



## **PROFESSIONAL SERVICES CONTRACT**

### **On-Call Multi-Year Environmental Compliance Services**

**PROJECT No. OCAT GEN 2415**

**WILL ROGERS WORLD AIRPORT  
WILEY POST AIRPORT  
CLARENCE E. PAGE AIRPORT**

**Freese and Nichols, Inc .  
August 1, 2024**

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## **CONTRACT FOR PROFESSIONAL SERVICES**

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This Contract for Professional Services ("Contract") is entered into this 22<sup>nd</sup> day of August 2024, by and between the Trustees of the Oklahoma City Airport Trust ("Trust"), a public trust whose primary beneficiary is The City of Oklahoma City ("City"), and Freese and Nichols, Inc. ("Consultant"), an Oklahoma professional corporation having authority to transact business in Oklahoma.

### **WITNESSETH:**

**WHEREAS**, the Trust intends to engage the services of the Consultant to provide professional services for the purpose of Environmental Compliance services at Will Rogers World Airport (WRWA), Clarence E. Page (CEPA), and Wiley Post Airport (WPA); identified as:

#### **On-Call Multi-Year Environmental Compliance Services**

**PROJECT NO. OCAT GEN 2415**

**WILL ROGERS WORLD AIRPORT (WRWA)  
WILEY POST AIRPORT (WPA)  
CLARENCE E. PAGE AIRPORT (CEPA)**

hereinafter referred to as the "Contract"; and

**WHEREAS**, the Trust desires to engage the services of the Consultant to provide professional services for the purposes of providing Environmental Compliance Services at WRWA, WPA, or CEPA; and

**WHEREAS**, the Consultant will provide on-call professional services for the project in accordance with this Contract, including the Scope of Work to be provided as set forth in Exhibit A attached hereto; and

**WHEREAS**, the Consultant has been selected under the standards adopted and the procedures prescribed by the resolution establishing procedures for selection of architects, engineers and planners adopted by the City Council on July 23, 1974, amended on December 31, 1974, February 21, 1978, January 22, 1980, and November 18, 1986, which resolution, with its amendments, is made a part of this Contract by reference; and

**WHEREAS**, the aggregate total compensation for all professional services under this Contract shall not exceed \$500,000 in any Contract year, inclusive of any Reimbursable Expenses, as more specifically set forth in Exhibit C attached hereto and incorporated herein. If the sum of all claims exceeds the not to exceed contract sum within a 365-day time of completion, the Trust reserves the right and Consultant agrees to amend the not-to-exceed amount set forth in this Article for the remainder of the current 365-day period. Payment of any monies owed to Consultant shall be accordance with the Project Manual in effect for each contract period; and

**NOW, THEREFORE,** in consideration of the mutual covenants contained hereinafter relating to the Project, the parties agree to the following:

1. **Definitions.** All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with Oklahoma and Oklahoma City law, except where the context clearly indicates a different meaning. For purposes of this Contract, the following terms and phrases shall have the meaning subscribed herein:

- |   |   |
|---|---|
| A. <i>Environmental Compliance Services</i> | Those professional services associated with environmental consultation for, and or affecting, Trust-owned real property and improvements thereon, including but not limited to environmental consultation including the migrating on, currently on, and/or migrating off Trust-owned or controlled real property as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including but not limited to studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual designs, design development, plans and specifications, cost estimates, observations, shop drawing reviews, sample recommendations, assembly of operation and maintenance manuals, site visits, and other related services. |
| B. <i>Estimated Construction Cost</i>       | An estimated amount for the program and construction cost of planning projects.   |
| C. <i>Parties</i>                           | The Trust and the Consultant.   |
| D. <i>Purchase Order</i>                    | A work order for general or specific airport environmental compliance consultation services. Each purchase order shall be assigned its own number. Purchase order numbers shall be assigned only by the Director of Airports, or his designated representative.   |
| E. <i>Trust Representative</i>              | A representative designated by the Director of Airports who is responsible for managing Environmental compliance projects for the Oklahoma City Airport Trust.  |

2. **Scope of Work.** The Consultant is hereby engaged and employed by the Trust to perform, in accordance with good planning and environmental practices and in the best interest of the Trust, the professional services for Environmental Compliance services outlined in Exhibit A, which is attached hereto and incorporated as a part of this Contract.
3. **Additional Services.** Additional Services are Project-related services as enumerated in Exhibit B attached hereto and incorporated herein, which are not included in scope of services. Additional Services shall only be provided upon prior written and clearly detailed direction from the Director of Airports, acting within the not-to-exceed compensation limits established by the Trust in Exhibit C attached hereto and incorporated herein. Any Additional Services performed pursuant to the above written direction shall be paid in accordance with the Compensation and Payments section of this Contract.
4. **No Extra Work.** No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the Trust unless such work or service is first approved in writing by the Trust.
5. **Term.** The term of this Contract shall be for one (1) year commencing on August 1, 2024 following approval by the Trust, and expiring on July 31, 2025 unless terminated provided herein. Provided, however, that this Contract is subject to renewal for a maximum of two (2) one-year periods upon terms mutually agreeable to both parties.
6. **Compensation.** Compensation for the Consultant's services shall be as set forth in Exhibit B attached hereto and incorporated herein.
7. **Payments.**

Between the twenty-fifth (25th) day and the last day of each month, the Architect-Engineer will make an approximate estimate of the value of the work done and/or materials furnished during that month under the specifications. The Consultant shall furnish to the Architect-Engineer such detailed information as he may request to aid him as a guide in the preparation of monthly estimates. The Consultant shall submit monthly invoices electronically to [airportsinvoices@okc.gov](mailto:airportsinvoices@okc.gov) on an Oklahoma City Airport Trust Claim Voucher in addition to their itemized invoices and affidavits. The invoice needs to include invoice number, invoice date, purchase order number, company name spelled out, invoice amount, freight amount. Please send 1 (one) attachment per email and attachments must be 10 MB or less. Do not password protect attachments or include URLs to get to the invoices. Copies of the Oklahoma City Airport Trust Claim Voucher may be obtained from this manual or the Department of Airports. Whenever the said estimate or estimates of work done and/or materials furnished since the last previous estimates exceed \$100 in amount, a partial payment shall be made by the Trust to the Consultant, after approval by the Oklahoma City Airport Trust at the next regular monthly meeting.

It is understood that the estimates made from month to month will be approximate only, and all partial monthly estimates and payments will be subject to correction in the estimate rendered following discovery of an error in any previous estimate, and such estimate shall not in any respect be taken as admission of the Trust of the amount of work done or of its



quality or sufficiency, nor as an acceptance of the work or release of the Consultant of any of his responsibility under the contract.

The Consultant must submit all unpaid invoices as stated above, on or before July 1<sup>st</sup> for all debts incurred during the prior fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>) or said invoiced amount shall be void and forever barred.

8. **Work Schedule.** The Consultant shall proceed with the provision of work and/or services for this Contract upon receipt of notices to proceed from the Director of Airports. The Consultant shall complete and submit the work outlined in each individual purchase order (PO) issued as a scope of work, fee and schedule for the work.

If the Consultant cannot perform the work and/or services within the time provided, and upon the submission by the Consultant of a request in writing to the Trust, indicating the length of extension required to perform a task, the Director of Airports may in his sole discretion grant a reasonable extension of time. The request from the Consultant shall state the reason for the extension request, along with evidence showing that the Consultant is unable to complete this work in the time specified in the work order for reasons beyond its control. The Consultant is prohibited from claiming damages for delays and extensions of time.

9. **Indemnity.** Consultant agrees to release, defend, indemnify, and save harmless the City and the Trust, their officers, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person(s) and/or all claims, damages, suits, costs, expenses, liability, actions, or proceedings of any kind or nature whatsoever, including, without limitation, Workers' Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Consultant's negligent acts, operations, errors, and/or omissions under or in connection with this Contract, or the Consultant's use and occupancy of any portion of the Project site, including, without limitation, negligent acts, operations, errors, and/or omissions of the Consultant's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. The Consultant shall promptly advise the City and the Trust, in writing, of any action, administrative or legal proceeding, or investigation as to which this indemnification may apply, and the Consultant, at its expense, shall assume the defense of the City and the Trust, with counsel satisfactory to the City and the Trust. This section shall survive the expiration of the Contract. Provided, however, the Consultant need not release, defend, indemnify, or save harmless the City and the Trust, or their officers, agents and employees, from damages or injuries resulting from the negligence of the City or the Trust, their officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof.

10. **Insurance.** Neither the Consultant nor any Subcontractor shall commence any work under this Contract until the Consultant obtains approval of the Trust for all insurance required by this Paragraph No. 9 and a Notice to Proceed has been issued. Unless otherwise provided, all insurance coverage required shall remain in full force and effect throughout the term of this Contract.

The Consultant shall purchase, cause to be purchased, and maintained in effect during the term of this Contract, with insurance carriers or risk retention groups authorized to do business in the State of Oklahoma and approved by the Director of Airports, any insurance required by this paragraph. The insurance and additional insured requirements contained in this Contract are considered minimum coverage amounts, and the Consultant may elect to carry greater coverage limits than those specified in this Contract or as may be required by law. All applicable coverage, unless specified otherwise, shall remain in full force and effect until the expiration, cancellation, or termination of the Contract and for the subsequent (2) years following the expiration, cancellation, or termination for loss covered by and occurring during the term of the Contract.

A. The Consultant shall provide the Trust the following insurance:

- (1) Workers' Compensation Insurance and Employer's Liability Insurance. The Consultant shall maintain during the term of the Contract, Workers' Compensation Insurance and Employer's Liability Insurance in amounts as prescribed by laws of the State of Oklahoma.
- (2) Commercial General Liability Insurance. Consultant shall carry a policy of Commercial General Liability Insurance, which must include coverage for aviation exposure, aircraft fueling activities, and contractual liability, to protect the Consultant and any additional insured parties from claims for bodily injury, including death, as well as from claims for property damages or loss which may arise from activities, omissions, and operations of the Contractor under the Contract, whether such activities, omissions, and operations be by the Contractor, subcontractor, or by anyone employed by or acting for the benefit of the Consultant in conjunction with this Contract in a combined single occurrence or accident of \$1,000,000 for any number of property or bodily injury claims arising out of a single act, accident, or occurrence.
- (3) Automobile Liability Insurance. The Consultant shall carry insurance covering owned, leased, hired, or other non-owned vehicles to be utilized by Consultant in connection with the performance of this Contract in a combined single occurrence or accident of \$1,000,000 for any number of property or bodily injury claims arising out of a single act, accident, or occurrence, unless other amounts are specified by Oklahoma law, rule, or regulation.
- (4) Professional Liability Insurance. The Consultant shall provide the Trust with a certificate of insurance evidencing the Consultant's coverage under a Professional Liability Insurance Policy in an amount not less than \$1,000,000 aggregate annual limit of liability. Such insurance shall be maintained for a period of two (2) years after the completion of construction of any project under this Contract.

- (5) Pollution Liability Insurance. The Consultant shall provide the Trust with a certificate of insurance evidencing the Consultant's coverage under a Pollution Liability Insurance Policy in an amount not less than \$1,000,000 aggregate annual limit of liability. Such insurance shall be maintained for a period of two (2) years after the completion of construction of any project under this Contract.

B. Certificates of Insurance

(1) Deductibles

Any policy, except Worker's Compensation and Employer's Liability, having a deductible or retained self-insurance that exceeds \$25,000 shall not be allowed unless such insurance program is approved in advance by the Director, such approval shall not be unreasonably withheld. Consultant shall notify the Director immediately if Consultant has deductibles or retains self-insurance in excess of this stated amount. Consultant shall be solely responsible for any allowed deductible or retained self-insurance amounts. Any elected deductible or self-insured retention of the Consultant will not diminish Consultant's liability under this Contract for claims or losses falling within any such deductible or self-insured retention amounts. Failure by Consultant to assume and pay for any deductible or retained self-insurance amount may be considered a material breach and may result in immediate termination at the Trust's option. If, during the term of the Contract, the Consultant's elected insurance program exceeds any approved deductible or retained self-insurance amount, or if there is a change in the financial conditions of the Consultant which in the Director's sole discretion may impact the Consultant's ability to satisfy any deductible or retained self-insurance, then the Director may require Consultant to take such reasonable actions to ensure first dollar of loss coverage to the Trust and City including reducing or eliminating such deductibles or self-insured retentions or providing a financial guarantee for the deductible or retained self-insurance amount.

(2) Form of Certificate

Certificate(s) of Insurance, acceptable to the Trust, in the form as shown on OCAT 00520, attached to Contract or a form substantially similar thereto such as an approved ACORD form which includes the applicable line(s) of insurance, name(s) of insurance companies, policy number(s), amount of any deductible or self-insurance retainage, coverage amounts, all additional insured parties, and contractual liability coverage, shall be submitted to the Trust in conjunction with the signed Contract.

(3) Additional Insured

The Certificates of Insurance shall name Consultant as insured and the Oklahoma City Airport Trust and The City of Oklahoma City as additional insured (including any actual policy endorsement numbers) on any general liability insurance policy, in a manner of equal standing to that of any



named insured under said policy. Any insurance policy or liability coverage of the City or the Trust shall be considered subordinate, if applicable at all, to the primary coverage of the Consultant. Copies of additional insured or notice provision endorsements shall be submitted to the Trust along with any Certificates of Insurance. Copies of all insurance policies required herein naming the City or Trust as an additional insured shall be made available for review by the Trust or the City at the Trust's principal place of business on a timely basis when requested.

(4) Notice of Change in Policy

Consultant must provide the Trust at least thirty (30) days prior written notice of any cancellation or material coverage change in their policies or to have an endorsement made to each policy to include such notice periods in the event the policy provides a different notice period for any additional insured(s). For the purpose of this provision, a material change shall be considered any deductible or self-insurance that exceeds \$25,000 or any coverage amount that does not meet the minimum requirements contained herein or any coverage that is adverse to any terms that received approval by the Director.

(5) Signatory

The Certificates of Insurance must be signed by the Authorized Representatives of the insurance company(s) shown on the certificate with proof that he/she is an authorized representative thereof.

(6) Contractual Liability

The Certificate of Insurance for the Commercial General Liability Insurance shall also include evidence of coverage for Consultant's contractual liabilities as required herein. In the event the Certificate of Insurance does not delineate coverage for Consultant's contractual liabilities or the Consultant's insurance policy does not provide sufficient coverage for the Consultant's contractual obligations contained in this Contract, Consultant agrees that Consultant's contractual obligations to the Trust are not diminished by the Consultant's elected insurance provisions.

11. **Notices.** All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid or faxed (with hard copy follow up by mail or delivery) and addressed as follows:

To the Trust:           Oklahoma City Airport Trust  
7100 Terminal Drive, Unit 937  
Oklahoma City, OK 73159-0937  
Attn: Director of Airports  
Fax: (405) 316-3311

To the Consultant:   Freese and Nichols, Inc.  
3600 NW 138<sup>th</sup> Street, Suite 202

Oklahoma City, OK 73134  
Attn: Kimberly Buckley  
Fax: 817-735-7491

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when delivered.

12. **Stop Work.** Upon notice to the Consultant, the Trust may issue a stop work order suspending the performance of work and/or services under this Contract. The stop work order shall not terminate or suspend any of the required provisions of paragraph "Indemnity" and/or "Insurance" of this Contract.
13. **Compliance with Laws, Ordinances, Specifications and Regulations.** The Consultant shall comply with all existing and applicable federal, Oklahoma and Oklahoma City laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, applicable to the work and/or services provided by this Contract.
14. **Records and Accounts.** During the term of this Contract and continuing for a period the longer of five (5) years after the final acceptance of the completed Project by the Trust, or until the final resolution of any outstanding disputes between the Trust and the Consultant or the contractor(s) on the project, the Consultant shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the Trust subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract. The Consultant must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Consultant shall permit periodic audits by the Trust and the Trust's authorized representative. The periodic audits of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by the Trust and Consultant. Agreement as to the time and place for audits may not be unreasonably withheld.
15. **Reporting to the Trust.** The Consultant shall report to the Trust on a regular monthly basis and on an as-needed basis.
16. **Prohibition Against Collusion.** The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Contract. The Consultant further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. In addition, the Consultant must execute the Anti/Non-Collusion Affidavit, attached as Exhibit E, prior to the effective date of this Contract.

17. **Sub-consultant, Subcontractor or Employee Conflict of Interest.** Any work performed by the Consultant's employees, sub-consultants or subcontractors on this Project shall prohibit said persons from contracting with, working for, or otherwise assisting any potential Bidder to do any Project-related work for the Bidder which may in any way be (or construed to be) a conflict of interest. It is the responsibility of the Consultant to require all employees, sub-consultants, or subcontractors engaged by the Consultant to advise the Trust of any business relationship (formal or otherwise) which may pertain directly or indirectly to this Project and/or which may in any way be (or construed to be) a conflict of interest. The Consultant will also notify the Trust of any such business relationship and/or conflict of interest. Any conflict of interest discovered by the Trust may be cause for rejection of the Bid in question and/or cancellation of the Consultant's Contract.
18. **Ownership of Documents.** All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the Trust and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Consultant. Reuse of said documents by the Trust shall be at the Trust's risk and responsibility and not that of the Consultant. The parties may use any portions of said documents at their own risk and responsibility. During preparation of design documents, the Consultant shall do weekly backups of CADD computer files and maintain said backups in a safe and secure off-site location. These back up CADD computer files are the property of the Consultant.
19. **Standard of Care.** In providing the work and services herein, the Consultant shall maintain during the course of the Contract the standard of reasonable care, skill, diligence and professional competency for such work and/or services. The Consultant agrees to require all its consultants, by the terms of its consultants' contracts, to provide services at the same standard or reasonable care, skill, diligence and professional competence required of the Consultant.
20. **Hazardous Materials.** The Consultant shall have no responsibility for the discovery, presence, handling, removal, disposal of or exposure of persons to hazardous materials of any type or in any form at the Project site. However, the Consultant agrees to notify the Trust Representative of any hazardous materials identified during the performance of the Consultant's services hereunder.
21. **Sub-consultants.** The Consultant agrees to submit for approval by the Trust, by and through the Director of Airports or his designee, prior to their engagement, a list of any sub-consultants or subcontractors the Consultant intends to engage to perform work and/or services related to this Contract. Such approval will not be unreasonably withheld. The Consultant shall notify the Trust and seek pre-approval of any substitutions or changes in sub-consultants or subcontractors.
22. **Airport Improvement Program Compliance.** The Consultant agrees and certifies that it will comply with the provisions set forth below and with any grant awarded to the Trust

and/or City in which grant funds may be used. The Consultant further agrees that it shall (i) insert each of these provisions in all of its contracts and subcontracts related to this Project; (ii) require that the clauses be included in all lower tier subcontracts related to this Project; (iii) incorporate applicable requirements of these provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services; and (iv) be responsible for compliance with these provisions by any subcontractor, lower-tier subcontractor, or service provider. For purposes of this Article, the Consultant is sometimes hereinafter called "Contractor," "Bidder," or "Offeror," and the Trust is sometimes hereinafter called "Owner" or "Sponsor." In the event of a discrepancy between the provisions of this Article and other provisions of the Contract, the provisions of this Article shall prevail.

A. Access to Records and Reports.

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.

B. Breach of Contract Terms.

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.

C. Buy American Preference.

The Contractor agrees to comply with 49 U.S.C. § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

D. 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 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), 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 of Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the Contract.

E. Title VI Clauses for 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. Nondiscrimination: 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 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 the 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 and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the 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 nondiscrimination provisions of this Contract, the Trust will impose such contract sanctions [in accordance with any applicable notice and cure provisions provided for in this Contract] as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding any 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 22E, subparagraphs] 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.

F. **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 Nondiscrimination 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 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 (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*).

G. Clean Air and Water Pollution Control.

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

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

H. Contract Work Hours and Safety Standards Act Requirements.

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 work week.
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 therefore 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.

I. Copeland "Anti-Kickback" Act.

The Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. The Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each subcontractor must submit to the Owner a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

J. 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), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 and involve driving a motor vehicle in performance of work activities associated with the project.

K. Energy Conservation Requirements.

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

L. Equal Opportunity Clause.

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with



procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Standard Federal Equal Employment Opportunity Construction Contract Specifications.

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. "Minority" includes:
    - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
    - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be

employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of

Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and

- encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.



10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

M. Federal Fair Labor Standards Act (Federal Minimum Wage).

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

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor | consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

N. Certification Regarding Lobbying.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

O. Occupational Safety and Health Act of 1970.

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

P. Right to Inventions.

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

Q. Seismic Safety.

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

R. Trade Restriction Certification.

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

1. 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 (U.S.T.R.);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
3. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

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

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

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

S. Veteran's Preference.

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

T. Certification Regarding Tax Delinquency and Felony Convictions.

The Consultant shall complete the Certification Regarding Tax Delinquency and Felony Convictions attached hereto as Exhibit G to indicate its current status as it relates to tax delinquency and felony conviction.

U. Notice of Additional Regulations and Requirements.

Bidders are further notified that any contract entered into pursuant to this Solicitation for Bids will be subject to the following Federal Solicitation Requirements, which are hereby incorporated by reference as though fully set forth herein:

- Affirmative Action for EEO Clause and Specifications. (Reference 41 CFR § 60-1.4, Executive Order 11246)
- Buy American Preference. (Reference: 49 USC § 50101)
- Civil Rights – General. (Reference: 49 USC § 47123)
- Davis-Bacon Act Requirements. (Reference: 49 CFR § 18.36(i)(5))
- Debarment and Suspension. (Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)
- Disadvantaged Business Enterprises. (Reference: 49 CFR Part 26)



- Federal Fair Labor Standards Act (Federal Minimum Wage). (Reference: 29 USC § 201, et seq.)
- Lobbying and Influencing Federal Employees. (Reference: 49 CFR part 20, Appendix A)
- Prohibition of Segregated Facilities. (Reference: 41 CFR § 60-1.8)
- Procurement of Recovered Materials. (Reference 42 USC § 6901, et seq., 2 CFR Part 200, Appendix II(J))
- Foreign Trade Restriction. (Reference: 49 CFR part 30)

23. **FAA Subordination Clause.** This Contract shall be subordinate to the provisions of any existing or future agreements between the Trust and the United States Government relating to the operation or maintenance of the Trust's airports, the execution of which has been or will be required as a condition precedent to the granting of Federal funds for the development of the airports, to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving Federal funds, and provided that the Trust agrees to give the Consultant written notice in advance of the execution of such agreements of any provisions which will modify the terms of this Contract.

24. **Assignment.** Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Consultant to provide professional and personal services to the Trust, the parties agree that the Consultant may not assign its obligations, rights or interest in this Contract except as set forth in paragraph "Termination for Default" subparagraph B.

25. **Termination.**

A. **Termination by Default.**

The Trust may cancel this Contract (with or without cause), in whole or in part, for failure of the Consultant to fulfill or promptly fulfill its obligations under this Contract.

(1) After due notice and thirty (30) days within which to correct the default, this Contract may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms through no fault of the party initiating the termination. Upon termination for cause by the Trust, the Trust shall pay the Consultant for all work and services rendered, up to the time of the effective date of termination.

(2) If this Contract is terminated by reason of a default of the Consultant prior to the completion of this project, regardless of the reason for said termination, the Consultant shall immediately assign to the Trust any contracts and/or agreements relative to this project entered into between the Consultant and its subcontractors and sub-consultants, as the Trust may designate in writing and with the consent of the subcontractors and sub-consultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the Trust, the Trust

shall only be required to compensate such subcontractors and sub-consultants for compensation accruing to such parties under the terms of their agreements with the Consultant from and after the date of such assignment to and acceptance by the Trust. All sums claimed by such subcontractors or sub-consultants to be due and owing for services performed prior to such assignment and acceptance by the Trust shall constitute a debt between the Consultant and the affected subcontractors or sub-consultants, and the Trust shall in no way be deemed liable for such sums. The Consultant shall include this provision and the Trust's rights and obligations hereunder in all agreements or contracts entered into with the Consultant's subcontractors and sub-consultants.

(3) Termination herein shall not terminate or suspend any of the required provisions of the paragraph "Indemnity" or "Insurance" of this Contract.

- B. Termination for Convenience. The Trust may terminate this Contract (with or without cause), in whole or in part, for the Trust's convenience. The Trust may terminate by delivery of a notice to the Consultant, pursuant to paragraph "Notices" herein.

Upon receipt of the notice of termination, the Consultant shall (1) immediately discontinue all work and services affected (unless the notice directs otherwise), and (2), upon payment for work performed, deliver to the Trust all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Contract, whether complete or incomplete unless the notice directs otherwise.

Upon termination for the convenience by the Trust, the Trust shall pay the Consultant for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of this Contract and as further limited by the not to exceed amounts set out in this Contract.

The rights and remedies of the Trust provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

Termination herein shall not terminate or suspend any of the required provisions of paragraph "Indemnity" or "Insurance" of this Contract.

## **26. Miscellaneous Provisions**

- A. Time Is of the Essence. Both the Trust and the Consultant expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the Trust to timely object to the time of performance shall not waive any right of the Trust to object at a later time.

- B. No Damage for Delay. No payment, compensation, or adjustment of any kind (other than an approved extension of time, or a force majeure event) shall be made to the Consultant for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. The Consultant agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.
- C. Severability. In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.
- D. Entire Agreement. This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Trust and the Consultant concerning the Contract. Neither the Trust nor the Consultant has made or shall be bound by any agreement or any representation to the other concerning this Contract, which is not expressly set forth herein.
- E. Amendment. This Contract may be modified only by a written amendment of subsequent date hereto, approved by the Trust and the Consultant. In the event the Consultant's Basic Services are increased or changed so as to materially increase the need for Services in excess of the not to exceed total compensation, the Consultant may seek to amend this Contract.
- F. Execution in 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. Descriptive Headings. The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.
- H. Construction and Enforcement. This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. 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.
- I. Survival of Representations. All representations and covenants of the parties shall survive the expiration of the Contract.
- J. Parties Bound. This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
- K. Venue of Actions. The parties agree that if any legal action is brought pursuant to this Contract, such action shall be instituted in the District Court of Oklahoma County.

L.Effective Date. The effective date of this Contract shall be August 1, 2024.

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

**Freese and Nichols, Inc.:**

**ATTEST:**

KRISTINA STRONG, AST. CORPORATE  
Secretary SECRETARY

(and Corporate Seal – either print stamped or embossed – if embossed, must be leaded sufficiently to be visible in a PDF file reproduction)

Kimberly Buckley  
Vice President/Principal



**APPROVED** by the Oklahoma City Airport Trust and signed by the Chairman this 22ND day of AUGUST, 2024.

**OKLAHOMA CITY AIRPORT TRUST:**

**ATTEST:**

Amy K. Simpson  
Trust Secretary



Jerry Palmer  
Chairman

**REVIEWED** for form and legality.

Jordan Medaris  
Assistant Municipal Counselor/  
Attorney for the Trust



**EXHIBIT A**  
**BASIC SERVICES**

**Professional Services Contract**  
**Project No. OCAT WRWA GEN 2415**  
**On-Call Multi-Year Environmental Compliance Services**

**WILL ROGERS WORLD AIRPORT (WRWA)**  
**WILEY POST AIRPORT (WPA)**  
**CLARENCE E. PAGE AIRPORT (CEPA)**

**Scope of Work**

- A. The Consultant is hereby engaged and employed by the Trust to perform, in accordance with good planning and environmental practices and in the best interest of the Trust, the professional services for Environmental Compliance that the Consultant will provide include but are not limited to the following:
- (1) Review and update as required airport and tenant Storm Water Pollution Prevention Plans (SWPPP) and provide consultations with updates, as required, and investigate sources of potential storm water pollutants that may impact water quality discharge limits.
  - (2) Review, consult, study, design and remediate for potential surface and subsurface hazardous material release and contamination.
  - (3) Review and consult for aircraft and ground deicing program from application through collection, treatment, and discharge.
  - (4) Review airport and tenant fuel storage facilities and fueling operations including collection/treatment for management and reporting of potential fuel leaks and/or spills.
  - (5) Review, consult, and prepare for any airport compliance requirements for state, federal, and Federal Aviation Administration ("FAA") environmental guidelines for airport development and construction such as, but not limited to:
    - a. FAA Order 1050.1F - Environmental Impacts: Policies, and Procedures, and the Environmental Desk reference for Airport Action
    - b. FAA 5050.4B - NEPA Implementing Instructions for Airport Actions
  - (6) Review, consult, study, design and remediate other pertinent environmental conditions.
- B. The professional services for Environmental Compliance services outlined herein are subject to the following:
- (1) Provision of said services shall be on an on-call, as-needed basis and/or for specific tasks delineated in Exhibit A. All services performed hereunder shall be initiated by the issuance of a purchase order by the Director of Airports or his designated representative.
  - (2) Provision of said services requires that the Consultant maintain, at all times, professional environmental compliance consulting services capabilities. In the event that these professional disciplines are not available.

- (3) within the direct employ of the Consultant, the Consultant shall maintain sub-contractual relationships with professional firms having staff and capability sufficient to provide said services. Selection of professional firms and sub-contractual terms and provisions shall be subject to the approval of the Director of Airports or his designated representative.
- (4) Nothing in this Contract shall preclude the rights of the Trust to solicit services from other planning or environmental consultants for work to be accomplished for the Airports, or to do work with Trust or City of Oklahoma City resources and equipment.
- (5) Upon written notification from the Director of Airports or his designated representative(s), the Consultant shall review actions to be considered by the Department of Airports or the Trust that may affect facilities and property of the Trust covered by this Contract and provide comment and guidance as appropriate to ensure said facilities and properties are managed and maintained compatible with a standard of reasonable care and applicable laws and regulations. To this end, the Consultant shall meet regularly with the Director of Airports or his representative(s) as requested and shall attend meetings with Trust staff, representatives of The City of Oklahoma City, tenants, consultants, suppliers and others as may be necessary to perform the services provided pursuant to this Contract. Furthermore, the Consultant shall attend meetings of the Trust where the Consultant has provided consultation and developed guidance and project documents that are subject to Trust review and approval.
- (6) Before a written proposal can be considered for approval through a purchase order issued by the Director of Airports, the Consultant shall provide a brief description of the scope of work for said purchase order, identification of likely professional consultants or other personnel that may be necessary, any exclusions that are not included in the proposal but may be added to the scope at a later date, the cost of the proposal, and a breakdown of the costs on a per task, per discipline basis.
- (7) The Consultant shall maintain detailed records of actual hours worked on each tasking performed by the Consultant and/or other Professionals. Maintenance of these records are required for accounting and billing purposes.
- (8) The Consultant shall meet upon request with the Director of Airports or his representative(s) and shall attend meetings with Trust staff, representatives of The City of Oklahoma City, tenants, consultants, suppliers, and others as may be necessary to perform the services necessary to complete the tasks required under this Contract and any purchase order tasks that are developed

## **On-Call Environmental Services**

Consultant may perform professional environmental services such as, but not limited to, the following services, as more fully defined in individual purchase orders negotiated in accordance with this Contract. Consultant shall provide all labor, equipment, and transportation necessary to complete all services agreed to hereunder in a timely manner throughout the term of the Contract including but not limited to:

- Site Assessments and Investigations for Soil and Groundwater Cleanup per Oklahoma Administrative Code (OAC) 165, Chapters 25 and 29;
- Preparation of additional information for the Oklahoma Corporation Commission (OCC) for preparation of a remedial action plan in accordance with OAC 165, Chapter 29;
- Performance of periodic monitoring of soil and groundwater;
- Oklahoma Department of Environmental Quality (ODEQ) air permitting, compliance assistance, emission inventories, emission testing, odor testing, and air toxics compliance;
- Preparation of specific reports requested by any regulatory body, including the OCC or ODEQ related to any response action;
- Notice to members of the public and/or property owners regarding remediation or closure by risk assessment as described by OAC 165, Chapter 29;
- Resource Conservation and Recovery Act (RCRA) compliance services related to Underground Storage Tank (UST)/Above-ground Storage Tank (AST) systems and emergency response;
- Generic or site-specific bid specifications for UST/AST upgrading;
- Phase I and Phase II Environmental Site Assessments and Site Remediation;
- Wetlands permitting, designations, and community outreach;
- Brownfields and Voluntary Clean-up Program of the ODEQ;
- AST assessment, design, and compliance;
- Clean Air Act compliance and assistance with regional non-attainment issues, including source assessment, modeling, State Implementation Plan support, and review of alternative fuels for Trust vehicles;
- Assistance with storm water pollution prevention planning, compliance and monitoring;
- Indoor Air Quality monitoring, Investigation, and remediation services; and
- Mold inspection services.

Provide general environmental consultation services on an on-call, as needed basis. These services include, but are not limited to, attending project, progress, public and/or agency meetings as a representative of the Trust, reviewing environmental documents provided by the Trust and/or third parties for Trust projects, providing general environmental compliance and regulatory support, and augmenting and supporting Airport staff.

## **Assessment Services**

- A. **Assessment Services** –The activities contemplated under this contract may include, but are not limited to: ACM, mold and LBP inspections, risk assessments, facility surveys, management plans, abatement project designs, technical specifications for contractor bidding, pre-bid, pre-construction meetings, coordinating abatement activities for demolition, renovation, construction, attending progress meetings, overseeing abatement contractors, providing on-site area air monitoring, and other ACM, mold and LBP related services as requested by the Trust.
- B. **Emergency Response Services** – The Consultant will respond to all Trust requests for services related to the abatement of Asbestos Containing Materials (ACM) and Lead-Based Paint (LBP). These services may include, but are not limited to, abatement utilizing the Consultant's own forces or subcontractors necessary to perform the work. Services will also include all necessary filing and reporting to appropriate governmental/regulatory agencies

**EXHIBIT B**  
**ADDITIONAL SERVICES**

**Professional Services Contract**  
**Project No. OCAT WRWA GEN 2415**  
**On-Call Multi-Year Environmental Compliance Services**

**WILL ROGERS WORLD AIRPORT (WRWA)**  
**WILEY POST AIRPORT (WPA)**  
**CLARENCE E. PAGE AIRPORT (CEPA)**

Additional Services shall only be provided upon prior written and clearly detailed direction from the Director of Airports, acting within the not-to-exceed compensation limits established by the Trust in Exhibit C. The Consultant may be directed to perform any, all, or none of the following Additional Services:

1. **Miscellaneous Additional Services.** Miscellaneous additional services may be required because of changes ordered by the Trust, or recommended by the Consultant and approved by the Trust, or due to causes beyond the control of the Consultant.
  - a. Total costs for Miscellaneous Additional Services shall not exceed an amount of \$0.00.
  - b. Provided, however, that the Trust, at its sole discretion, may authorize additional funds to the Project for payment of Additional Services in excess of the maximum limitation amount(s) as set forth above.
2. **Emergency Response.** Emergency response shall be generally defined as a City-declared emergency or Trust-declared emergency where a release or the material threat of a release of a hazardous substance(s) may endanger the public health, safety, mid/or welfare. The time period delineating an emergency response extends from the initial contact on a specific site until the immediate danger (in the judgment of the Director of Airports) has subsided.
  - A. The Consultant will provide emergency response services on a year-round, 24-hour basis to respond to spills or leaks of fuels, chemicals, and other hazardous substances from Trust equipment, or on Trust owned or operated sites. Emergency response may include one or more of, but shall not limited to, the following:
    - removal and disposal of regulated and any non-regulated substances from an UST/AST system or other sources onto Trust owned or controlled property;
    - removal of regulated and any non-regulated UST/AST system;
    - site demarcation and security;



- ventilation of confined areas to remove explosive vapors and reduce exposure of occupants to hazardous substances to acceptable levels;
- control release of regulated and any non-regulated substances to the air, soil, or ground water;
- prevention of migration of a released substance;
- removal and disposal of free phase regulated and any non-regulated substances from groundwater;
- drill and construct monitoring wells and/or removal wells;
- removal or neutralization of spills of caustic or corrosive materials;
- provide expert testimony;
- design, construction, and operation of interceptor trenches;
- asbestos and lead-based paint investigations and abatement;
- mold and indoor air quality investigation and abatement;
- noise monitoring and noise impact evaluations; and
- Industrial hygiene services.

B. The Consultant will provide the following:

- Provide 24-hour emergency call procedures. The Consultant will provide qualified emergency response personnel and Supervisors to assist in control and clean-up of hazardous material incidents for the Trust.
- Provide personnel and supervision on sites within the boundaries of the City within two (2) hours, to assess conditions and develop a response plan.
- Equipment and supplies will be expected to be on site within 16 hours after conditions have been assessed.

All activities performed in conjunction with an emergency response shall be fully documented and copies of all records shall be provided as part of project completion. This includes time sheets, invoices for payment of services, and other incurred expenses.

**EXHIBIT C**  
**COMPENSATION**

**Professional Services Contract**  
**Project No. OCAT WRWA GEN 2415**  
**On-Call Multi-Year Environmental Compliance Services**

**WILL ROGERS WORLD AIRPORT (WRWA)**  
**WILEY POST AIRPORT (WPA)**  
**CLARENCE E. PAGE AIRPORT (CEPA)**

Under the terms of this Contract, the Consultant agrees to perform the work and services described in this Contract. The Trust agrees, in accordance with the limitations and conditions set forth in the Contract, to pay the Consultant an amount not to exceed \$500,000 in any Contract year, inclusive of any Reimbursable Expenses, as set forth in this Exhibit C.

**C.1. Scope of Work**

Consultant shall conduct all environmental services as described in Exhibit A - Basic Services or as other scope(s) of services are determined, under individual purchase orders issued. Individual purchase orders issued shall provide not-to-exceed amounts that are billed hourly at the rate schedule below and shall not exceed \$500,000 in any Contract year.

## C.2. Additional Services

The Consultant will provide Additional Services as outlined in Exhibit B and as directed in writing by the Director of Airports. Each month, the Consultant will submit to the Trust certified time sheets for employees engaged in the provision of Additional Services. The Trust agrees to pay the Consultant, as compensation for such Additional Services, an amount equal to time expended, multiplied by the corresponding hourly rate included herein; provided that no claims or invoices for Additional Services will be recognized or be binding on the Trust unless such Additional Services are first approved by the Director of Airports. The approved hourly payroll rates for the classification of employees involved in this Project are as follows:

### WAGE RATES, INCLUDING OVERHEAD, ADMINISTRATIVE EXPENSES, AND PROFIT

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Account Director/Practice Leader	\$250.00	GIS Analyst	\$110.00
Accounting Specialist	\$85.00	GIS Analyst, Senior	\$141.00
CAD Technician I	\$85.00	GIS Analyst, Lead	\$194.00
CAD Technician II	\$88.00	Group Manager	\$250.00
CAD Technician III	\$112.00	Hydrologist I	\$95.00
Construction Manager I	\$121.00	Hydrologist IV	\$136.00
Construction Manager II	\$134.00	Hydrologist V	\$183.00
Construction Manager III	\$161.00	Hydrologist VI	\$230.00
Construction Manager IV	\$191.00	Hydrologist VII	\$255.00
Construction Manager V	\$230.00	Intern	\$76.00
Construction Representative	\$101.00	Operations Analyst	\$161.00
Document Control Specialist I	\$93.00	Planner I	\$100.00
Document Control Specialist II	\$117.00	Planner II	\$116.00
Engineer I	\$115.00	Planner III	\$131.00
Engineer II	\$126.00	Planner IV	\$163.00
Engineer III	\$138.00	Planner V	\$184.00
Engineer IV	\$161.00	Principal	\$250.00
Engineer V	\$200.00	Project Manager	\$195.00
Engineer VI/VII/VIII	\$250.00	Senior Advisor	\$175.00
Environmental Scientist I	\$92.00	Support Specialist I	\$73.00
Environmental Scientist II	\$98.00	Support Specialist II	\$87.00
Environmental Scientist III	\$115.00	Support Specialist III	\$97.00
Environmental Scientist IV	\$145.00	Support Specialist IV	\$106.00
Environmental Scientist V	\$154.00		
Environmental Scientist VI	\$183.00		
Environmental Scientist VII	\$226.00		
Environmental Scientist VIII	\$250.00		

### **C.3. Emergency Response Services**

The Consultant will provide Emergency Response Services as outlined in Exhibit B and as directed in writing by the Director of Airports. Each month, the Consultant will submit to the Trust certified time sheets for employees engaged in the provision of Emergency Response Services. The Trust agrees to pay the Consultant, as compensation for such Emergency Response Services, an amount equal to time expended, multiplied by the corresponding hourly rate included herein; provided that no claims or invoices for Emergency Response Services will be recognized or be binding on the Trust unless such Emergency Response Services are first approved by the Director of Airports. The approved hourly payroll rates for the classification of employees involved in Emergency Response Services shall be at the same hourly rates as outlined in Exhibit C.2 above.

### **C.4. Reimbursable Expenses**

1. **Extra Printing and Reproduction.** Printing and reproduction of any reports, studies and final drawings, specifications, and cost estimates required by the Trust in excess of those as set forth in Section 2 of the Contract will be reimbursed at the actual cost thereof when printed by the Consultant. When documents are printed by others, an administrative fee of not to exceed five percent (5%) percent may be added to the cost of reproduction and printing. Costs for these expenses will not exceed a total amount of \$0.00 without prior approval of the Trust.
2. **Boundary, Site, and Topographical Surveys.** The Consultant may self-perform or use contract land surveyors to perform land surveys necessary for development of plans. Such work is not part of the Consultant's professional fees and Consultant will be reimbursed for such work by the Trust. Invoices for land survey work will be accepted, reviewed, and certified by the Consultant and submitted separately to the Trust as a separate line item on claim vouchers. Total costs for land surveying shall not exceed an amount of \$0.00. Provided, however, that the Trust, at its sole discretion, may authorize additional funds to the Project for payment of surveying costs and charges in excess of the maximum limitation amount as set forth above.
3. **Geotechnical Investigation, Laboratory Analysis, and Field Testing.** The Consultant shall be reimbursed for the payment of all geotechnical investigation, laboratory analysis, and field testing not paid directly by the Trust and provided by the Consultant pursuant to Section 2, Subsection A, Paragraph (3) of the Contract, but such costs shall not exceed \$0.00. The cost for all geotechnical investigation, laboratory analysis, or fielding testing provided by the Consultant shall be based on the rates and charges included in existing City contracts where applicable.
4. **Transportation, Lodging, and Subsistence.** Expense of transportation when traveling out of state in connection with the performance of services for the Project will be reimbursed at the actual cost of transportation (Coach Class) plus actual cost of lodging and

**EXHIBIT D**  
**ANTI/NON-COLLUSION AFFIDAVIT**

**Professional Services Contract**  
**Project No. OCAT GEN 2415**  
**On-Call Multi-Year Environmental Compliance Services**


**WILL ROGERS WORLD AIRPORT (WRWA)**  
**WILEY POST AIRPORT (WPA)**  
**CLARENCE E. PAGE AIRPORT (CEPA)**

State of Oklahoma )  
 )  
County of Oklahoma ) SS.

The undersigned Consultant, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the Consultant; that the Consultant has not, directly or indirectly, entered into any agreement, express or implied, with any other architect/engineer(s), having for its object the controlling of the price or amount of the Contract, the limiting of the services of the architect/engineers, the parceling or farming out to any architect/engineer(s) or other persons, of any part of the Contract or any part of the subject matter of the Contract, or of the profits thereof.

The Consultant further states that the Consultant has not been a party to any collusion among other persons, firms or contractors in restraint of freedom of competition, by any agreement to Contract at a fixed price or to refrain from competing; or with any city official, city employee or city agent as to the quantity, quality, or price in the prospective Contract, or any other terms of the said prospective Contract; or in any discussions between the Consultant or city official, city employee or city agent concerning the exchange or money or other thing of value for special consideration in the letting of a Contract. The Consultant states that it has not paid, given or donated or agreed to pay, give or donate to any city official, officer or employee of the Trust or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of this Contract.

Printed name of the Consultant: Freese and Nichols, Inc.

Signature of executing individual: 

Title: Vice President / Principal

3600 NW 138th Street, Suite 202, Oklahoma City, OK 73134  
Address of the Consultant Zip Code

405-607-7060, 817-735-7491  
(A.C.) Tel. Number and FAX Number



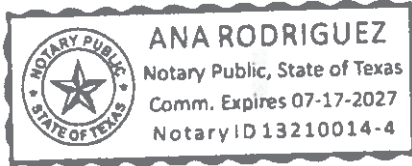
Signed and sworn to before me on this 19<sup>th</sup> day of July,  
2024, by

Ana Amelia Rodriguez

My Commission Expires/Commission Number:  
June 17, 2027 (Seal)

[Signature]  
Notary Public

(49 Okla.Stat. 1985 §119)



**EXHIBIT E**  
**NONDISCRIMINATION CERTIFICATE**

**Professional Services Contract**  
**Project No. OCAT WRWA GEN 2415**  
**On-Call Multi-Year Environmental Compliance Services**

**WILL ROGERS WORLD AIRPORT (WRWA)**  
**WILEY POST AIRPORT (WPA)**  
**CLARENCE E. PAGE AIRPORT (CEPA)**

State of Oklahoma )  
 )  
County of Oklahoma ) SS.

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

- A. The Consultant agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). The Consultant shall take affirmative action to insure 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, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Consultant and sub-consultants 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 Consultant's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Trust. The Consultant may be declared, by the Trust, ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Consultant and/or sub-consultants.
- C. The Consultant agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

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

Printed name of the Consultant: Freese and Nichols, Inc.

Signature of executing individual: 

Title: Vice President / Principal

3600 NW 138<sup>th</sup> Street, Suite 202, Oklahoma City, OK 73134  
Address of the Consultant Zip Code

405-607-7060  
(A.C.) Tel. Number and (FAX No.)

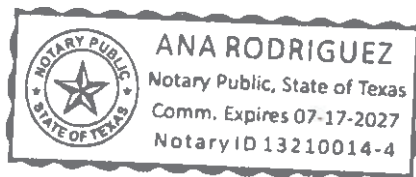
Signed and sworn to before me on this 19<sup>th</sup> day of July,  
2024, by

Ana Amelia Rodriguez

[Signature]  
Notary Public

My Commission Expires/Commission Number:  
June 17, 2027 (Seal)

(49 Okla.Stat. 1985 §119)



**EXHIBIT F**  
**CERTIFICATION REGARDING TAX DELINQUENCY AND FELONY  
CONVICTIONS**

**Professional Services Contract  
Project No. OCAT WRWA GEN 2415  
On-Call Multi-Year Environmental Compliance Services**

**WILL ROGERS WORLD AIRPORT (WRWA)  
WILEY POST AIRPORT (WPA)  
CLARENCE E. PAGE AIRPORT (CEPA)**

The Consultant must complete the following two certification statements. The Consultant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

- 1) The Consultant represents that it is ( ✓ ) is not ( ✓ ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The Consultant represents that it is ( ✓ ) is not ( ✓ ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

If a Consultant responds in the affirmative to either of the above representations, the Consultant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Consultant therefore must provide information to the owner about its tax liability or conviction to the Trust, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification - The information above is true and complete to the best of my knowledge and belief.

Kimberly Buckley, Vice President / Principal  
Name and Title of Signer (Please Type)

Kimberly Buckley  
Signature

July 19, 2024  
Date