

AGENDA
SHAWNEE AIRPORT AUTHORITY
April 7, 2014 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

1. Consider approval of Consent Agenda:
 - a. Minutes from the March 17, 2014 meeting.
2. Discussion, consideration and possible action on entering into a contract with Lochner Aviation Services for the service of Airport Consultant.
3. New Business

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

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

Shawnee Airport Authority

1. a.

Meeting Date: 04/07/2014

Minutes

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Minutes from the March 17, 2014 meeting.

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, MARCH 17, 2014, 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: Agee, Harrod, Mainord, Hall, Winterringer, Smith

ABSENT: Stephens

Call to Order

Declaration of a Quorum

AGENDA ITEM NO. 1: Consider approval of Consent Agenda

a. Minutes from the March 3, 2014 meeting.

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

AYE: Smith, Hall, Winterringer, Agee, Harrod, Mainord

NAY: None

AGENDA ITEM NO. 2: Consider approval of a commercial lease between the Shawnee Airport Authority and Scissortail Skydiving, LLC.

Assistant Airport Manager Keenan English reported that they were negotiating a discount lease rate on this property so the lessee can make needed improvements. It is a 10-year lease, with the first 5 years of the lease being at the rate of \$1.00 per square foot. After 5 years, the rate increases to \$1.50 per square foot.

A motion was made by Trustee Hall, seconded by Trustee Winterringer, to approve a commercial lease between the Shawnee Airport Authority and Scissortail Skydiving, LLC. Motion carried 6-0.

AYE: Hall, Winterringer, Smith, Agee, Harrod, Mainord

NAY: None

AGENDA ITEM NO. 3:

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. 4:

Administrative Reports

There was no Administrative Reports.

AGENDA ITEM NO. 5:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (8:47 p.m.)

ATTEST:

WES MAINORD
CHAIRMAN

PHYLLIS LOFTIS, CMC, CITY CLERK
SECRETARY

Shawnee Airport Authority

2.

Meeting Date: 04/07/2014

Airport Consultant Agreement

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on entering into a contract with Lochner Aviation Services for the service of Airport Consultant.

Attachments

Memo Airport Consultant

Contract Airport Consultant

Mayor
WES MAINORD



The City of Shawnee
Airport Assistant Manager

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Shawnee, Oklahoma 74802-1448
(405) 878-1625 Fax (405)
www.ShawneeOK.org

Commissioners

PAM STEPHENS
LINDA AGEE
JAMES HARROD
KEITH HALL
JOHN WINTERRINGER
STEVE SMITH

Date: March 25, 2014

To: Shawnee Airport Authority

From: Keenan English, Assistant Airport Manager

RE: Shawnee Regional Airport Consulting Services

Nature of the Request:

The Airport staff and the Airport Consultant Selection Committee is seeking the approval of the Shawnee Airport Authority to enter into a General Consulting Contract with Lochner Aviation Services.

Staff Analysis, Considerations:

The Airport Consultant Selection Committee conducted interviews to three qualifying consulting firms on March 19, 2014. The Selection Committee is comprised of Assistant Airport Manager, Keenan English, City Engineer, John Krywicki, and Airport Advisory Board Chairperson, Terry Toole. The Selection Committee chose the most qualified candidate based on five different criteria. They were: (1) Firm qualifications (2) Project team qualifications (3) Knowledge of FAA & OAC regulations (4) Current workload (5) Overall presentation.

If approved, Lochner will provide the Airport services that include but aren't limited to:

- Applying for State and Federal Grants
- Planning and Designing future projects
- Engineering services
- Assistance with construction bidding processes

Recommendation:

By far, Lochner Aviation Services outperformed the other candidates on every level. Their preparation, enthusiasm, knowledge of the airport, and dedication to work diligently on the needs of the airport set them apart from the other candidates. The Airport Selection Committee as well as the Airport staff recommends negotiating a contract with Lochner Aviation Services.

Budget Consideration:

No impact on budgets. Lochner is paid with State and Federal funds on a project by project basis.

Project specific services and fees will be negotiated separately and a contract amendment will be executed only after an independent fee analysis for the specific services to be performed has

been obtained by the Board. This means, prior to fee negotiations, the consultant will submit to the Board a scope of services that will satisfy the objectives and goal of the project. The Board will review the scope of services and if the Board agrees with the scope of services will develop or have a third party develop an independent fee analysis (estimated cost for the services). At this point, the consultant will submit to the Board a scope of services that will satisfy the objectives and goal of the project along with a detailed cost for the services. The Board will negotiate the fees based on the independent fee analysis and the detailed costs provided by the consultant.

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

THIS BASE AGREEMENT made and entered into this day of , 2014 by and between the City of Shawnee, Oklahoma, hereinafter called the "Sponsor," with offices located at 16 W 9th Street, Shawnee, OK 74801, and H.W. Lochner, Inc. (Lochner), with offices located at 510 East Memorial Road, Suite A-1, Oklahoma City, OK 73114-2218, hereinafter called the "Consultant."

WITNESSETH:

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

Land Acquisition, Land Easements, Obstruction Removal, Pavement Rehabilitation, Pavement Construction, Grading and Drainage Improvements, Airfield and Area Lighting, Nav aids and Signage, Equipment and Buildings, Access and other Roads, Miscellaneous studies and Assessments, Planning projects and updates, general improvements, general and grant administration, DBE program updates and creation, and Construction observation and Testing.

WHEREAS, the Sponsor has agreed to employ the Consultant to perform the engineering and planning services for the above described improvements. The Consultant's services will be provided in accordance with Supplemental Agreements to this Agreement.

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

**ARTICLE I SCOPE
OF SERVICES**

Article I shall be added by Supplemental Agreement contingent on the receipt of City, State, or Federal funding for the improvements described on Page 1 of this Agreement.

**ARTICLE II SPONSOR'S
RESPONSIBILITIES**

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

1. Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform his/her services.
2. Assist in obtaining 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 costs 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. Provide Consultant with one (1) copy of existing plans, reports, or other data the Sponsor may have on file with regard to project.
7. Make 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**

Article III shall be added by Supplemental Agreement contingent on the receipt of City, State, or Federal funding for the improvements described on Page 1 of this Agreement.

**ARTICLE IV
COMPENSATION**

Article IV shall be added by Supplemental Agreement contingent on the receipt of City, State, or Federal funding for the improvements described on Page 1 of this Agreement.

**ARTICLE V MANDATORY FEDERAL CONTRACT
PROVISIONS**

During the performance of this Contract, the Consultant for itself, its assignees and successors in interest agree as follows:

A. Civil Rights Act of 1964, Title VI-Contractor Contractual Requirements (49 CFR Part 21)

During the performance of this Contract, the Consultant for itself, its assignees and successors in interest agree as follows:

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

2. Nondiscrimination: The Consultant, with regard to the services performed during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

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

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

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

Withholding of payments to the Consultant under the Contract until the Consultant complies;
and/or

Cancellation, termination or suspension of the Contract, in whole or in part;

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

B. Airport and Airway Improvement Act of 1982, Section 520 – General Civil Rights Provisions (49 USC § 47123)

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

2. In the case of Consultants, this provision binds the Consultants 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.

C. Disadvantaged Business Enterprises (49 CFR Part 26)

1 Contract Assurance (§26.13) – The Consultant and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant 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.

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

D. Lobbying and Influencing Federal Employees (49 CFR Part 20)

1 No Federal appropriated funds shall be paid, by or on behalf of the Consultant, 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 the making of any Federal grant and the amendment or modification of any Federal grant.

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 any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

E. Access to Records and Reports (49 CFR §18.36)

1. The Consultant shall maintain an acceptable cost accounting system. The Consultant 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 Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant 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.

F. Breach of Contract Terms (49 CFR §18.36)

1. Any violation or breach of terms of this contract on the part of the Consultant or their 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 there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

G. Rights to Inventions (49 CFR §18.36)

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

H. Trade Restriction Clause (49 CFR Part 30)

1. The Consultant or their subcontractors by execution of a contract certifies that it:

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);

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 by one or more citizens or nationals of a foreign country on said list;

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.

2. 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 Consultant or subcontractor who is unable to certify to the above. If the Consultant 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.

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

4. The Consultant shall provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Any agreement between the Consultant and a subcontractor shall provide that the subcontractor agrees to provide written notice to the Consultant, if at any time it learns that its certification was erroneous by reason of changed circumstances.

5. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant 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 or Sponsor.

6. 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 Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. 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.

I. Termination of Contract (49 CFR §18.36)

1 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 shall 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.

2 If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

3 If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4 If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in Paragraph 2 of this clause.

5 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.

J. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (49 CFR Part 29)

1. The Consultant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.

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. Consultant'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 or 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. If there is no such consent, the parties shall have any right available in law or equity.

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 Consultant.

Workers' Compensation Insurance in accordance with the provisions of the Oklahoma Workers' Compensation Act.

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.

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.

Professional Liability Insurance in amounts not less than \$1 million per claim and annual aggregate.

The Consultant shall furnish to the Sponsor a certificate or certificates of insurance showing compliance with this paragraph. The certificates shall provide that the insurance shall not be canceled until ten (10) days written notice shall have been given to Sponsor.

7. Liability. Each party will defend and indemnify and hold harmless the Sponsor 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 Sponsor. 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 or Sponsor 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 or Sponsor respectively, provided that prompt written notice of such delay or suspension be given by delayed party to the other party. 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.

9. Binding Upon Successors. This Agreement shall be binding upon the undersigned parties, their successors, partners, assigns, and legal representatives. Venue for any legal action shall only be permitted in the district court of Woods County, Oklahoma.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers in three (3) counterparts, all of which shall be deemed an original, on the day and year first above-written.

SPONSOR:

ATTEST:

CITY OF SHAWNEE, OKLAHOMA

By: _____
Phyllis Loftis
Title: CMC, City Clerk

By: _____
Bryan McDougal
Title: City Manager/Airport Manager

CONSULTANT:

ATTEST:

H.W. LOCHNER, INC.

By: _____
Kirk Evans P.E.
Title: Civil Engineer

By: _____
Steven D. Harris, P.E.
Title: Vice President