

AGENDA
SHAWNEE AIRPORT AUTHORITY
May 16, 2017 AT 6:30 P.M.
RESCHEDULED FROM MAY 15, 2017
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 1, 2017 regular meeting.
 - b. Acknowledge Airport Advisory Board Minutes from March 15, 2017 meeting.
2. Consideration, discussion, and possible action on an Agreement for Services with H.W. Lochner for FAA AIP Project No. 3-40-0088-017-2017; Design taxiway/apron area.
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: 05/16/2017

SAA Minutes

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the May 1, 2017 regular meeting.

Fiscal Impact

Attachments

SAA 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 1, 2017, DURING THE BOARD OF CITY COMMISSIONERS MEETING AT 6:30 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, Shaw, Salter

ABSENT: None

Call to Order

Declaration of a Quorum

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

- a. Minutes from the April 17, 2017 regular meeting.
- b. Approve OG&E utility easement with OG&E for new electrical line(s) for Delta Wings Equipment, LLC on the Shawnee Regional Airport.
- c. Approve an amendment to land lease agreement between the Airport Authority and Shawnee Lube, LLC.

Trustee Shaw asked that Consent Agenda Item No. 1(c) be pulled for separate discussion.

A motion was made by Trustee Gillham, seconded by Trustee Harrod, to approve Consent Agenda Item Nos. 1(a-c), less Consent Agenda Item No. 1(c). Motion carried 7-0.

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

NAY: None

Regarding Consent Agenda Item No. 1(c), Commissioner Shaw asked if the lease agreement was keeping up with the federal Consumer Price Index (CPI). City Manager Erickson advised that the CPI is a part of the lease agreement and

will be adjusted annually. A motion was made by Trustee Shaw, seconded by Trustee Gillham, to approve Consent Agenda Item No. 1(c). Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 2:

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. 3:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:33 p.m.)

RICHARD FINLEY
CHAIRMAN

ATTEST:

PHYLLIS LOFTIS, SECRETARY

Shawnee Airport Authority

1.b.

Meeting Date: 05/16/2017

AAB Minutes

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Airport Advisory Board Minutes from March 15, 2017 meeting.

Fiscal Impact

Attachments

AAB Minutes

MINUTES
AIRPORT ADVISORY BOARD REGULAR MEETING MARCH 15 2017, 5:30 P.M.
TERMINAL BUILDING
2202 AIRPORT DRIVE

PRESENT: Kevin Huddleston, Andy Freeman, Bert Humphrey, Will Smallwood

ABSENT: John Klaser, Jim Smith, Barry Fogerty

CALL TO ORDER

DECLARATION OF A QUORUM

ITEM ONE: Consideration and approval of the consent agenda.

1. Minutes from the January 18, 2017 meeting

Humphreys motioned to approve consent agenda. Freeman seconded. Board unanimously approved the motion.

ITEM TWO: Citizen Comments

Ben Crooch of Scissortail Skydiving asked to the airport to better enforce the speed limit for automobile driving on the airport.

ITEM THREE: Discussion and recommendation on Airport Budget for fiscal year 2017/2018.

Sementelli presented the Airport Budget for fiscal year 2017/2018. Humphreys motioned to approve the 2017/18 budget. Smallwood seconded. Board unanimously approved the motion.

ITEM FOUR: Update on Kickapoo property survey and appraisal. Update on Metro Mart land release request.

English shared with the board the new boundaries of the Airport property along Kickapoo Street and updated them on the Metro Mart land release request. No action taken.

ITEM FIVE: Staff Report

English gave staff report.

ITEM SIX: Board Comments

No board comments

ITEM SEVEN: New Business

No new business.

ITEM EIGHT: Adjournment

Board adjourned at 6:30pm.

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Shawnee Airport Authority

2.

Meeting Date: 05/16/2017

Lochner Agreement

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration, discussion, and possible action on an Agreement for Services with H.W. Lochner for FAA AIP Project No. 3-40-0088-017-2017; Design taxiway/apron area.

Fiscal Impact

Attachments

Lochner Memo

Lochner CIP

Lochner Contract



Date: May 16, 2017

To: Shawnee Airport Authority

From: Keenan English, Airport Manager

RE: **Contract with H.W. Lochner, Inc. for design, engineering, and administrative services**

Nature of Situation: This contract between H.W. Lochner, Inc and the Shawnee Airport Authority is for designing, engineering, and administering a new taxiway/apron area on the airport i.e. **phase 1** of the t-hangar construction project. See below:

Phase 1- Design of new taxiway/apron – (cost, \$82,531)

Phase 2 – Construct new taxiway/apron (estimated cost, \$743,346)

Phase 3 –Design and construct T-hangars – (estimated cost, \$350,000)

The Airport hired H.W. Lochner in April of 2014 to be our exclusive engineers/consultants for the next 5 years. Each contract is then negotiated on a project by project basis. For this year, Lochner would be providing the following services in exchange for **\$82,531** of which 90% will be paid by the Federal Aviation Administration (FAA). Services are, but not limited to:

1. Preliminary services such as FAA grant applications, aeronautical surveys, etc.
2. Prepare and finalize engineer's design report
3. Prepare construction plans and contract documents.
4. Administer and submit invoice summaries and quarterly performance reports.
5. Perform field surveys and environmental studies.
6. Perform geotechnical and pavement investigations and reports.
7. Prepare storm water pollution prevention plan (SWPPP) for new construction.

Staff Analysis, Considerations: These engineering/consultant costs make up 11% of the total estimated cost of constructing the taxiway/apron. It should also be noted, that it is likely that FAA will forward us 2019/20's \$150,000 NPE federal dollars for construction next year. See the 5 year CIP spreadsheet attached in this packet for details. The forwarding of this money would help alleviate any cost to the City and would allow the Airport to pay for most if not all of the local matching dollars required to complete the project.

Contract is also contingent on FAA approval of grant dollars.

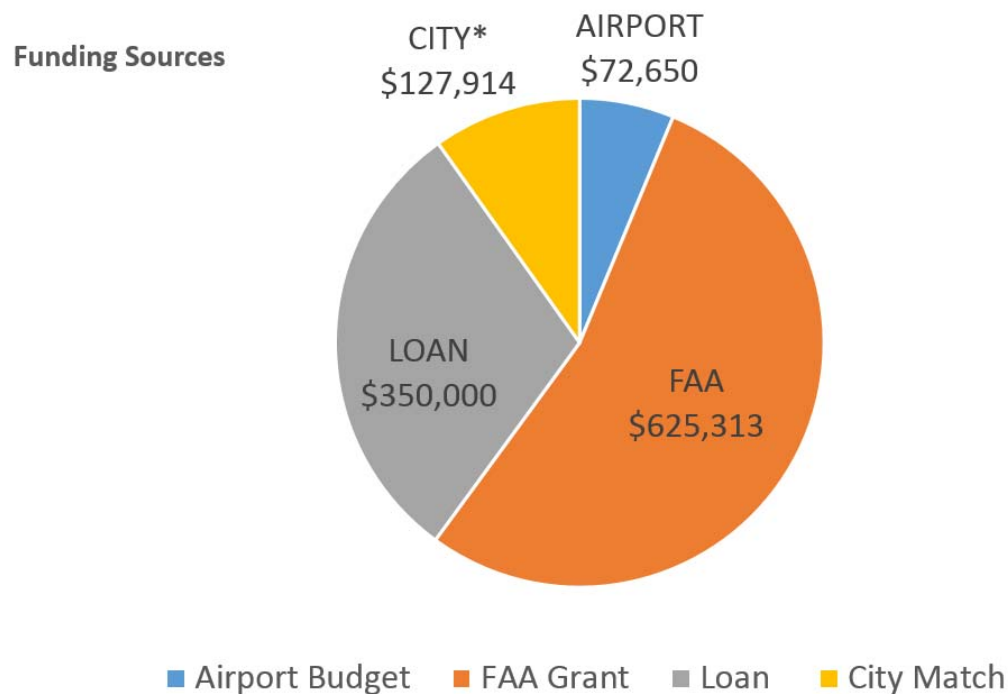
Recommendation: Airport staff has negotiated the contract terms and price with H.W. Lochner and have concluded that the contracts seems fair and reasonable. The Airport Advisory Board has reviewed and recommended accepting the contract as is at the May 10, 2017 Airport Board meeting. Airport staff also recommends approval.

Budget Consideration:

The airport would be responsible for 10% of the total cost amounting to

	PROJECT	COST
2017/2018 Phase 1	Administration and Engineering of new ramp for T-Hangars	\$82,531
2018/2019 Phase 2	Administration, inspection, and construction of new ramp for T-hangars	\$743,346
2019 or 2020 Phase 3	Design and construction of T-hangars	\$350,000

TOTAL COST OF PROJECT - \$1,175,877



* City match subject based on NPE funding levels

5 Year Capital Improvement Plan (CIP)

Shawnee Regional Airport (KSNL), Shawnee, OK:

\$150,000 FY 2017 Entitlement Balance (Expires FY 2020)

\$300,000 FY 2018 Entitlement Balance (Expires FY 2021) ↔ NPE Swap

NONE FY 2019 Entitlement Balance (Expires FY 2022)

\$150,000 FY 2020 Entitlement (for planning purposes through (Expires FY 2023))

Fed FY	Entitlement Available	Funding Source	ODO Project Component/Phase	Estimated Cost	Funding Plan			
					FAA	Additonal AIP	Other	Match
2017	\$469,265	AIP	Install New Ramp for T-Hangar (Design)	\$82,531	\$74,278			\$8,253
	\$394,987	Remaining Funds FY 2017 Annual Subtotals:		\$82,531	\$74,278			\$8,253
2018	\$694,987	AIP	Install New Ramp for T-Hangar (Construct)	\$743,346	\$669,011			\$74,335
	\$25,976	Remaining Funds FY 2018 Annual Subtotals:		\$743,346	\$669,011			\$74,335
2019	No NPE	Other	Roll Over NPE					
		Local	10 Unit 10-hangar	\$350,000				\$350,000
	#VALUE!	Remaining Funds FY 2019 Annual Subtotals:		\$350,000				\$350,000
2020	\$150,000	AIP	Roll Over NPE					
	\$150,000	Remaining Funds FY 2020 Annual Subtotals:						
2021	\$300,000	Other	Roll over NPE					
	\$300,000	Remaining Funds FY 2021 Annual Subtotals:						
5 Year CIP Totals:				\$1,175,877	\$743,289	\$432,588		

**AGREEMENT FOR SERVICES
FOR IMPROVEMENTS TO THE
SHAWNEE REGIONAL AIRPORT
AIRPORT, OKLAHOMA**

F.A.A. A.I.P. PROJECT NO. 3-40-0088-017-2017

THIS AGREEMENT made and entered into this _____ day of _____, 2017 by and between the City of Shawnee, Oklahoma, with offices located at 16 W 9th Street Shawnee, OK 74801, hereinafter referred to as the "Sponsor", and H.W. Lochner, Inc. (Lochner), with offices located at 13439 Broadway Ext., Suite 101, 73114, hereinafter called the "Consultant."

WITNESSETH:

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

- Construct Taxiway (T-hangar taxilane)

WHEREAS, the Sponsor has agreed to employ the Consultant to provide the engineering services required for performing pavement and geotechnical investigations, topographical survey, and for preparing engineer's design report, designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, engineer's opinion of probable construction cost and project budget. The Consultant shall also assist the Sponsor with administrative services. The Sponsor may add to this Agreement by Supplement the additional services for providing bidding, construction administration, construction observation, and materials acceptance testing services for the proposed Project upon completion of the Design Phase 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, agrees to perform the engineering and airport airspace analysis survey services enumerated as follows:

Associated Engineering Services

The Consultant will perform surveys, and pavement and geotechnical investigations to produce engineer's design report, 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 and coordination with the FAA. The services required for bidding, construction administration, construction observation, and materials acceptance testing may be added to this Agreement by Supplement upon completion of the Design Phase services.

All services will be performed in accordance with good engineering practice and applicable published design criteria of the FAA, primarily FAA Advisory Circulars.

- AC 150/5300-13A "Airport Design," with Change 1 dated 02/26/2014
- Advisory Circular 150/5370-10G "Standards for Specifying Construction of Airports."

SDH
5-8-17

A. BASIC SERVICES

1. Preliminary Phase

- a. Coordination with the Sponsor and FAA regarding Project scope, schedule, and budget.
- b. Coordinate and conduct a site visit to evaluate the condition of the existing site.
- c. Prepare Sponsor Certification for Selection of Consultants for Sponsor review and submittal to the FAA.
- d. Assist the Sponsor in preparation of FAA Project Phase I Design Only Grant Application for federal funding for submittal to the FAA Airports Division.
- e. Prepare Sponsor Certification for Drug-Free Work Place for Sponsor review and submittal to the FAA.
- f. Prepare topographical and aeronautical survey services and geotechnical and pavement investigation services Scopes of Services and subconsultant Agreements.

2. Design Phase – Engineer’s Design Report

- a. Prepare Preliminary Engineer's Design Report: The Design Report will include a narrative regarding the proposed construction project, pavement and soils investigation and laboratory test results, pavement design, construction safety and phasing, drainage design, environmental considerations, engineer's opinion of probable construction cost, Project budget and identification of deviation from FAA design criteria. Submit Preliminary Engineer’s Design Report, including engineer's opinion of probable construction cost and Project budget, to the Sponsor and FAA for review and comment. PDF copies will be submitted electronically with hard copies provided upon request.
- b. Finalize Engineer’s Design Report with consideration of preliminary (90%) review comments and submit Final Engineer’s Design Report to the Sponsor and FAA for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request. Final report will be submitted with final Construction Plans and Contract Documents/Technical Specifications.

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
 - Typical Sections and Summary of Quantities
 - Demolition Plan
 - Taxilane(s) Plan and Profile

- Spot Elevations
 - Grading Plans and Erosion Control Details
 - PCCP Joint Plan and Details
 - Pavement Marking Plan and Details
 - Miscellaneous Details
 - Cross Sections – Taxilane(s)
- 2) Prepare Contract Documents/Technical Specifications that are in accordance with FAA criteria and satisfy project specific needs. The specifications shall be developed using FAA Advisory Circular 150/5370-10G.
 - 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 and FAA for review and comment. PDF copies will be submitted electronically with hard copies provided upon request.
 - 4) Attend and conduct a Design Review Meeting and conduct a field check at the Airport at the 90% preliminary submittal level.
 - 5) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary (90% completion) review comments.
 - 6) 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.

B. SPECIAL SERVICES

1. Administrative Assistance

- a. Assist the Sponsor in preparation of required Sponsor Certifications throughout the project for submittal to the FAA Airports Division.
- b. Assist the Sponsor in preparation of Invoice Summary forms as required for requests for reimbursement and SF Forms 271 and 425.
- c. 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.

2. Field Survey – Engineering Design

- a. Perform field surveys as required for the Project. The survey areas as depicted on the attached Exhibit I will consist of the following:
 - 1) Establish survey baselines for improvement areas and set horizontal control points as shown on Exhibit I for use during the survey and construction.

- 2) Establish vertical control at the site based upon U.S.G.S. NAVD 88 datum and set benchmark for use during construction within close proximity of Runway if one is not already located there.
- 3) Obtain full cross section elevations along the project area at 100' intervals. Each cross section will contain elevations at the centerline, edges of pavement, grade breaks, and midpoints between grade breaks with readings no greater than 50' apart. Ground elevations shall also be obtained at the edge of pavement.

3. Geotechnical and Pavement Investigation

- a. Perform pavement and geotechnical investigations for the Project.
 - 1) Perform geotechnical investigation and laboratory tests required for design. At locations BH-1 through CBH-2, push Shelby Tubes to a depth of 5' below the pavement section to obtain soil samples and log the soil profile. Also obtain auger borings/cuttings below the pavement section to obtain a composite soil sample for laboratory testing.
 - 2) Obtain two (2) shallow pit soil samples at the site as shown on Exhibit II. The samples shall be taken 1' to 2' below the existing ground surface.
 - 3) Perform laboratory testing of the soil samples. The laboratory testing will include individual analysis of the two (2) shallow pit samples and the two (2) composite soil samples consisting of liquid and plastic limits (Atterberg Limits), grain size analysis (hydrometer method), standard proctor compaction test (moisture-density relationship), remolded California Bearing Ratio (CBR) test, and classification of the samples in accordance with the Unified Soil Classification System (USCS).
 - 4) Prepare a site specific written pavement investigation and geotechnical report providing discussion of field and laboratory procedures, observations related to the materials encountered during the coring and shallow test pit operations, and results of laboratory tests. If subgrade treatment is required, provide recommendations related to preparation and modification methods.

4. Permitting / SWPPP / CatEx Checklist

- 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, and ensure compliance with the terms and conditions of the general permit.
- b. Assist the Sponsor in preparation of Notice of Intent land disturbance permit for submittal.
- c. Prepare a Categorical Exclusion (CatEx) Checklist in accordance with FAA guidance. The Categorical Exclusion will include coordination with other regulatory agencies to ensure the project does not violate the requirements of NEPA, the Endangered Species Act, the Historic Preservation Act, or Section 404 of the Clean Water Act.

D. CONSTRUCTION SERVICES

1. The Scope of Services required for construction administration, construction observation, and materials acceptance testing for the Project may be added to this Agreement by Supplement.

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 this project.
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.

ARTICLE III TIME SCHEDULE

The Consultant agrees to proceed with the services 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:

SCHEDULED PERFORMANCE IN CALENDAR DAYS OR BY DATE

A. BASIC SERVICES

1. Preliminary Phase..... As Required
2. Design Phase – Engineer’s Design Report
 - a. Submit Preliminary Engineer’s Design Report..... Antic. November 30, 2017
 - b. Submit Final Engineer’s Design Report 30 Calendar Days After
Receipt of Review Comments for Item A.3.a.3)
3. Design Phase – Plans and Specifications
 - a.3) Submit Preliminary Plans and SpecificationsAntic. February 1, 2017

- a.6) Submit Final Plans and Specifications 30 Calendar Days After
Receipt of Review Comments for Item A.3.a.3)

B. SPECIAL SERVICES

1. Administrative Assistance As Required
2. Field Survey – Engineering Design 45 Calendar Days After
Receipt of Notice to Proceed
3. Geotechnical and Pavement Investigation 45 Calendar Days After
Receipt of Notice to Proceed
4. Permitting / SWPPP / CatEx Checklist As Required
5. Complete Airport Airspace Analysis Survey As Required

C. CONSTRUCTION SERVICES – FAA ELIGIBLE

1. Construction Services May be Added by Supplement

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

**ARTICLE IV
COMPENSATION**

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

COMPENSATION SCHEDULE

A. BASIC SERVICES

1. Preliminary Phase \$5,060.70 Lump Sum
2. Design Phase – Engineer’s Design Report \$13,083.94 Lump Sum
3. Design Phase – Plans and Specifications \$43,579.65 Lump Sum
- Subtotal Basic Services \$61,724.28 Lump Sum

B. SPECIAL SERVICES

1. Administrative Assistance \$4,621.82 Lump Sum
2. Field Survey – Engineering Design \$7,786.35 Lump Sum
3. Geotechnical and Pavement Investigation \$6,935.64 Lump Sum
4. Permitting / SWPPP / CatEx Checklist \$1,463.02 Lump Sum
- Subtotal Special Services \$20,806.83 Lump Sum
- Total Basic and Special Services \$82,531.11 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 and Items B. and C. 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 D. Construction Services, the method of payment may be added to this Agreement by Supplement upon completion of Item A.3. Design Services phase.

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 2011. 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.

SDH
5-8-17

Upon request, the Consultant shall furnish to the Sponsor a certificate or certificates of insurance showing compliance with this paragraph.

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:  _____
Kirk D Evans, P.E.

By:  _____
Steven D. Harris, P.E.

Title: Project Manager

Title: Vice-President, Director of Aviation

DERIVATION OF CONSULTANT PROJECT COSTS

CONSTRUCT TAXILANE FOR FUTURE HANGAR

FAA PROJECT NO. A.I.P. 3-20-0035-030

SHAWNEE REGIONAL AIRPORT (SNL)

SHAWNEE, OK

BASIC AND SPECIAL SERVICES

April 15, 2017

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	3	\$65.00	\$ 195.00
Project Manager	53	\$58.00	\$ 3,074.00
Design Engineer II	140	\$38.00	\$ 5,320.00
Design Engineer I	255	\$30.00	\$ 7,650.00
Senior Electrical Engineer	2	\$52.00	\$ 104.00
Senior Airport Planner	8	\$43.00	\$ 344.00
Environmental Scientist	13	\$32.00	\$ 416.00
Technician	182	\$24.00	\$ 4,368.00
Administrative Asst.	62	\$20.00	\$ 1,240.00

Total Direct Salary Costs = \$ 22,711.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 175.00% = \$ 39,744.25

3. SUBTOTAL:

Items 1 and 2 = \$ 62,455.25

4. PROFIT:

15% of Item 3 Subtotal = \$ 9,368.29

Subtotal of Items 3 and 4 \$ 71,823.54

5. OUT-OF-POCKET EXPENSES:

a. Mileage	400 miles @ \$0.535/mile =	\$ 214.00
b. Meals	1 @ \$51.00/day =	\$ 51.00
c. Motel	0 days @ \$83.00/day =	\$ -
d. Mailing & Misc. Expenses	=	\$ 442.57

Total Out-of-Pocket Expenses = \$ 707.57

6. SUBCONTRACT COST:

a. Frontier Land Survey, LLC (Topo. Survey)	\$ 5,500.00
b. Terracon (Geotech Investigation)	\$ 4,500.00
c. DBE PLAN PREPERATION SERVICES	\$ -

7. TOTAL FEE:

Items 4, 5 and 6 \$ 82,531.11

SDH
5-8-17

ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN

**CONSTRUCT TAXILANE FOR FUTURE HANGAR
SHAWNEE REGIONAL AIRPORT (SNL)
SHAWNEE, OK**

April 15, 2017

Classification:	Principal	Project Manager	Design Engineer II	Design Engineer I	Senior Elec. Engineer	Senior Airport Planner	Environ. Scientist	Technician	Admin. Assistant	Other Costs
Hourly Rate:	\$205.56	\$183.43	\$120.18	\$94.88	\$164.45	\$135.99	\$101.20	\$75.90	\$63.25	
A. BASIC SERVICES - FAA ELIGIBLE										
1. Preliminary Phase:	3	10	10	4	0	0	0	8	5	(1,2)
Labor Subtotal =	\$ 4,955.64	\$616.69	\$1,834.25	\$1,201.75	\$379.50	\$0.00	\$0.00	\$0.00	\$607.20	\$316.25
Expense Subtotal =	\$ 105.06									\$ 105.06
Subconsultant Subtotal =	\$ -									\$ -
Total Fee =	\$ 5,060.70									
2. Design Phase - Engineer's Design Report:	0	8	18	51	2	8	0	28	16	(2)
Labor Subtotal =	\$ 13,023.18	\$0.00	\$1,467.40	\$2,163.15	\$4,838.63	\$328.90	\$1,087.90	\$0.00	\$2,125.20	\$1,012.00
Expense Subtotal =	\$ 60.76									\$ 60.76
Subconsultant Subtotal =	\$ -									\$ -
Total Fee =	\$ 13,083.94									
3. Design Phase - Plans and Specs:	0	27	69	196	0	0	0	140	15	(1,2)
Labor Subtotal =	\$43,414.80	\$0.00	\$4,952.48	\$8,292.08	\$18,595.50	\$0.00	\$0.00	\$0.00	\$10,626.00	\$948.75
Expense Subtotal =	\$ 164.84									\$ 164.85
Subconsultant Subtotal =	\$ -									\$ -
Total Fee =	\$ 43,579.64									
PART A SUBTOTAL =	\$ 61,724.28									
B. SPECIAL SERVICES - FAA ELIGIBLE										
1. Administrative Assistance:	0	4	15	4	0	0	0	0	26	(2)
Labor Subtotal =	\$ 4,560.33	\$0.00	\$733.70	\$1,802.63	\$379.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1,644.50
Expense Subtotal =	\$ 61.49									\$ 61.49
Subconsultant Subtotal =	\$ -									\$ -
Total Fee =	\$ 4,621.82									
2. Field Survey - Engineering Design:	0	2	12	0	0	0	0	6	0	(2,3)
Labor Subtotal =	\$ 2,264.35	\$0.00	\$366.85	\$1,442.10	\$0.00	\$0.00	\$0.00	\$0.00	\$455.40	\$0.00
Expense Subtotal =	\$ 22.00									\$ 22.00
Subconsultant Subtotal =	\$ 5,500.00									\$ 5,500.00
Total Fee =	\$ 7,786.35									
3. Geotech. & Pavement Investigation:	0	2	16	0	0	0	0	0	0	(1,2,3)
Labor Subtotal =	\$ 2,289.65	\$0.00	\$366.85	\$1,922.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expense Subtotal =	\$ 145.99									\$ 145.99
Subconsultant Subtotal =	\$ 4,500.00									\$ 4,500.00
Total Fee =	\$ 6,935.64									

SDH
5-8-17

Classification:	Principal	Project Manager	Design Engineer II	Design Engineer I	Senior Elec. Engineer	Senior Airport Planner	Environ. Scientist	Technician	Admin. Assistant	Other Costs
Hourly Rate:	\$205.56	\$183.43	\$120.18	\$94.88	\$164.45	\$135.99	\$101.20	\$75.90	\$63.25	
4. Permitting / SWPPP / CatEx Checklist:	0	0	0	0	0	0	13	0	0	(2)
Labor Subtotal =	\$ 1,315.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,315.60	\$0.00	\$0.00	
Expense Subtotal =	\$ 147.42									\$ 147.42
Subconsultant Subtotal =	\$ -									\$ -
Total Fee =	\$ 1,463.02									
5. Update DBE Program for FFY 2016-2018:	0	0	0	0	0	0	0	0	0	(2)
Labor Subtotal =	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Expense Subtotal =	\$ -									\$ -
Subconsultant Subtotal =	\$ -									\$ -
Total Fee =	\$ -									
PART B SUBTOTAL =	\$ 20,806.83									
GRAND TOTAL =	\$ 82,531.11									

SDH
5-8-17

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

FEDERAL CONTRACT PROVISIONS ATTACHMENT "A"

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E). ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR" SHALL PERTAIN TO ANY AND ALL SUBCONSULTANTS UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE IN THE AGREEMENT TO "CONSULTANT" SHALL PERTAIN TO THE A/E.

ACCESS TO RECORDS AND REPORTS

(Reference: 2 CFR § 200.326, 2 CFR § 200.333)

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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the 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.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

CIVIL RIGHTS – TITLE VI ASSURANCES

1) Title VI Solicitation Notice

(Reference: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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.

2) Title VI Clauses for Compliance with Nondiscrimination Requirements

(Reference: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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:

- a) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b) **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 Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c) **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 Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- d) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, 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 Acts, Regulations, 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.
- e) **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:
 - i. Withholding payments to the contractor under the contract until the contractor complies; and/or

- ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f) **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 Acts, the Regulations 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.

3) **Title VI List of Pertinent Nondiscrimination Authorities**

(Reference: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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 {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} 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 {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

(Reference: 29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(Reference: 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.

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.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(Reference 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The 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))

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

(Reference: 49 CFR part 30))

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

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

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 a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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.

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.

TEXTING WHEN DRIVING

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), 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.

The contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The contractor must include these policies in each third party subcontract involved on this project.

VETERAN'S PREFERENCE

(Reference: 49 USC § 47112(c))

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO A/E CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

(Reference 2 CFR § 200 Appendix II(B))

- a) The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b) If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c) If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

PROVISIONS APPLICABLE TO A/E CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

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.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

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 A/E CONTRACTS EXCEEDING \$100,000

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: 49 CFR § 18.36(i)(12))

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

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.