

**CONSTRUCTION CONTRACT**  
**(AGREEMENT)**

This Construction Contract ("Contract" or "Agreement") is 28th day of March, 2024, between Five Star Airport Alliance, INC. ("Contractor") and the Trustees of the Oklahoma City Airport Trust ("Trust").

**WITNESSETH:**

That the Contract and the Trust, for the consideration hereinafter named, agree as follows:

**ARTICLE 1: SCOPE OF THE WORK**

The Contractor shall furnish all materials and perform all work shown on the Drawings and described in the Project Manual, including addenda thereto, which are incorporated into this Contract as if fully set forth herein, and which are entitled:

Project No. OCAT WRWA 2422  
Federal Inspection Services Facility – Baggage Handling System  
Will Rogers World Airport

hereinafter called the "Project," as prepared by Frankfurt-Short-Bruza, P.C. ("Architect/Engineer"), and shall do everything required by this Contract. The bidding on and supervision of construction of this Contract shall be under the supervision of the Architect/Engineer.

**ARTICLE 2: TIME OF COMPLETION**

The work to be performed under this CONTRACT shall be commenced on the date provided in a written "Notice to Proceed" is issued from the TRUST, by and through the Director of Airports, and shall complete procurement within One Hundred Eighty (180) Calendar Days, and shall commence and complete work, obtaining Final Acceptance by the TRUST within Ninety (90) calendar days after the completion of procurement ("Time of Completion"). The estimated completion date is December 27, 2024, but the actual completion date will be based on the number of calendar days from the date provided in the Notice to Proceed.

**ARTICLE 3: CONTRACT SUM**

The Trust shall pay the Contractor for the performance of the contract in current funds the total sum of

Eight Hundred Ninety-Four Thousand Six Hundred Twenty-Two Dollars

\$894,622.

The Contract sum is further defined as follows:

BASE BID

\$894,622

**ARTICLE 4: DAMAGES**

It is mutually agreed between the parties that time is of the essence with this Contract. The Project described in Article 1 shall obtain Final Acceptance by the Trust in accordance with the Time of Completion established in Article 2. Should the Project not be completed by the established Time of Completion, the Contractor agrees to have deducted or withheld from payments owed to the Contractor Liquidated Damages, not a penalty, of One Thousand Dollars (\$1,000) per Calendar Day, beginning the first day after the Time of Completion and continuing for each day thereafter until the Project is completed.

## **ARTICLE 5: THE CONTRACT DOCUMENTS**

The Drawings and the Project Manual, including any Bidding Documents referred to in Article 1 herein, are a part of this Contract as if hereto attached and herein repeated. This Contract is based on the Drawings and the Project Manual dated January 25, 2024.

It is agreed that changes, additions, or deletions may be made to the Drawings and the Project Manual, and work to be performed, only upon an agreement executed in writing entered into by parties to this Contract.

## **ARTICLE 6: CLAIM OR INVOICE AFFIDAVIT**

Each monthly estimate for payment must contain, or have attached, an affidavit as required by Senate Bills 469 of the 1974 legislature and 189 of the 1975 legislature, executed on a form similar and essentially the same as that found in the Project Manual.

## **ARTICLE 7: ASSIGNMENT**

Contractor may not assign this Contract without the express written approval of the Trust.

## **ARTICLE 8: FAA MANDATORY PROVISIONS**

### **A. GENERAL CIVIL RIGHTS PROVISIONS**

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in the Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractors and subcontractors from the bid solicitation period through the completion of the contract.

### **B. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS**

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 [Title VI] Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts: Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor

or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the [Title VI] Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the 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 Trust or the Federal Aviation Administration to be pertinent to ascertain compliance with such [Title VI] Nondiscrimination Acts, Authorities, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Trust or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Contract, the Trust will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a Contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of Paragraph 8B, 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 Trust 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 Trust to enter into any litigation to protect the interests of the Trust. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest 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 USC § 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 USC § 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 USC § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27

(Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance)

- The Age Discrimination Act of 1975, as amended, (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-259) (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 (42 USC §§ 12101, *et seq.*) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 USC § 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 (ensures 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. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

#### ARTICLE 9: MISCELLANEOUS PROVISIONS

- A. Notices, Consents, and Approvals – Notices or other communications to the Trust pursuant to the provisions hereof shall be sufficient if sent by (i) registered or certified mail, postage prepaid, (ii) by a nationally recognized overnight courier, or (iii) facsimile transmission, addressed to the Oklahoma City Airport Trust, Will Rogers World Airport, 7100 Terminal Drive, Unit 937, Oklahoma City, Oklahoma 73159-0937, Telecopy (405) 316-3311; and bills, statements, and notices or communications to the CONTRACTOR shall be sufficient and irrefutably deemed received if sent by U.S. Postal Service regular mail, postage prepaid, whether or not actually accepted, or if hand-delivered, to 1630 South 4800 West, Suite D, Salt Lake City, UT 84104; or to such respective addresses as the parties may designate in writing from time to time.
- B. Non-Waiver – The waiver by Trust of any breach by the Contractor of any term, covenant, provision, or condition hereof shall not operate as a waiver of any subsequent breach of the same or a waiver of any breach of any other covenant, term, provision, or condition

hereof, nor shall any forbearance by Trust to seek a remedy for any breach by Contractor be a waiver by Trust of its rights and remedies with respect to such or any subsequent breach of the same or with respect to any other breach.

- C. Binding Effect – This Contractor shall be binding upon the parties on the date of its execution by Contractor and Trust and shall inure to the benefit of and be binding upon Trust, Contractor, and their respective successors and assigns, if such assignments shall have been made in conformity with the provisions and conditions of this Contract.
- D. Severability – In the event any terms, covenants, conditions, or provisions of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term, covenant, condition, or provision hereof.
- E. Entire Agreement; Modification Hereof – This Contract (including the Exhibits hereto) expresses the entire understanding of Trust and the Contractor concerning the Contract and all agreements of Trust and of Contractor with each other, and neither Trust nor Contractor has made or shall be bound by any agreement or any representation to the other concerning the Contract which is not expressly set forth in this Contract (including the Exhibits hereto). This Contract (including the Exhibits hereto) may be modified only by a written agreement of subsequent date hereto executed by Trust and Contractor.
- F. Execution of Counterparts – This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- G. Effect of Weekends and Holidays – Whenever this Contract requires any action to be taken on a Saturday, a Sunday, or a Holiday, such action shall be taken on the first business day occurring thereafter in the place where the action is to be taken. Whenever in this Contract the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, a Sunday, or a Holiday recognized by the City of Oklahoma City, such time shall continue to run until 11:59 p.m. on the next succeeding business day.
- H. Descriptive Headings; Table of Contents – The descriptive headings of the sections of this Contract and any table of contents annexed thereto or copies hereof are inserted or annexed for convenience of reference only and do not constitute a part of this Contract, and shall not affect the meaning, construction, interpretation, or effect of this Contract.
- I. Construction and Enforcement – This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. Whenever in this Contract it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform or not to perform, as the case may be, such act or obligation.
- J. Venue – The parties acknowledge and agree that in the event of any dispute or disagreement that necessitates court intervention, the venue for all litigation shall be the District Court of Oklahoma County, Oklahoma.
- K. Construction of Contract – In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.
- L. Recitals Contractual In Nature – The parties acknowledge and agree that the recitals as contained hereinabove in this Contract are contractual in nature and binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first written above.

Five Star Airport Alliance, INC.:

By: 

Printed Name: Shawna Wichteski

Title: CFO VP

ATTEST:

 \_\_\_\_\_

By: Mary Parry

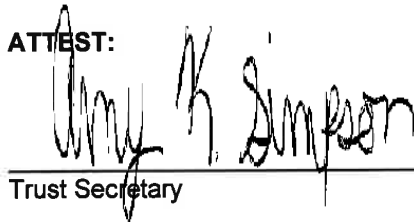
Title: Project Admin

APPROVAL RECOMMENDED:

 \_\_\_\_\_  
Director of Airports

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 28TH day of MARCH, 2024.

ATTEST:

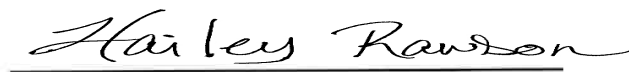
 \_\_\_\_\_  
Trust Secretary



OKLAHOMA CITY AIRPORT TRUST:

 \_\_\_\_\_  
Chairman

REVIEWED for form and legality.

 \_\_\_\_\_  
Assistant Municipal Counselor/  
Attorney for the Trust

**CERTIFICATE OF NON-DISCRIMINATION**

**BIDDER MUST RETURN THIS EXECUTED FORM WITH THE CONTRACT DOCUMENTS**

In connection with the performance of work under this Contract, the Contractor agrees as follows:

- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, creed, sex, national origin, ancestry, age or disability. The Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, national origin, sex, ancestry, age or disability, as defined by the Americans With Disabilities Act of 1990, Section 3 (2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, or pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Oklahoma City setting forth the provisions of this Section.
- B. In the event of the Contractor's noncompliance with this Nondiscrimination Clause, the Contract may be canceled or terminated by the Contracting Public Entity. The Contractor may be declared ineligible by the Contracting Public Entity for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.
- C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above stated clause and agree to abide by its requirements.

ATTEST: (Corporate Seal)

Signature

Kelly Cox

Type or Print name and title of person signing.

[NAME OF CONTRACTOR] Five Star Airport Alliance, Inc.  
Name of Corporation or Firm

Signature

Justin Lowder

Type or Print name and title of person signing.

If Contractor's company is not incorporated, no corporate seal is required, however, the following statement must be executed.

STATE OF Utah )  
 ) ss.  
COUNTY OF Salt Lake )

Subscribed and sworn to before me this 20 day of February, 2024.

My Commission No: 723307

My Commission expires: 2/28/26

Notary Public (Seal)





**IMMIGRATION AFFIDAVIT**  
**NOTICE of "OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007"**

**BIDDER MUST RETURN THIS EXECUTED FORM WITH THE CONTRACT DOCUMENTS**

The State of Oklahoma enacted the "Oklahoma Taxpayer and Citizen Protection Act of 2007" which prohibits entities and persons entering into a contract with a public employer for the physical performance of services within this state unless said contractor/vendor has registered and participated in Status Verification System for the purpose of verifying the work eligibility status and information of all new employees hired on or after November 1, 2007. Although the prohibition becomes effective for contracts entered after July 1, 2008, this section is included in these specifications to provide notice to contractor/vendors and in an effort to encourage contractor/vendors to prepare for the effects of the "Oklahoma Taxpayer and Citizen Protection Act of 2007." Therefore, included with this specification is a copy of the Immigration Affidavit that contractor/vendors will be required to submit with any contracts with a public employer for physical performance of services within the State of Oklahoma beginning after July 1, 2008.

**IMMIGRATION INDEMNIFICATION:**

By executing the affidavit below, the undersigned Contractor/vendor agrees to indemnify, defend, and hold harmless the City of Oklahoma City and the Oklahoma City Airport Trust against any and all losses, expenses, damages, costs, or attorney fees directly or indirectly resulting from the failure of the Contractor/vendor, or any of its agents, representatives, subcontractor/vendors, materialmen, or suppliers, to register or participate in the Status Verification System as set forth in the "Oklahoma Taxpayer and Citizen Protection Act of 2007," or the violation of said Act, or any suspension, termination, or invalidation of the Contract due to said failure or violation.

**IMMIGRATION AFFIDAVIT**

The undersigned as Contractor/vendor or Contractor's Authorized Agent, being of lawful age and being first duly sworn on oath, hereby swears, affirms and states that the Contractor/vendor has registered and participates in the Status Verification System as set forth in "Oklahoma Taxpayer and Citizen Protection Act of 2007" to verify the work eligibility status of all new employees hired on or after November 1, 2007.

The undersigned, as Vendor/Contractor or Authorized Agent, hereby expressly adopts and affirmatively incorporates herein by reference the above recitation as the sworn statement of the Contractor/vendor and the signatory.

[NAME OF CONTRACTOR] Five Star Airport Alliance, Inc.

Name of Contractor/Vendor

  
Signature of Contractor/Vendor or Authorized Agent

Justin Lowder

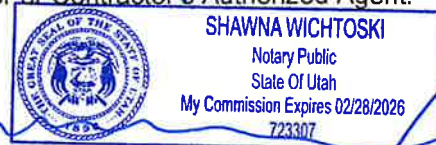
Type or Print name and title of person who signed above

STATE OF Utah )  
 ) ss.  
COUNTY OF Salt Lake )

Signed and sworn to or affirmed before me on this 20 day of February, 2024, by  
\_\_\_\_\_ as the above-named Contractor or Contractor's Authorized Agent.  
(Insert name of person signing above)

My Commission No: 723307

My Commission expires: 2/28/26



Notary Public (Seal)

*This Affidavit must be completed by the Contractor/vendor, notarized by a Notary Public, and submitted prior to contract award pursuant 25 O.S. §§ 1312 and 1313.*



**OKLAHOMA CITY AIRPORT TRUST'S  
LOCAL SUBCONTRACTOR BUSINESS UTILIZATION PLAN & AFFIDAVIT**

THE FOLLOWING AFFIDAVIT MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER, OR BIDDER'S AUTHORIZED AGENT, WITH THE CONTRACT DOCUMENTS. A NOTICE TO PROCEED WILL NOT BE ISSUED BY THE ARCHITECT/ENGINEER UNTIL THE AFFIDAVIT IS RECEIVED.

The undersigned, of lawful age, being first duly sworn on oath, affirms and states that the Bidder has the authority to execute this Public Construction Project Subcontracting Plan. The bidder further states they have read and understand the Resolution creating the Small, Disadvantaged, Minority and Woman-owned Subcontracting Program adopted by the Council of the City of Oklahoma City on June 3, 2008 and adopted by the Trust on January 27, 2010.

**I. Public Construction Project Subcontracting Plan**

- A. Outreach - In the space provided below describe in detail your company's efforts regarding outreach to small, minority, disadvantaged and women owned businesses in an effort to utilize their services in conjunction with Project Federal Inspection Services Facility - BHS

Five Star Airport Alliance (FSAA) will utilize minority/disadvantaged business enterprises whenever possible. However, because the installation of Baggage Handling Systems is very specialized, there are not many subcontractors with the experience to take on this task. Typically, a good option to obtain DBE content is by utilizing DBE Certified Electrical Subcontractors but at this time, we have not been able to secure any quotes.

- B. Internal Efforts – In the space provided below describe in detail any initiatives in place within your company directed at establishing policies and procedures to ensure that small, minority, disadvantaged and women owned businesses are made aware of and given the opportunity to submit bids for sub-contracting on publicly funded projects.

FSAA has works closely with several DBE companies to help ensure goals are met. We have established excellent relationships and reach out to them consistently when bidding on projects. Although we did have 1 or more quote this project, they are not DBE certified in Oklahoma.

[NAME OF CONTRACTOR] Five Star Airport Alliance, Inc.

Name of Company, Partnership, Corporation, or Individual, herein called "Bidder"

Justin Lowder  
Signature of Bidder or Bidder's Authorized Agent

Justin Lowder

Type or Print name and title of person who signed above

STATE OF Utah  
COUNTY OF Salt Lake ) ss.

Signed and sworn to or affirmed before me on this 30 day of February, 2024, by Justin Lowder as the above-named Contractor or Contractor's Authorized Agent.  
(Insert name of person signing above)

My Commission No: 723307

My Commission expires: 2/28/26



Supplier: **Five Star Airport Alliance**

**ANTI/NON-COLLUSION AFFIDAVIT**

**BIDDER MUST ELECTRONICALLY COMPLETE AND SIGN DOCUMENT PRIOR TO SUBMITTING IN  
THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature,  
which is just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

The following Affidavit is submitted by the Bidder, or Bidder's Authorized Agent:

The undersigned of lawful age, being first duly sworn on oath, affirms and says:

1. The undersigned is the Bidder or the duly authorized agent of the Bidder submitting this competitive bid and as the lawful authority to execute this Affidavit and the attached Bid.

For the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City or Trust officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached:

2. The undersigned is fully aware of the facts and circumstances surrounding the making of the Bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Bidder nor anyone subject to the Bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
  - b. to any collusion with any City or Trust official, agent or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; nor
  - c. in any discussion between bidders and any City or Trust official, agent or employee concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. The undersigned certifies, if awarded this contract, whether competitively bid or not, neither the Bidder nor anyone subject to Bidder's direction or control has paid, given, or donated or agreed to pay, give or donate to any officer or employee of the City or Trust any money or other thing of value, either directly or indirectly, in procuring this contract.

***This Bid will not be considered unless  
this form has been fully completed and signed and certified by the Bidder.***

**Five Star Airport Alliance, Inc.**  
Name of Individual, Partnership, Limited Liability  
Company, or Corporation herein called Bidder

**Danielle Coombs**  
Type Name of Authorized Agent

**Estimating Administrator**  
Title of person who signed above

This Affidavit required for Public Improvement Projects by 61 Okla. Stat. 2011 § 115.

**BIDDER MUST ELECTRONICALLY COMPLETE AND SIGN DOCUMENT PRIOR TO SUBMITTING IN  
THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding  
as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)



Supplier: **Five Star Airport Alliance**

## BUSINESS RELATIONSHIP AFFIDAVIT

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT  
PRIOR TO SUBMITTING IN THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is  
just as legal and binding as an original signature.**

**(See Electronic Signatures in Global and National Commerce Act for more information.)**

The undersigned as Bidder or Bidder's Authorized Agent, being of lawful age and being first duly sworn on oath, hereby swears, affirms and states that the undersigned has thoroughly read and understands the provisions and terms of this Business Relationship Affidavit and is fully knowledgeable of Bidder's and its officers' and directors' business relationships and associations and hereby affirmatively so states that as a part of this Bid.

The undersigned as Bidder or Bidder's Authorized Agent further swears, affirms, and states that the Bidder does not have any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this sworn statement and has not had any such relationship with the architect, the engineer, or any other party to this project **except, if any, as stated on the lines below.**

The undersigned as Bidder or as Bidder's Authorized Agent further swears, affirms, and states that no officer or director of the Bidder has a partnership, joint venture, or other business relationship presently in effect and no officer or director of the Bidder has had any such relationship within one (1) year prior to the date of this sworn statement with any officer or director of the architectural or engineering firm or other party to this project **except, if any, as stated on the lines below.**

If Bidder or any of its officers or directors has or within the one (1) year prior to the date of this statement has had any such relationships, the Bidder or Bidder's Authorized Agent must state the names of all persons having such business relationships and the positions they hold or held with the Bidder and/or their respective companies or firms **on the lines provided below:**

**(THE BIDDER MUST STATE ANY BUSINESS RELATIONSHIP MEETING THE ABOVE DESCRIPTION ON THE LINES  
ABOVE, IF NO DISCLOSURE IS MADE ON THE ABOVE LINES THEN BIDDER WILL BE IRREFUTABLY DEEMED TO  
HAVE STATED AND SWORN UNDER PENALTY OF LAW THAT BIDDER AND ITS OFFICERS OR DIRECTORS HAS  
NO SUCH RELATIONSHIPS.)**

***This Bid will not be considered unless this form has been fully signed by the  
Bidder, and notarized, dated and completed by the Notary Public.***

The undersigned, as Bidder or Bidder's Authorized Agent, hereby expressly adopts and affirmatively incorporates herein by reference the above recitation as the sworn statement of the Bidder and the signatory.

**Five Star Airport Alliance, Inc.**

Name of Individual, Partnership, Limited Liability  
Company, or Corporation herein called Bidder

**Danielle Coombs**

Type Name of Authorized Agent

**Estimating Administrator**

Title of person who signed above

STATE OF **Utah** )

COUNTY OF      **Salt Lake**

) ss.

)

Signed and sworn to or affirmed before me on this **19** day of **February** , 2024,  
by the above named Bidder or Bidder's Authorized Agent.

My Commission expires: **02/28/2026**

**Shawna Wichtoski**

Type Name of Notary Public

My Commission number **723307**

This Affidavit required for Public Improvement Projects by 61 Oklahoma Statutes 2011 § 108.

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN  
AND NOTARIZE THIS DOCUMENT  
PRIOR TO SUBMITTING IN THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal  
and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**Supplier: Five Star Airport Alliance****BIDDER SPECIAL QUESTIONNAIRE**

This special questionnaire is intended to aid in the prequalification for the project. Submission of this questionnaire does not constitute prequalification.

THIS QUESTIONNAIRE IS REQUIRED FOR SUBMISSION WITH THE BID ON THE DATE IDENTIFIED IN THE CONTRACT DOCUMENTS. IF THE SPECIAL QUESTIONNAIRE IS NOT RECEIVED, THE CITY CLERK MAY REJECT THE BIDDER'S BID.

Please complete the information below.

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**1. BIDDER INFORMATION****Five Star Airport Alliance, Inc.**

BIDDER (Show Complete Legal Name)

**1630 South 4800 West**  
STREET ADDRESS**Suite D**  
MAILING ADDRESS**Salt Lake**  
CITY**UT**  
STATE**84104**  
ZIP**801-430-6025**  
PHONE #**Justin Lowder**  
CONTACT PERSON**justin.lowder@fivestaraa.com**  
E-MAIL**801-401-5501**  
FAX #**59-2806526**  
CONTRACTOR I.D. NO./ FEDERAL TAX I.D. NO.**Danielle Coombs**  
APPLICATION SUBMITTED BY**Estimating Administrator**  
TITLE

HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT BUSINESS NAME? **11 YEARS**

HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF THIS OR ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONSTRUCTION CONTRACT? ☐ YES ☒ NO  
IF YES, STATE NAME OF INDIVIDUAL, OTHER ORGANIZATION AND REASON THEREFOR: **N/A**

DOES YOUR ORGANIZATION EMPLOY AN ENGINEER THAT IS LICENSED IN THE STATE OF OKLAHOMA? IF SO, PLEASE NAME: **N/A**

LIST ANY LITIGATION WITH THE OWNERS OF PROJECTS IN THE PAST FIVE YEARS:

**N/A**

HAVE YOU EVER FAILED TO QUALIFY OR PREQUALIFY AS A BIDDER? ☒ YES ☐ NO IF YES, WHEN, WHERE AND WHY?

**September 2023 - DSM Airport-BP034A-Baggage Handling Systems Project. Due to limited similar project experience. (Large CBIS Project).**

Under what other or former names has the bidder operated?

1. **G&T Conveyor Co.**
2. **The Horsley Co.**
- 3.

If the bidder is a corporation, provide the following information.

1. Date of incorporation **May 8, 1987**
2. State of incorporation **Florida**
3. President's name **N/A**
4. Vice President's name **Shawna Wichtoski**
5. Secretary's name **Shawna Wichtoski**
6. Treasurer's name **N/A**
7. Do you have a certificate of good standing issued by the Oklahoma Corporation Commission?  
YES ☒ NO ☐ Certificate # **641501600021**

If the bidder is a partnership, provide the following information.

1. Date of organization **N/A**
2. Type of partnership **N/A**
3. General partner(s) names **N/A**

If the bidder is individually owned, provide the following information.

1. Date of organization **N/A**
2. Owner's name **N/A**

If the bidder is a joint venture, provide the following information.

1. Primary bidder **N/A**
2. Secondary bidder **N/A**
3. Date of organization **N/A**



## 2. Current Projects in Progress

Please provide a list of all major construction projects that are in progress by the bidder. The projects listed must have a construction agreement executed between the bidder and the owner. Utilize additional sheets of paper if necessary.

### Project No. 1

1. Name of project **HNL Airport-TC Renovations and BHS Phase II**
2. Name of owner **Nan, Inc.**
3. Contact Name & Phone No. **Kevin Funasaki 808-838-8828**
4. Name of Architect/Engineer **BNP Associates, Inc.**
5. Contract amount **85,500,000.00**
6. Were performance/payment bonds required? **No**
7. Bonding company **N/A**
8. Percent complete **60**
9. Scheduled completion **12-2025**
10. Percentage of the cost of work performed with your own forces **59**

### Project No. 2

1. Name of project **FAT Airport-Terminal Expansion**
2. Name of owner **Q&D Construction**
3. Contact Name & Phone No. **Brian Mills 775-786-2677**
4. Name of Architect/Engineer **Ross & Baruzzini / Cage**
5. Contract amount **15,200,000.00**
6. Were performance/payment bonds required? **No**
7. Bonding company **N/A**
8. Percent complete **5**
9. Scheduled completion **3-2026**
10. Percentage of the cost of work performed with your own forces **51**

### Project No. 3

1. Name of project **FNL Airport-New Terminal BHS**
2. Name of owner **Hensel Phelps Construction Co.**
3. Contact Name & Phone No. **Josh Kling 808-421-9414**
4. Name of Architect/Engineer **Swanson Rink**
5. Contract amount **933,959.00**
6. Were performance/payment bonds required? **Yes**
7. Bonding company **Atlantic Specialty Insurance Company**
8. Percent complete **20**
9. Scheduled completion **10-2023**
10. Percentage of the cost of work performed with your own forces **67**

List the construction experience and expected availability of the key management and supervisory individuals of the contractor. Resumes may be submitted as a substitution to this list. Utilize additional sheets if necessary.

**Kelly Cox - Director of Projects: Available as required to oversee the entire project.**

**Matthew Whitelock - Project Manager: Available for project start through completion.**

**Philip Whaley - Site Superintendent: Available for project start through completion.**

**Ed Zakrzewski - Mechanical Engineering Manager: Staff of Engineers are available for project start through completion.**

### 3. Past Projects

Please provide a list of construction projects of a similar nature to the advertised project that have been completed by the bidder. The projects listed must have a construction agreement executed between the bidder and the owner. Utilize additional sheets of paper if necessary.

#### Project No. 1

1. Name of project **FLL Airport - Terminal 3 Expansion**
2. Name of owner **The Whiting-Turner Contracting Co.**
3. Contact Name & Phone No. **Darwin Cantero-Munoz 954-776-0800**
4. Name of Architect/Engineer **Ross & Baruzzini/Cage**
5. Contract amount **5,700,000**
6. Were performance/payment bonds required? **Yes**
7. Bonding company **Guarantee Company**
8. Percent complete **100**
9. Scheduled completion **2/2022**
10. Percentage of the cost of work performed with your own forces **61**

#### Project No. 2

1. Name of project **PVU Airport - Commercial Airport Terminal Building**
2. Name of owner **Layton Construction**
3. Contact Name & Phone No. **Brian Van Gorp 385-985-9163**
4. Name of Architect/Engineer **Five Star Airport Alliance, Inc.**
5. Contract amount **1,171,440.00**
6. Were performance/payment bonds required? **No**
7. Bonding company **N/A**
8. Percent complete **100**
9. Scheduled completion **5/2022**
10. Percentage of the cost of work performed with your own forces **65**

#### Project No. 3

1. Name of project **RFD**
2. Name of owner **Scandroli Construction**
3. Contact Name & Phone No. **Colin Simpson 815-988-7970**
4. Name of Architect/Engineer **Crawford, Murphy & Tilly, Inc.**
5. Contract amount **1,270,000.00**
6. Were performance/payment bonds required? **No**
7. Bonding company **N/A**
8. Percent complete **100**
9. Scheduled completion **2/2020**
10. Percentage of the cost of work performed with your own forces **90**

Provide a list of any sub-contractors and their expertise to be used that may help you to qualify for this project. Utilize additional sheets if necessary.

**FSAA has selected ControlTouch Systems for the Electrical Installation and Controls/Commissioning portions of this BHS Scope of work. During our years of experience with ControlTouch, they have proven their capabilities on any project from the most complex systems to small inbound systems such as this.**

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The bidder hereby agrees that all the information submitted above is true and correct.

***This Bid will not be considered unless this form has been fully completed and signed by the Bidder, and notarized, dated and completed by the Notary Public.***

**Five Star Airport Alliance, Inc.**  
Name of Individual, Partnership, Limited Liability Company,  
or Corporation herein called Bidder

**Danielle Coombs**  
Signature of Bidder or Authorized Agent

**Danielle Coombs**  
Type or print name and title of person who signed above

STATE OF **Utah**)  
COUNTY OF **Salt Lake**) ss.

This instrument was subscribed, acknowledged and sworn to before me this **20th** day of **February, 2024**, by **Danielle Coombs** (*type or print the name of person signing above*) as the above named Bidder, or Bidder's Authorized Agent.

My Commission No: **723307**

My Commission expires: **02-28-2026**

\_\_\_\_\_  
Notary Public (Seal)

THIS FORM IS REQUIRED TO BE SUBMITTED WITH THE BIDDER'S BID