

## **AMENDMENT NO. 5 TO THE CONTRACT FOR PROFESSIONAL SERVICES I**

This Amendment No. 5 to the Contract for Professional Services (“Amendment No. 5”) is made and entered into by and between the Trustees of the Oklahoma City Airport Trust (“Trust”), a public trust, and Cowan Group Engineering, LLC (“Consultant”), an Oklahoma limited liability company.

### **WITNESSETH:**

**WHEREAS**, the Trust and Consultant entered into a Contract for Professional Services dated July 26, 2018 (“Contract”), for Consultant’s provision of planning and design services for analysis of pavement condition and for projects to repair and rehabilitate the roadways that provide access for passengers and cargo for the Terminal Area of Will Rogers World Airport; and

**WHEREAS**, on January 24, 2019, Trust and Consultant amended the Contract to provide Basic Services, Additional Services, and Reimbursable Expenses for design, bidding services, construction of Phase 1 of the Project for a portion of Terminal Drive inbound from the bridge at SW 54<sup>th</sup> St. to the Terminal Building; and

**WHEREAS**, on November 21, 2019, Trust and Consultant amended the Contract a second time, adding to the scope of Basic Services for Phase 1 of the Project; and

**WHEREAS**, on July 23, 2020, Trust and Consultant amended the Contract a third time, adding to the scope of Basic Services for additional Construction Administration Services for Phase 1 of the Project; and

**WHEREAS**, on February 24, 2022, Trust and Consultant amended the Contract a fourth time for Basic Services, Additional Services and Reimbursable Expenses for the design, bidding services, construction of Phase 2 of the Project for a portion of Terminal Drive outbound from the Terminal Building; and

**WHEREAS**, on December 15, 2022, Trust approved the construction contract with CGC, LLC for Project OCAT WRWA 2305, “Rehabilitate Terminal Access Roadways—Phase 2”; and

**WHEREAS**, the parties desire to amend the Contract, adding to the scope of Basic Services for additional Construction Administration Services and adding to the scope of Additional Services for additional Project Representative Services for Phase 2 of the Project, and decreasing the scope of Basic Services for Phase 3 of the Project; and

**WHEREAS**, the parties desire to add a total of \$40,000 to the Contract, including \$40,000 for Basic Services for Phase 2, adding \$45,000 for Additional Services for Phase 2, and reducing \$45,000 for Additional Services for Phase 3; and

**WHEREAS**, it is the desire of both parties to update certain mandatory language required by the Federal Aviation Administration.

**NOW, THEREFORE**, based upon due consideration, the parties agree to the following:

1. This Amendment No. 5 shall be effective as of October 13, 2023 (“Effective Date”).
2. The parties hereby agree to amend Exhibit A2 and Exhibit C2” to this Contract by the deletion of letters, numbers, and characters scored through, and by the addition of letters, numbers, and characters italicized, in the revised Exhibit A2 and Exhibit C2 attached hereto and incorporated herein by this reference.
3. The Parties agree that Article 26 – Airport Improvement Program Compliance is hereby deleted and replaced in its entirety with the following language:

**26. 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 26E, 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 therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.
3. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.
4. Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

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. Certificate Regarding Debarment and Suspension (Bidder or Offeror).

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

K. Certification Regarding Debarment and Suspension (Successful Bidder Regarding Lower Tier Participants).

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction,” must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

L. Disadvantaged Business Enterprises.

Contract Assurance (§ 26.13) - The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the recipient deems appropriate.

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



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

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 \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

N. 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.*).

O. 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).

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. Termination of Contract.

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

V. 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.

W. 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.

X. 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.

4. The parties further agree that, except as amended by this Amendment No. 5 all items, provisions, and conditions of the original Contract, including any prior amendments, shall remain in full force and effect, and the provisions of this Amendment No. 5 shall become a part of the original Contract as though fully set forth therein.

*(The remainder of this page intentionally left blank.)*

COWAN GROUP ENGINEERING, LLC

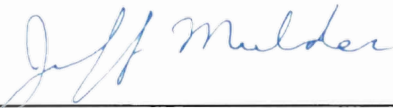


Signature

Printed Name: JEFF COWAN

Title: CEO

**APPROVAL RECOMMENDED:**

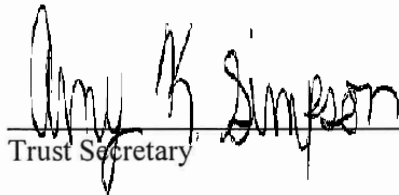


Director of Airports

**APPROVED** by the Oklahoma City Airport Trust and signed by the Chairman this 25TH day of  
JANUARY, 2024.

**ATTEST:**

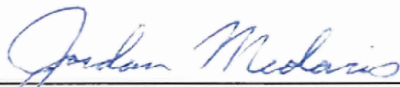
**OKLAHOMA CITY AIRPORT TRUST:**

  
Trust Secretary



  
Chairman

**REVIEWED** for form and legality.



Assistant Municipal Counselor /  
Attorney for the Trust

**EXHIBIT A.2**  
**BASIC SERVICES – PHASE 2**

**Contract for Professional Services with Cowan Group Engineering, LLC.**  
**Project No. OCAT WRWA 1904**  
**“Rehabilitate Terminal Access Roadways – Phase 2”**  
**Will Rogers World Airport**

Project will be located at Will Rogers World Airport

Project Description: Phase 2 of the Project includes concrete pavement, drainage, and pedestrian crossing improvements along the northeast side of the WRWA Transportation Plaza from the “stamped” concrete to the existing parking lot pay center along the outbound Terminal Drive (approximately **1,150 LF**). Refer to Attachment ‘A.2’ for project extents.

**SCOPE OF SERVICES**

Cowan Group Engineering, LLC. shall provide the following services to Client for the Project:

**Preliminary Report Services – Task 1**

*Task Completed*

**Final Plan Services – Task 2**

The basic scope of services for the Final Plan Services – Task 2 includes engineering design services and preparation of construction drawings for Phase 2 of the Project. Below is a detailed summary of the task items:

**Preliminary Design**

1. The scope of work includes preparing complete detailed construction drawings in English units for the Project. The project will include replacement of the existing street and Consultant shall propose the final horizontal and vertical alignment as well as the typical section(s).
2. Prepare and develop drainage calculations, determine drainage area map and proposed improvements per City of Oklahoma City drainage requirements.
3. Prepare detailed construction drawings including, but not limited to, plan and profile, grading, drainage, and surfacing.
4. Prepare plans for signing, pavement marking, and lighting improvements for the pedestrian crossing from the employee parking lot to the existing parking garage northeast of Transportation Plaza
5. Prepare pay quantities and specifications for one (1) base bid
6. Prepare the street design according to the following publications:
  - a. “A Policy on Geometrics Design of Highways and Streets,” Sixth Edition, AASHTO 2011
  - b. The current City of Oklahoma City Roadway Standards
  - c. Construction plans shall meet City of Oklahoma City Standards Specifications for Construction of Public Improvements

- d. The City of Oklahoma City Drainage Design Criteria
  - e. Manual on Uniform Traffic Control Devices (MUTCD), 2009
7. Prepare preliminary construction cost estimate
  8. Deliver four (4) hard copy drawings (11x17) and contract documents, and electronic PDF format
  9. Attend one (1) review meeting with Trust, Director of Airports, and/or Director's representatives
  10. Preliminary Design services shall be completed within 60 days of Topographic Survey services completion.

#### Final Design

1. Incorporate Preliminary Design comments from Trust and private utilities and prepare final construction drawings. Drawings shall include, but not limited to:
  - a. Title
  - b. Typical Sections
  - c. Pay Quantities and Notes
  - d. Summary Sheets
  - e. Summary of Drainage Structures
  - f. Drainage Design Record
  - g. Drainage Area Map
  - h. Erosion Control Plan
  - i. Demolition Plan
  - j. Roadway Plan and Profiles
  - k. Storm Sewer Plan and Profiles
  - l. Joint Layout Plan
  - m. Construction Sequence
  - n. Construction Traffic Control
  - o. Signing and Striping
  - p. Lighting Plan
  - q. Cross Sections
2. Prepare pay quantities and specifications for one (1) base bid
3. Submit four (4) sets of "check print" sets and construction cost estimate to the Director's designated representative for review by appropriate departments/divisions.
4. Attend one (1) review meeting with Trust, Director of Airports, and/or Director's representatives
5. Revise the plans and submit two (2) final plans check sets and construction cost estimate for a "final" review by the Director and his designated representative(s).
6. Provide all documents for the Trust's electronic bidding process.
7. Establish required horizontal or vertical alignment control points including any needed benchmark within 300 feet to any portion of a project.
8. Final Design services shall be completed within 30 days of Preliminary Design completion.

### **Bidding Services – Task 3**

1. Finalize the construction drawings and contract documents for one (1) bid package
2. Assist the Trust in advertisement for the Project
3. Attend pre-bid conference meeting
4. Review bid tabulations with Trust and make recommendation to Trust

### **Construction Administration Services – Task 4**

1. Assist in preparation agreement with selected Contractor for Trust/Contractor execution
2. Issue notice to proceed to Contractor with Trust approval
3. Attend pre-work conference meeting
4. Review and approval of submittals
5. Address request for information from Contractor
6. Review, process and approve pay applications for Trust approval (*based on 48 week construction time*)
7. Conduct weekly construction meetings including preparation of meeting agendas and minutes (*based on 20 estimated 48 week construction time*)
8. Conduct one (1) final inspection, acceptance, and report

### **As-Built Drawing Services – Task 5**

Prepare record drawings (as required).

### **Additional Services**

The following are exclusions from Task 2-5 and considered additional services per the contract:

1. Private or Public Utility Relocation Design Plans
2. Phase 1 Environmental study and clearance
3. Right-of-way or easement acquisitions or staking
4. Construction staking
5. Landscape Design
6. Project Representative Services

Project Representative Services, under B.1. Additional Services, for Phase 2 of the Project includes representation at a minimum of 10 hours per week and an overall total not to exceed ~~300~~ 950 hours for the construction contract.



### **Reimbursable Expenses**

The following is an outline of the scope of services pertaining to services for Tasks 2-5 and is performed under the C.2.3 Reimbursable Expenses portion of the contract:

#### **C.2.3.1 Extra Printing and Reproduction**

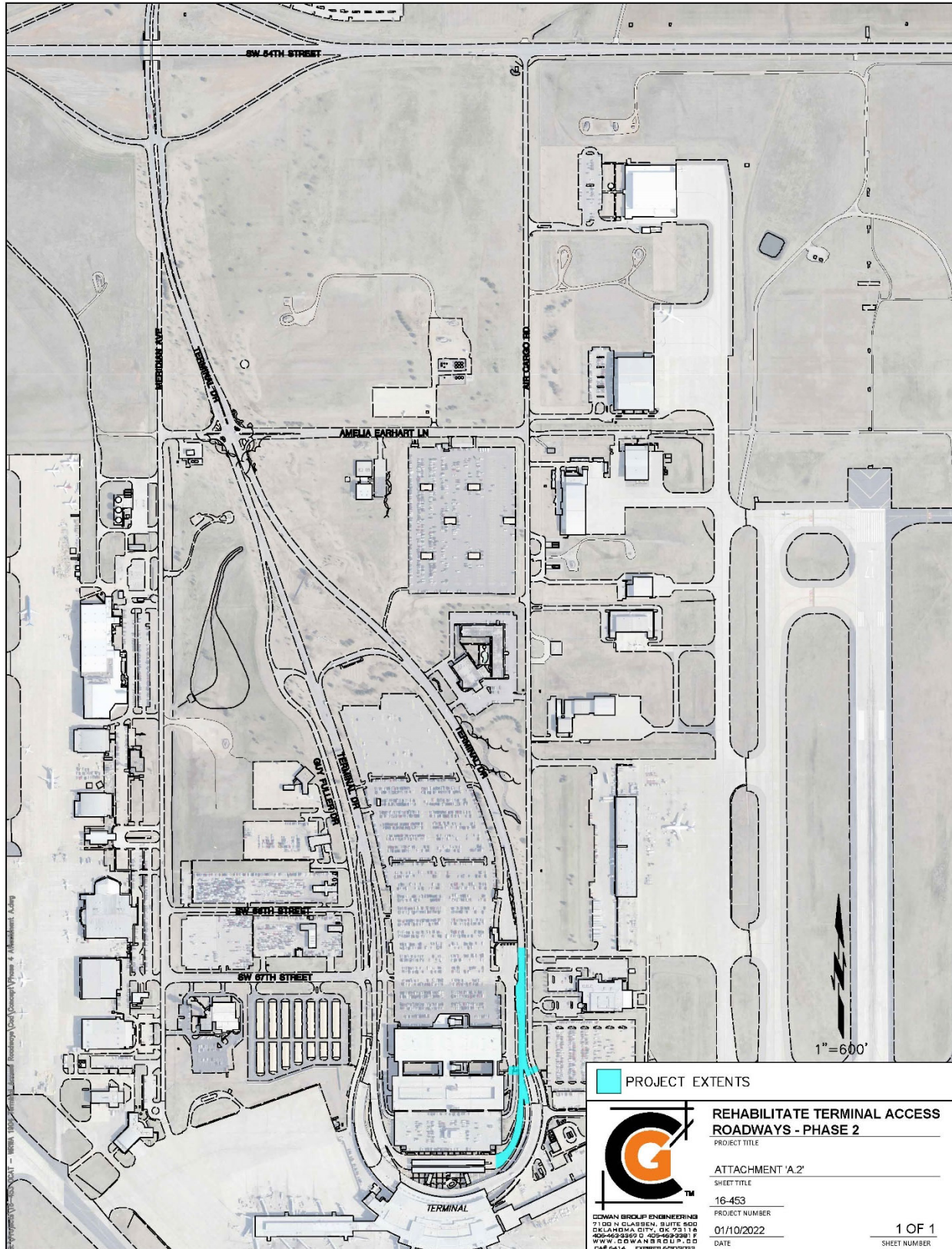
Refer to C.2.3. Reimbursable Expenses

#### **C.2.3.2 Topographical Survey**

1. The topographic design survey will be along Terminal Drive from the WRWA Transportation Plaza and northeast approximately 1,150 LF. All existing utility locations will be located based on coordination with utility owners and locating agencies. All survey information will be mapped and contours shown at 1-foot intervals. Survey datum will be according to the City of Oklahoma City GIS datum.
2. Consultant will provide the utility locations within the project limits. The initial investigations will include the research of existing as-built plans and contact with known utility companies. This information will be compiled and utilized to prepare preliminary layouts of the underground utility lines. The OKIE One Call System will be utilized to field locate the existing known utilities. This work will be coordinated with the field survey to establish horizontal locations. The marked utility lines will be incorporated into the design plans. A final determination of utility conflicts will be made after preliminary roadway design is complete and potential vertical conflicts can be identified.
3. Research and secure property ownerships and easements and establish right of way limits for the entire project.
4. Topographic survey services shall be completed within 30 days of Notice to Proceed.

#### **C.2.3.3 Transportation, Lodging, and Subsistence**

Refer to C.2.3. Reimbursable Expenses



**EXHIBIT B.2**  
**ADDITIONAL SERVICES – PHASE 2**

**Contract for Professional Services with Cowan Group Engineering, LLC.**  
**Project No. OCAT WRWA 1904**  
**“Rehabilitate Terminal Access Roadways – Phase 2”**  
**Will Rogers World Airport**

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. **Project Representative Services.** Commencing at such time as any construction work begins for the Project contemplated herein, when directed by the Director of Airports to provide these services, the Consultant will select, designate, and be wholly responsible to perform Project observation of construction with qualified representatives furnished by the Consultant. Said Project Representatives are to be approved as to qualifications by the Director of Airports to observe and monitor the actual work performed and materials used by the Construction Contractor. Copies of the Project Representative's reports will be furnished to the Trust. The Trust reserves the right to visit and observe construction at any time. This, however, will not relieve the Consultant of the prime responsibility for the observation of construction. The duties, responsibilities and limitations of the authority of the Project Representatives to be accomplished hereunder will be performed in accordance with the Suggested Listing of Duties, Responsibilities and Limitations of Authority of Resident Project Representative (EJCDC 1910-1-A, 1983 Edition) and as further described in Exhibit D herein; and it is further understood and agreed that the provisions set forth in said Listing (EJCDC 1910-1-A, 1983 Edition) are hereby incorporated and made a part hereof by reference as though fully set forth herein.
2. **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.

**EXHIBIT C.2**  
**COMPENSATION – PHASE 2**

**Contract for Professional Services with Cowan Group Engineering, LLC.**  
**Project No. OCAT WRWA 1904**  
**“Rehabilitate Terminal Access Roadways – Phase 2”**  
**Will Rogers World Airport**

Under the terms of this Contract, the Consultant agrees to perform the work and services described in this Contract. The Project’s ~~preliminary estimated~~ *current* construction cost for Phase 2 is \$ ~~4,337,000~~ *\$2,472,833*. The Trust agrees, in accordance with the limitations and conditions set forth in the Contract, to pay the Consultant an amount not to exceed \$ ~~189,200~~ *274,200* (~~14.2~~ *11.1*% of the ~~preliminary estimated~~ *current* construction cost), which includes: for Basic Services, an amount not to exceed \$ ~~137,600~~ *177,600*; for Additional Services, an amount not to exceed \$ ~~39,900~~ *84,900*; and for Reimbursable Expenses, an amount not to exceed \$ 11,700; all of which are specifically set forth in this Exhibit C.

**C.2.1 Basic Services**

Compensation for Basic Services may not exceed a cumulative total of \$ ~~137,600~~ *177,600*, and in no event may the Consultant receive compensation in excess of the amount listed for each task for performance of its Basic Services.

The Consultant may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

Task 1 an amount not to exceed:

\$ N/A (N/A %)

Completion and acceptance by the Director of Airports of the Preliminary Report for the Project.

Task 2 an additional amount not to exceed:

\$ 93,300 (~~67.8~~ *52.5*%)

Completion and acceptance by the Trust of the final plans and specifications for the Project.

Task 3 an amount not to exceed:

\$ 8,200 (~~6.0~~ *4.6*%)

Award of the construction contract to the successful Bidder.

Task 4 an amount not to exceed:

\$ ~~26,900~~ *66,900* (~~19.5~~ *37.7*%)

Upon completion and final acceptance by the Trust of the completed Project. Said amount is to be paid proportionately to the level of completion of Project construction. The proportionate amount is to be consistent with the Construction Contractor’s percentage of completion.

Task 5 an amount not to exceed:

\$ 9,200 (~~6.7~~ *5.2*%)

Upon satisfactory completion and acceptance of the project as-built drawings.

### **C.2.2 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**

<b><u>CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
<i>Principal .....</i>	<i>\$300.00</i>
<i>Associate.....</i>	<i>\$271.00</i>
<i>Client Manager.....</i>	<i>\$248.00</i>
<i>Team Lead.....</i>	<i>\$237.00</i>
<i>Project Manager II.....</i>	<i>\$217.00</i>
<i>Project Manager I.....</i>	<i>\$208.00</i>
<i>Project Engineer III.....</i>	<i>\$201.00</i>
<i>Project Engineer II.....</i>	<i>\$185.00</i>
<i>Project Engineer I.....</i>	<i>\$172.00</i>
<i>Engineer Level II.....</i>	<i>\$159.00</i>
<i>Engineer Level I.....</i>	<i>\$147.00</i>
<i>Engineering Technician IV.....</i>	<i>\$165.00</i>
<i>Engineering Technician III.....</i>	<i>\$155.00</i>
<i>Engineering Technician II.....</i>	<i>\$140.00</i>
<i>Engineering Technician I.....</i>	<i>\$126.00</i>
<i>CAD Technician I.....</i>	<i>\$102.00</i>
<i>GIS Technician I.....</i>	<i>\$88.00</i>
<i>Survey Manager.....</i>	<i>\$215.00</i>
<i>Professional Land Surveyor II.....</i>	<i>\$197.00</i>
<i>Professional Land Surveyor I.....</i>	<i>\$172.00</i>
<i>Survey Field Manager.....</i>	<i>\$155.00</i>
<i>Survey Crew - Scanner.....</i>	<i>\$334.00</i>
<i>Survey Technician III.....</i>	<i>\$165.00</i>
<i>Survey Technician II.....</i>	<i>\$155.00</i>
<i>Survey Technician I.....</i>	<i>\$88.00</i>
<i>CAD Technician III.....</i>	<i>\$123.00</i>
<i>CAD Technician II.....</i>	<i>\$112.00</i>
<i>CAD Technician I.....</i>	<i>\$102.00</i>
<i>Construction Manager.....</i>	<i>\$177.00</i>
<i>Construction Services Administrator.....</i>	<i>\$167.00</i>
<i>Resident Project Representative III.....</i>	<i>\$143.00</i>
<i>Resident Project Representative II.....</i>	<i>\$133.00</i>
<i>Resident Project Representative I.....</i>	<i>\$122.00</i>
<i>Administrative.....</i>	<i>\$126.00</i>
<i>Clerical.....</i>	<i>\$90.00</i>

<i>Intern</i> .....	\$61.00
Sr. Principal Landscape Architect .....	\$175.00
Principal / Sr. Landscape Architect .....	\$150.00
Staff Landscape Designer .....	\$135.00
Traffic Principal .....	\$275.00
Traffic Senior Project Manager .....	\$220.00
Traffic Project Manager .....	\$175.00
Traffic Senior Engineer .....	\$160.00
Traffic Project Engineer .....	\$140.00
Traffic Sr. Engineering Designer .....	\$120.00
Traffic Engineering Designer .....	\$105.00
Traffic Senior ITS System Designer .....	\$175.00
Traffic ITS System Designer .....	\$130.00
Traffic CAD Designer .....	\$95.00
Traffic Senior Technician .....	\$120.00
Traffic Technician .....	\$75.00

Project Representative Services: Total costs for Project Representative Services shall not exceed an amount of \$ ~~39,900~~ 84,900 , to be paid proportionately to the level of completion of Project construction.

Miscellaneous Additional Services: Total costs for Miscellaneous Additional Services 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 Additional Services in excess of the maximum limitation amount(s) as set forth above.

### **C.2.3 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 \$ 2,000 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 \$ 9,700. 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. **Transportation, Lodging, and Subsistence.** Expense of transportation when traveling out of state in connection with the Project will be reimbursed at the actual cost of transportation (Coach Class) plus actual cost of lodging and subsistence; provided such cost of lodging and subsistence shall not exceed the amount authorized in Federal Travel Regulations ("FTR"), Chapters 300-304, in effect on the date of this Contract and as subsequently amended. The total cost of transportation, lodging and subsistence for this Project shall not exceed \$ 0.00.

**EXHIBIT A.3**  
**BASIC SERVICES – PHASE 3**

**Contract for Professional Services with Cowan Group Engineering, LLC.**  
**Project No. OCAT WRWA 1904**  
**“Rehabilitate Terminal Access Roadways – Phase 3”**  
**Will Rogers World Airport**

Project will be located at Will Rogers World Airport

Project Description: Phase 3 of the Project includes concrete and asphalt pavement, drainage, irrigation, landscape, and traffic intersection signage and controls along Terminal Drive from the existing parking lot exit plaza, proceeding northward to the intersection with Amelia Earhart Lane, including parts of Amelia Earhart Lane as necessary and repair/replacement of the intersection itself.

**SCOPE OF SERVICES**

Cowan Group Engineering, LLC. shall provide the following services to Client for the Project:

**Preliminary Report Services – Task 1**

TBD

**Final Plan Services – Task 2**

The basic scope of services for the Final Plan Services – Task 2 includes engineering design services and preparation of construction drawings for Phase 3 of the Project. Below is a detailed summary of the task items:

Preliminary Design

TBD

Final Design

TBD

**Bidding Services – Task 3**

TBD

**Construction Administration Services – Task 4**

TBD

**As-Built Drawing Services – Task 5**

Prepare record drawings (as required).



### **Additional Services**

Total costs for Miscellaneous Additional Services to provide conceptual design for Terminal Drive (inbound and outbound), Amelia Earhart Drive and subject intersection including roadway realignment, intersection layouts, traffic flow, landscape concepts, and probably construction cost estimates.

### **Reimbursable Expenses**

TBD

**EXHIBIT B.3**  
**ADDITIONAL SERVICES – PHASE 3**

**Contract for Professional Services with Cowan Group Engineering, LLC.**  
**Project No. OCAT WRWA 1904**  
**“Rehabilitate Terminal Access Roadways – Phase 3”**  
**Will Rogers World Airport**

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:

3. **Project Representative Services.** Commencing at such time as any construction work begins for the Project contemplated herein, when directed by the Director of Airports to provide these services, the Consultant will select, designate, and be wholly responsible to perform Project observation of construction with qualified representatives furnished by the Consultant. Said Project Representatives are to be approved as to qualifications by the Director of Airports to observe and monitor the actual work performed and materials used by the Construction Contractor. Copies of the Project Representative's reports will be furnished to the Trust. The Trust reserves the right to visit and observe construction at any time. This, however, will not relieve the Consultant of the prime responsibility for the observation of construction. The duties, responsibilities and limitations of the authority of the Project Representatives to be accomplished hereunder will be performed in accordance with the Suggested Listing of Duties, Responsibilities and Limitations of Authority of Resident Project Representative (EJCDC 1910-1-A, 1983 Edition) and as further described in Exhibit D herein; and it is further understood and agreed that the provisions set forth in said Listing (EJCDC 1910-1-A, 1983 Edition) are hereby incorporated and made a part hereof by reference as though fully set forth herein.
4. **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.

**EXHIBIT C.3**  
**COMPENSATION – PHASE 3**

**Contract for Professional Services with Cowan Group Engineering, LLC.**  
**Project No. OCAT WRWA 1904**  
**“Rehabilitate Terminal Access Roadways – Phase 3”**  
**Will Rogers World Airport**

Under the terms of this Contract, the Consultant agrees to perform the work and services described in this Contract. The Project’s preliminary estimated construction cost for Phase 3 is \$ TBD. The Trust agrees, in accordance with the limitations and conditions set forth in the Contract, to pay the Consultant an amount not to exceed \$ ~~50,000~~ 5000 (\_\_\_\_%) of the preliminary estimated construction cost), which includes: for Basic Services, an amount not to exceed \$ 0.00; for Additional Services, an amount not to exceed \$ ~~50,000~~ 5000; and for Reimbursable Expenses, an amount not to exceed \$ 0.00; all of which are specifically set forth in this Exhibit C.

**C.3.1 Basic Services**

Compensation for Basic Services may not exceed a cumulative total of \$ 0.00, and in no event may the Consultant receive compensation in excess of the amount listed for each task for performance of its Basic Services.

The Consultant may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

Task 1 an amount not to exceed:  
\$ TBD (\_\_\_\_%)

Completion and acceptance by the Director of Airports of the Preliminary Report for the Project.

Task 2 an additional amount not to exceed:  
\$ TBD (\_\_\_\_%)

Completion and acceptance by the Trust of the final plans and specifications for the Project.

Task 3 an amount not to exceed:  
\$ TBD (\_\_\_\_%)

Award of the construction contract to the successful Bidder.

Task 4 an amount not to exceed:  
\$ TBD (\_\_\_\_%)

Upon completion and final acceptance by the Trust of the completed Project. Said amount is to be paid proportionately to the level of completion of Project construction. The proportionate amount is to be consistent with the Construction Contractor’s percentage of completion.

Task 5 an amount not to exceed:  
\$ TBD (\_\_\_\_%)

Upon satisfactory completion and acceptance of the project as-built drawings.

### **C.3.2 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**

<b><u>CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
<i>Principal .....</i>	<i>\$300.00</i>
<i>Associate.....</i>	<i>\$271.00</i>
<i>Client Manager.....</i>	<i>\$248.00</i>
<i>Team Lead.....</i>	<i>\$237.00</i>
<i>Project Manager II.....</i>	<i>\$217.00</i>
<i>Project Manager I.....</i>	<i>\$208.00</i>
<i>Project Engineer III.....</i>	<i>\$201.00</i>
<i>Project Engineer II.....</i>	<i>\$185.00</i>
<i>Project Engineer I.....</i>	<i>\$172.00</i>
<i>Engineer Level II.....</i>	<i>\$159.00</i>
<i>Engineer Level I.....</i>	<i>\$147.00</i>
<i>Engineering Technician IV.....</i>	<i>\$165.00</i>
<i>Engineering Technician III.....</i>	<i>\$155.00</i>
<i>Engineering Technician II.....</i>	<i>\$140.00</i>
<i>Engineering Technician I.....</i>	<i>\$126.00</i>
<i>CAD Technician I.....</i>	<i>\$102.00</i>
<i>GIS Technician I.....</i>	<i>\$88.00</i>
<i>Survey Manager.....</i>	<i>\$215.00</i>
<i>Professional Land Surveyor II.....</i>	<i>\$197.00</i>
<i>Professional Land Surveyor I.....</i>	<i>\$172.00</i>
<i>Survey Field Manager.....</i>	<i>\$155.00</i>
<i>Survey Crew - Scanner.....</i>	<i>\$334.00</i>
<i>Survey Technician III.....</i>	<i>\$165.00</i>
<i>Survey Technician II.....</i>	<i>\$155.00</i>
<i>Survey Technician I.....</i>	<i>\$88.00</i>
<i>CAD Technician III.....</i>	<i>\$123.00</i>
<i>CAD Technician II.....</i>	<i>\$112.00</i>
<i>CAD Technician I.....</i>	<i>\$102.00</i>
<i>Construction Manager.....</i>	<i>\$177.00</i>
<i>Construction Services Administrator.....</i>	<i>\$167.00</i>
<i>Resident Project Representative III.....</i>	<i>\$143.00</i>
<i>Resident Project Representative II.....</i>	<i>\$133.00</i>
<i>Resident Project Representative I.....</i>	<i>\$122.00</i>
<i>Administrative.....</i>	<i>\$126.00</i>
<i>Clerical.....</i>	<i>\$90.00</i>

<i>Intern</i> .....	\$61.00
Sr. Principal Landscape Architect .....	\$175.00
Principal / Sr. Landscape Architect .....	\$150.00
Staff Landscape Designer .....	\$135.00
Traffic Principal .....	\$275.00
Traffic Senior Project Manager .....	\$220.00
Traffic Project Manager .....	\$175.00
Traffic Senior Engineer .....	\$160.00
Traffic Project Engineer .....	\$140.00
Traffic Sr. Engineering Designer .....	\$120.00
Traffic Engineering Designer .....	\$105.00
Traffic Senior ITS System Designer .....	\$175.00
Traffic ITS System Designer .....	\$130.00
Traffic CAD Designer .....	\$95.00
Traffic Senior Technician .....	\$120.00
Traffic Technician .....	\$75.00

Project Representative Services: Total costs for Project Representative Services shall not exceed an amount of \$ 0.00, to be paid proportionately to the level of completion of Project construction.

Miscellaneous Additional Services: Total costs for Miscellaneous Additional Services to provide conceptual design for Terminal Drive (inbound and outbound), Amelia Earhart Drive and subject intersection including roadway realignment, intersection layouts, traffic flow, landscape concepts, and probably construction cost estimates, shall not exceed an amount of ~~\$50,000~~ \$5,000. 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.

### **C.3.3 Reimbursable Expenses**

4. **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.
5. **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.
6. **Transportation, Lodging, and Subsistence.** Expense of transportation when traveling out of state in connection with the Project will be reimbursed at the actual cost of transportation (Coach Class) plus actual cost of lodging and subsistence; provided such cost of lodging and subsistence shall not exceed the amount authorized in Federal Travel Regulations ("FTR"), Chapters 300-304, in effect on the date of this Contract and as subsequently amended. The total cost of transportation, lodging and subsistence for this Project shall not exceed \$ 0.00 .