request will provide additional revenues to the Shawnee Regional Airport.

Recommendation:

Staff is recommending executing a lease agreement for a Standard Bulk Hangar Space within Hangar # 14. A copy of the proposed lease agreement is provided as Attachment 1 to this memorandum.

Budget Consideration:

Execution of the lease will increase annual rental revenue by \$1,600 per year.



**CITY OF SHAWNEE, OKLAHOMA
STANDARD BULK HANGAR LEASE AGREEMENT**

This Lease Agreement entered into by and between the City of Shawnee, Oklahoma, a Municipal Corporation, hereinafter called Lessor, and Dr. David Heon, hereinafter called Lessee,

WITNESSETH:

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

WHEREAS, the Lessee desires to lease from the Lessor a certain hangar space for the storage of an airworthy aircraft of which Lessee is registered with the FAA as owner, co-owner or managing partner; and which said hangar is owned by the Lessor and is constructed on said municipal airport property;

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

1. LEASE: The Lessor hereby leases, lets and demises to the Lessee, a space, in that certain hangar constructed upon Shawnee Regional Airport property within the City of Shawnee, Oklahoma, which is designated as HANGAR # 14
2. TERM: The Lessor leases to the Lessee said hangar space for a term commencing on June 4, 201 and terminating on the 30th day of June, 2019, unless sooner terminated in accordance with the provisions of this lease. After the initial term, the Lessee may lease the premises on a month to month basis until another lease is agreed upon.
3. RENTAL: The Lessee hereby agrees to pay to the Lessor as rental for said hangar space the sum of \$134.00 per month for a Standard Bulk Hangar space, measuring approximately 1,000 square feet with the first month's rent due and payable in advance on June 4, 2018; rent thereafter shall be due and payable on the first day of each month and shall be deemed late if not received by the tenth (10th) day of each month. Lessee also agrees to pay last month's rent in advance at the time of the initial lease agreement.
 - 3.1. It is specifically understood and agreed by and between the Lessor and the Lessee that the monthly rental for said hangar space shall be adjusted from time to time. The monthly rental shall be determined by the Lessor based upon the recommendations of the Airport Advisory Board.
 - 3.2. The Lessee hereby agrees to pay such adjusted monthly rental commencing on the first day of the month immediately following notice from the Lessor to the Lessee of the adjusted monthly rental.
4. AIRCRAFT: Said hangar space is being leased to the Lessee for the storage of not more than one aircraft at a time, (said aircraft must be airworthy) and its ancillary equipment only; storage of any other items are not allowed. However, if the Lessee owns more than one aircraft, the Lessee may store any aircraft which

CITY OF SHAWNEE, OKLAHOMA
STANDARD BULK HANGAR LEASE AGREEMENT

he owns in said space. Any maintenance performed on the Lessee's aircraft must not hinder the airworthiness of the aircraft for more than 60 days. Additional time will not be unreasonably withheld, upon proof of scope and timing of repairs. If repairs are expected to exceed 180 days, it will require Airport Board approval.

5. **LIMITATION OF LIABILITIES:** The Lessee hereby agrees to provide at his or its sole expense a policy of liability insurance insuring both the Lessor and the Lessee from liability resulting from injury or death to persons or damage to property, the terms, limits and conditions of which shall be acceptable to the Lessor. The Lessee shall indemnify and hold harmless the City for any injury or death to persons or damage to property as a result from third parties involved in the care, maintenance, or use of the Lessee's aircraft and/or Leased Premises.
 - 5.1. Said Policy of Liability Insurance shall be issued by a company authorized to do business in the State of Oklahoma and minimum coverage shall be \$100,000 - \$1,000,000 - \$1,000,000. The policy shall be endorsed that the Lessor is an additional insured on said policy. Said policy shall also provide that in the event of cancellation, the insurance company shall give the Lessor at least 10 days written notice of intent to cancel.
 - 5.2. The Lessee hereby indemnifies the Lessor from any and all claims, demands, losses, actions, causes of action of any kind, arising out of the Lessee's use, occupancy or rental of said hangar space. This indemnification covers all losses and expenses to the Lessor, including attorney fees and expenses to defend litigation.
6. **COVENANTS OF LESSEE:** Lessee expressly covenants that:
 - 6.1. Lessee shall be liable for all damages which Lessee causes to the hangar, normal wear and use being excepted. Lessee shall not make any alterations, installations, attachments, or make any improvements to the hangar, except as authorized by the Lessor.
 - 6.2. Lessee shall comply with city, county, state and federal laws and regulations, and the Shawnee Regional Airport Rules and Regulations and Minimum Standards, which are incorporated by reference into the Agreement.
 - 6.3. Lessee shall not assign or sublet this Lease, or any Lessee's rights concerning this hangar space or any part thereof, or any interest therein.
 - 6.4. Lessee shall not keep firearms, fuel, explosives, or any noxious, dangerous substances within the hangar space.
7. **CHANGE OF OWNERSHIP OF AIRCRAFT:** In the event the Lessee disposes of or transfers title to the aircraft being stored in said Hangar, this Lease shall be terminated, and Lessee has a duty to notify the Lessor immediately upon such transfer of title or the disposing of such aircraft. However, if the Lessee intends to acquire another aircraft within a reasonable length of time the Lessor and Lessee may negotiate

CITY OF SHAWNEE, OKLAHOMA
STANDARD BULK HANGAR LEASE AGREEMENT

arrangements for the Lessee to retain said hangar space during the interval between disposing of such aircraft and the acquiring of another aircraft.

8. INSPECTION: The Lessor shall perform inspection of said hangar space at irregular intervals.
9. TERMINATION: It is understood and agreed by and between the Lessor and the Lessee that the payment of monthly rental, provision of liability insurance and all other conditions imposed upon the Lessee, including but not limited to those mentioned in numerical paragraph 7 above, are conditions, the violation of any one of which shall be grounds for terminating this Lease in the discretion of the Lessor. In the event of such violation, the Lessor shall give the Lessee thirty days notice in writing of the Lessor's intent to terminate this Lease provided, however, if such violation, in the opinion of the Lessor, constitutes a hazard to life or property the Lessor may immediately terminate this Lease Agreement and enter said Hangar and take whatever means are reasonable and necessary in the opinion of the Lessor to eliminate such hazard.
 - 9.1. The Lessee shall have no absolute right to terminate this Lease Agreement prior to the expiration of the term of the Lease as provided for in numerical paragraph 2 above. However, in the event unforeseen special circumstances arise, the Lessee may make written application to the Lessor not less than thirty days prior to a requested termination of this Lease Agreement. The Lessor in its sole, unrestricted discretion may approve or disapprove the request for early termination.
 - 9.2. Lessee agrees to maintain a current status on rental of said hangar space. Should Lessee fail to do so, and the account becomes sixty (60) days delinquent, then the hangar Airport Manager shall give the Lessee written notice, by certified mail, that the account must be brought current within ten (10) days or said Lease will be terminated. Should a second offense of sixty (60) days delinquency occur within the term of this Lease, immediate termination of this Agreement shall result, and all rights for renewal shall be forfeited.
10. SURRENDER OF POSSESSION: Upon the termination of this Lease Agreement, for any reason, Lessee shall immediately surrender possession of the premises to the Lessor. In the event that Lessee fails and refuses to immediately surrender possession, the Lessor shall have the right to commence a court action for the recovery of possession of the premises, for the recovery of all damages due, reasonable attorney's fees, and all court costs.
 - 10.1. The Lessee hereby grants to the Lessor a lien on the Lessee's property in said hangar. Said lien is for the purpose of securing payment for all rental damages, and other costs due the Lessor from the Lessee pursuant to the terms of this Lease Agreement.
11. GUARANTY: Any guaranty by third parties of the obligation of Lessee under this Lease represents a material part of the consideration of the Lessor for the execution of this Lease: It being agreed that the Lessor would not have entered into this Lease except for said guaranty.
12. This Agreement shall be binding upon the executors, administrators, and successors of the parties hereto.

**CITY OF SHAWNEE, OKLAHOMA
STANDARD BULK HANGAR LEASE AGREEMENT**

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

Lessor: _____ day of _____, 2018.

LESSOR:
THE CITY OF SHAWNEE, OKLAHOMA,
A Municipal Corporation

By: _____
JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CITY CLERK

Lessee: _____ day of _____, 2018.

LESSEE:

Printed Name Dr. David G. Heon, MD

Signature: _____

E-mail: dghmd@hotmail.com

Address 2201 North Minnesota
 Shawnee, OK74804

Telephone: 405-481-1434

Aircraft: Beech 58 Baron

Registration No. N423MC

Shawnee Airport Authority

2.

Meeting Date: 06/04/2018

Consider Bids

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider Bids:

Fiscal Impact

Attachments

No file(s) attached.

Shawnee Airport Authority**2.a.**

Meeting Date: 06/04/2018

Bid Award

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Construct T-Hangar Taxilane, AIP Project No. 3-40-0088-018-2018 (Award)

Fiscal Impact**Attachments**

Award Memo

Request for Bids

Mailing List

Plan Holders List



Date: May 29, 2018

To: Shawnee Airport Authority

The Honorable Richard Finley, Mayor
Dub Bushong, Commissioner
Ron Gillham, Commissioner
James Harrod, Commissioner
Darren Rutherford, Commissioner
Ben Salter, Commissioner
Lesha Shaw, Commissioner

From: Bonnie A. Wilson, CM Airport Manager

A handwritten signature in blue ink, appearing to read "Bonnie A. Wilson", is placed next to the "From:" line.

Subject: Construct T-Hangar Taxilane, AIP Project No. 3-40-0088-018-2018
Award Contract for Construction

Nature of Request:

The Shawnee Regional Airport received a total of three (3) bids in response to the published Request for Bids/Invitation to Bid for the construction of a T-Hangar Taxilane. GCC Enterprises, Inc. (GCC), a Texas corporation of Dallas, Texas, is the apparent low bidder with a base bid of \$ 600,686, and Add Alternate 1, in the amount of \$216,871, for a total of \$817,557.

GCC will be supported by Peyton Enterprises of Oklahoma, Inc. (Peyton), an Oklahoma corporation, and Oklahoma Department of Transportation Certified Disadvantaged Business Enterprise (DBE).

A complete bid tabulation is provided as Attachment 1 to this memorandum.

Staff Analysis and Considerations:

The project engineer, H.W. Lochner (Lochner), reviewed GCC's submission for completeness, accuracy, and reasonableness of the unit prices proposed for materials and labor. Lochner has experience working with GCC as both a prime contractor and sub-contractor on prior similar successful projects.

The DBE Goal for this project was set at eight (8) percent participation. GCC exceeded this goal by subcontracting with Peyton for 8.8 percent of the work, valued at \$71,983.50. Lochner confirmed Peyton's certification status for providing hauling services as a subcontractor.

A copy of the engineer's letter of recommendation is provided as Attachment 2 to this memorandum.

Recommendation:

Airport staff recommends awarding the project to the apparent low bidder, GCC, for a construction phase including Alternate 1, of ninety (90) calendar days from the commencement date specified in the Notice-to-Proceed, and setting liquidated damages at \$1,350 per calendar day.

The Award of the contract will be contingent on receipt of Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant funding.

Budget Consideration:

The budget for construction services was approved at \$832,463, comprised of \$559,465 in AIP funds, and \$272,998 in Airport Capital funds. The bid submitted by GCC is below the project budget.

BID TABULATION SHEET**CONSTRUCT T-HANGAR TAXILANE****AIP PROJECT NO. 3-40-0088-018-2018****MAY 21, 2018****BIDDER****AMOUNT****GCC Enterprises Inc.**

Dallas, TX

Alternate:

\$600,686 ⁰⁰/₁₀₀\$216,871 ⁰⁰/₁₀₀**Crossland Heavy Contractors**

Edmond, OK

Alternate:

\$634,712 ⁵⁰/₁₀₀\$204,287 ⁵⁰/₁₀₀**Young Contracting LLC (Bid received after deadline)**

Oklahoma City, OK

Alternate:

\$109,921 ⁹⁰/₁₀₀\$251,216 ⁰⁹/₁₀₀

H.W. Lochner, Inc.
13439 Broadway Extension
Suite 101
Oklahoma City, OK 73114

T 405.748.6651

hwlochner.com

May 23, 2018

Justin Erickson
City Manager
16 W 9th St.
Shawnee, OK 74801

Re: Recommendation of Award
Shawnee Regional Airport – Construct T-Hangar Taxilane (AIP No. 3-40-0088-018-2018)

Dear Mr. Erickson:

We have completed tabulating and analyzing the bids for the above referenced project. As you are aware, three (3) bids were submitted, and GCC Enterprises, Inc. was the apparent low bidder. Based on the bids received and the interest shown by potential contractors we feel the project bidding phase was competitive. In addition, we feel that the proposed amount and respective unit prices submitted by GCC Enterprises, Inc. represent a fair and reasonable price for the project.

We have successfully completed projects with GCC Enterprises, Inc as a prime contractor and as a subcontractor. We have also reviewed the proposed DBE supplier and have verified that they are an approved DBE to perform in the State of Oklahoma. Therefore, we recommend the City of Shawnee enter into a contract **contingent on grant funding** with the apparent low bidder, GCC Enterprises, Inc., in the amount of \$817,557.00 for the work associated with the project.

H.W. Lochner, Inc., as the Consultant, recommends that the City of Shawnee awards the contract for the Construction of T-Hangar Taxilane to GCC Enterprises, Inc.

Sincerely,

H. W. LOCHNER, INC.



Kirk D. Evans, PE
Project Manager, Aviation

REQUESTS FOR BIDS / INVITATION FOR BIDS

**CITY OF SHAWNEE, OKLAHOMA
SHAWNEE REGIONAL AIRPORT
AIP PROJECT NO.: 3-40-0088-017-2017 (Design)
AIP PROJECT NO.: 3-40-0088-018-2018 (Construction)**

Sealed bids subject to the conditions and provisions presented herein will be received in the **City Clerk's office until 3:00 PM CDT on Monday, May 21, 2018** and then publicly opened and read at **6:00 PM CDT on Monday, May 21, 2018 at the Shawnee City Hall, 16 W 9th St, Shawnee, OK 74801**, for furnishing all labor, materials and equipment and performing all work necessary to:

Construct T-Hangar Taxilane

Plans and Specifications are on file and may be examined at the office of the **City Clerk, 16 W 9th St., Shawnee, OK 74801**, and at the office of the Consulting Engineers, H.W. Lochner, Inc., 13439 Broadway Ext., Suite 101, Oklahoma City, OK 73114.

Questions concerning the Plans and Specifications for this project should be directed to **Kirk Evans, PE** at Lochner in Oklahoma City, Oklahoma at **(405) 418-5881**.

A complete set of bid documents may be obtained from the Consulting Engineer, **Lochner, 13439 Broadway Ext., Suite 101, Oklahoma City, OK 73114, Telephone: (405) 418-5881** for a fee of **\$20. None of the charge will be refunded.** Bid documents will be provided electronically, which will include the construction plans and specifications in Adobe Acrobat® PDF Format accessible with Adobe Reader. The bidder will be responsible for acquiring, copying and distributing Bidding Documents (plans and specifications) necessary to bid and construct the project. Lochner will not provide hard paper copies of the project.

All bidders submitting a bid **must** obtain an electronic copy of bid documents from Lochner to submit a valid bid. Any proposal submitted that was obtained from an outside source other than Lochner will be considered an irregular proposal and will be eligible for rejection. When the bidder purchases a set of bid documents, the bidder will be placed on a plan holder's list which is necessary to supply bidders of any addenda that may be issued for the project.

When orders for a set of bid documents are received, the order will be processed no later than the next business day. If the Bidder requests delivery by some other means, the Bidder will be assessed the delivery charge, which is to be paid prior to delivery.

A prebid conference for this project will be held at **11:00 AM CDT on Wednesday, May 9, 2018 at the Shawnee Regional Airport Conference Room, 2202 Airport Dr., Shawnee, OK 74804**.

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

Bids may be held by the **City of Shawnee** for a period not to exceed **ninety (90) calendar days** from the date of the bid opening for the purpose of evaluating bids prior to award of contract.

The right is reserved, as the **City of Shawnee** may require, to reject any and all bids and to waive any informality in the bids received.

This project is subject to the requirements of the Davis-Bacon Act, as amended. The Contractor is required to comply with wage and labor provisions and to pay minimum wages in accordance with the schedule of wage rates established by the United States Department of Labor.

This project is subject to the requirements of 49 CFR Part 26 Disadvantaged Business Enterprise Participation. The owner has established a contract goal of **8.0%** participation for small business concerns owned and controlled by qualified disadvantaged business enterprises (DBE). The bidder shall make and document good faith efforts, as defined in Appendix A of 49 CFR Part 26, to meet the established goal.

Award of contract is also subject to the following Federal provisions:

- Executive Order 11246 and DOL Regulation 41 CFR PART 60 - Affirmative Action to Ensure Equal Employment Opportunity

- DOL Regulation 29 CFR Part 5 – Davis Bacon Act

- DOT Regulation 49 CFR PART 29 - Governmentwide Debarment and Suspension and Governmentwide Requirements for Drug-free Workplace

- DOT Regulation 49 CFR PART 30 - Denial of Public Works Contracts to Suppliers of Goods and Services of Countries that Deny Contracts to Suppliers of Goods and Services of Countries that Deny Procurement Market Access to U.S. Contractors (Foreign Trade Restriction).

- TITLE 49 United States Code, CHAPTER 501 – Buy American Preferences

Notice to Bidders List

<u>Company</u>	<u>Email</u>	<u>Company</u>	<u>Email</u>
South Central Content	content@constructconnect.com		jjones@provalue.net
Bid News	project@bidnews.com	Markwell Paving	darrell@markwellpaving.com
Autry Technology Center	dtoland@autrytech.edu	Maxwell Asphalt	contact@maxwellasphalt.com
E Plan	eplan@eplanbidding.com	Vance Brothers	maber@vancebrothers.com
Southwest Construction News	planroom@swcnews.com	Nash Construction	nashconbw@att.net
Blue Book	ddempsey@thebluebook.com	Redlands Contracting	chris.redlands@yahoo.com
		Allen Contracting	reed.greenhill@allen-contracting.com
		RFB Construction	mmo@rfbconstructionco.com
		Rudy Construction	ppratt@rudyconstruction.com
		Glover Construction	jobcost@gloverai.com
Altus Sand and Gravel	asandg@sbcglobal.net	Bishop Construction	bishopconstruction@sbcglobal.net
Time Striping	brian@timestriping.com	Sherwood	kylec@sherwoodoklahoma.com
		Silverstar Construction	aaronp@silverstarconst.com
Caswell Construction	allen@caswellconst.com	JLT Contracting	wassont@sbcglobal.net
Cedar Ridge	cedarridgegc.chris@att.net	Silverstar Construction	terrim@silverstarconst.com
	cgcllcok@yahoo.com	Mitchell GC	tim@mitchellgc.com
Circle C Paving	chad@circlecpaving.com	Robinson Fence	tmowry@robinsonfence.com
Ronbinson Construction	chad.robinsonconst@gmail.com	Austin Paving	austinpaving@aol.com
Circle S	circles@htswireless.com	Trent Construction	blaine@trentconstruction.com
Contech	alight@contechinc.net	Tri-City Seal Co., Inc.	jayson.dedmon@gmail.com
Carnahan White	dean@carnahanwhite.com	TTK Construction	mikemartin@ttkconstruction.com
Downey Contracting	rmorris@downeycontracting.com	Hydro Blasting	HB@hydro-blasting.com
		RFB Construction	sap@rfbconstructionco.com
American Fence	graham@americanfenceok.com	Hi-Lite Airfield Services	dennish@hi-lite.com
GPC	jsylvester@gpcok.com	A-Tech Paving	bids@atechpaving.com
Atlas Asphalt	harveyisparks@atlasasphaltok.com	Brandon English-620-260-0602	Benglish118@yahoo.com
PRS	prsjim@aol.com	GCC Enterprise	tmcdonald@gccenterprise.com
PRS	prsjim@gmail.com		
Grip Flex / Ameriseal	jbecker@grip-flex.com		
Meridian Construction	k.irby@meridiancon.net		
	keystone@olp.net		
Site Solutions	kris@sitesolutionsok.com		

PLANHOLDERS LIST

Project: The Shawnee Regional Airport - The work shall consist of Construct T-Hangar Taxilane.

BID OPENING: Sealed Bids, addressed to City Clerk, Shawnee City Hall, 16 W. 9th St., Shawnee, OK 74801, will be received until **3:00PM CDT on Monday, May 21, 2018**.

Each sealed bid shall be identified in the upper left hand corner as follows: Bid of: (Name and address of Contractor) for construction improvements at the Shawnee Regional Airport; AIP No.: 3-40-0088-018-2018; To be received before: 3:00PM CDT on Monday, May 21, 2018; To be opened at 6:00PM CDT on Monday, May 21, 2018.

The sealed bids will be opened and read aloud at **6:00PM CDT on Monday May 21, 2018 at Shawnee City Hall, 16 W. 9th St., Shawnee, OK 74801**.

Pre-bid Conference will be held at 11:00AM CDT on Wednesday, May 9, 2018 at the Shawnee Regional Airport Conference Room, 2202 Airport Dr., Shawnee, OK 74804.

DEPOSIT FOR PLANS AND SPECIFICATIONS: \$20.00 – Non-Refundable

Lochner Job Number: 13125

NAME AND ADDRESS OF PLANHOLDERS	SET NO.	DATE ORDERED	DATE EMAILED	PAYMENT RECEIVED	ADDENDUMS SENT	ACKNOWLEDGEMENT RECEIVED	TELEPHONE AND FAX NUMBERS
Lochner 13439 Broadway Ext. #101 Oklahoma City, OK 73114	1	N/A	N/A	NO CHARGE			Phone: (405) 418-5886 Patrick Barnas, PE pbarnas@hwlochner.com
City of Shawnee PO Box 1448 Shawnee, OK 74802-1448	2	N/A	N/A	NO CHARGE			Phone:
Pavement Repair Service, Inc. 1951 S. Stephanie St. Sapulpa, OK 74066	3	4/25/18	4/25/18				Phone: (918) 557-5362 Jim Scism prsjim@aol.com ; prsjim@gmail.com
ePlan 1400 Forum Blvd. Suite 7B Columbia, MO 65203	4	4/25/18	4/25/18	\$20 Check #12631			Phone: (573) 447-7130 Sharon Picard sharonp@eplanbidding.com
Construct Connect 3825 Edwards Rd, Suite 800 Cincinnati, OH 45209	5	4/26/18	4/26/18				Phone: Lindsey Wehrle Lindsey.wehrle@constructconnect.com
GCC Enterprise 1601 Valley View Ln. Dallas, TX 75321	6	4/26/18	4/26/18	\$20 Check #1368			Phone: (405) 612-8400 Tony McDonald tmcdonald@gccenterprise.com
Crossland Heavy Contractors Inc 13919 N. Harvey Ave Oklahoma City, OK 73013	7	4/27/18	4/27/18	\$20 Check #1012			Phone: (405) 748-5043 N. Pressley npressley@crossland.com
JLT Contracting 106 N Harrison Ave Cushing, OK 74023	8	4/27/18	4/27/18	\$20 Cash			Phone: (918) 225-2242 Tammy Wasson wassont@sbcglobal.net
Ellsworth Inc. 5141 S 24 th W Ave Tulsa, OK	9	4/27/18	4/27/18				Phone: (918) 384-8140 Jeremy jeremy@ellsworthinc.com
MTZ Construction 3545 SW 37 th St OKC, OK 73119	10	5/2/18	5/2/18	\$20 Check #11554			Phone: (405) 923-0948 Mtzconstruction2012@hotmail.com
Young Contracting 510 E. Memorial Road, Suite A-3 OKC, OK 73114	11	5/4/18	5/4/18	\$20 Check #9893			Phone: (405) 286-5588 Karen Hohne bidroom@mlyoung.com
CP3 Enterprises, Inc.	12	5/9/18	5/9/18	\$20 Cash			Phone: (405) 374-9013

13112 NS 3500 Maud, OK 74854							Nick CP3Nick@yahoo.com
ROCA Engineering, Inc. 3200 NW 38 th St. Oklahoma City, OK 73112	13	5/9/18	5/10/18				Phone: (405) 684-8920 Victor H. Pozadas vpozadas@rocaengineering.com
Construct Connect 30 technology Pkwy South, Ste.100 Norcross, GA 30092	14	5/11/18	5/11/18				Phone: (323) 602-5079 Louen Lea Carilla Lea.Carilla@constructconnect.com