

**CONTRACT**  
**FOR PROFESSIONAL SERVICES**



**PROJECT No. OCAT GEN 2416**

**“MULTI-YEAR PROFESSIONAL SERVICES”**  
**FOR**  
**ON-CALL PLANNING, ENVIRONMENTAL, ENGINEERING AND DESIGN SERVICES**  
**FOR**  
**OCAT, FEDERAL, OR STATE FUNDED CIP PROJECTS**

**WILL ROGERS WORLD AIRPORT – INCLUDING MMAC, WILEY POST AIRPORT, AND**  
**CLARENCE E. PAGE AIRPORT**



**WILL ROGERS WORLD AIRPORT**  
OKLAHOMA CITY



H.W. Lochner, Inc

1.	Definitions .....	2
2.	General Scope of Services .....	3
3.	Basic Services .....	4
4.	Additional Services .....	12
5.	No Extra Work .....	13
6.	Term .....	13
7.	Compensation .....	13
8.	Payments .....	13
9.	Work Schedule .....	14
10.	Indemnity .....	14
11.	Insurance .....	15
12.	Notices .....	17
13.	Stop Work .....	17
14.	Compliance with Laws, Ordinances, Specifications and Regulations .....	17
15.	Records and Accounts .....	17
16.	Reporting to the Trust .....	18
17.	Prohibition against Collusion .....	18
18.	Sub-consultant, Subcontractor or Employee Conflict of Interest .....	18
19.	Ownership of Documents .....	18
20.	Standard of Care .....	19
21.	Bids Exceeding Design Budget .....	19
22.	Design Corrections .....	19
23.	Notice of Design Limitations .....	19
24.	Hazardous Materials .....	19
25.	Subconsultants .....	19
26.	Nondiscrimination .....	20
27.	Disadvantaged Business Enterprise (DBE) Contract Goal .....	20
28.	Airport Improvement Program (AIP) Compliance .....	20
29.	Federal Aviation Administration (FAA) Subordination Clause .....	21
30.	Assignment .....	21
31.	Termination for Cause .....	21
32.	Termination for Convenience .....	23
33.	Time Is of the Essence .....	23
34.	No Damage for Delay .....	23
35.	Severability .....	23
36.	Entire Agreement .....	23
37.	Amendment .....	23
38.	Execution in Counterparts .....	24
39.	Descriptive Headings .....	24
40.	Construction and Enforcement .....	24
41.	Survival of Representations .....	24
42.	Parties Bound .....	24
43.	Venue of Actions .....	24
44.	Effective Date .....	24
45.	Signature Page .....	25
EXHIBIT A	Compensation .....	A1-A3
EXHIBIT B	Additional Services .....	B1
EXHIBIT C	Duties of Resident Project Representative .....	C1-C5
EXHIBIT D	Anti/Non-Collusion Affidavit .....	D1
EXHIBIT E	Nondiscrimination Certificate .....	E1
EXHIBIT F	Certification Regarding Tax Delinquency and Felony Convictions .....	F1
EXHIBIT G	Certificate of Insurance .....	G1-G2
EXHIBIT H	.....	H1-H21

## **CONTRACT FOR PROFESSIONAL SERVICES**

---

This Contract for Professional Services ("Contract") is entered into by and between the Trustees of the Oklahoma City Airport Trust ("Trust"), a public trust whose sole beneficiary is The City of Oklahoma City ("City"), and H.W. Lochner, Inc ("Consultant"), a Corporation having authority to transact business in Oklahoma.

### **WITNESSETH:**

**WHEREAS**, the Trust requires professional architectural and engineering services to assist with the construction of certain improvements to airport facilities at Will Rogers World Airport, Wiley Post Airport, Clarence E. Page Airport ("Airport"), identified as:

**PROJECT NO. OCAT GEN 2416  
MULTI-YEAR PROFESSIONAL SERVICES  
FOR  
OCAT, FEDERAL, OR STATE FUNDED CIP PROJECTS  
WILL ROGERS WORLD AIRPORT, WILEY POST AIRPORT, CLARENCE E. PAGE AIRPORT**

hereinafter referred to as the "Project"; and

**WHEREAS**, the Trust desires to engage the services of the Consultant to provide professional project programming, cost estimating, budget development, design studies, preliminary and final designs, construction related services, and all other architectural and engineering services as identified in the Notice to Architects, Engineers and Planners for AT-0076 (hereinafter "Contract") and

**WHEREAS**, the Consultant will provide professional services for projects as required by the Trust in accordance with this Contract. A detailed scope of services and fee proposal will be authorized by Trust through a separate Resolution, which will require Trust approval; and

**WHEREAS**, the Consultant has been selected under the standards adopted and the procedures prescribed by the Resolution of the City 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 total compensation for all professional services under this Contract shall not exceed \$750,000 for any one project,

**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. Additional Services

Shall mean Project-related services as enumerated in Exhibit B attached hereto and incorporated herein, which are not included as Basic Services.

### B. Airports

Shall mean the Department of Airports.

### C. Architectural/Engineering Services

Those professional services associated with research, development, design and construction, alteration, and/or repair of real property and improvements thereon, 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, assemble operating and maintenance manuals, site visits and other related services.

#### D. Bidding Documents

Those documents required to construct, renovate and/or modernize the project, including but not limited to standard provisions, special provisions, drawings, plans and specifications.

### E. Contractor

The company(ies) and/or individual(s) which are contracted by the Trust to build or supply materials for a project or other related project requirements.

### F. Estimated Construction Cost

An estimated amount for the construction cost of a project at the time the project is advertised for bid.

### G. Parties

### The Trust and the Consultant.

H. *Trust Representative*

A representative designated by the Director of Airports who is responsible for managing design and construction projects for the Oklahoma City Airport Trust.

I. *Contract Year*

A contract year is a one-year period that begins on the Effective Date and ends on the day prior to that date one-year later.

2. **General Scope of Services.** The Consultant is hereby engaged and employed by the Trust to perform, in accordance with good architectural/engineering practices and in the best interest of the Trust, the professional services described herein and in separate purchase order agreements referencing this contract, subject to the following:

- A. Provision of said services shall be at the Trust's sole discretion and shall be on an identified project-by-project basis for specific tasks. All services performed hereunder shall be initiated by the issuance of a purchase order by the Director of Airports or his designated representative, which may require Trust approval, and shall be consistent with Exhibit A, compensation.
- B. Provision of said services requires that the Consultant maintain, at all times, professional architect/engineering consulting services capabilities in the areas of Airport CIP including, among other miscellaneous work, pavement, drainage, utilities, lighting, NAVAIDS, planning, and site development with small tee or box hangar improvements. In the event that these professional disciplines are not available 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.
- C. Nothing in this Contract shall preclude the rights of the Trust, in its sole discretion, to solicit services from other consultants or engineers for work to be accomplished for the Trust, or to do work with Trust or City of Oklahoma City resources and equipment.
- D. Consultants under this Contract will not be precluded from competing on future projects for the Trust based solely on being a party to this Contract.
- E. Before a written proposal will be considered for approval through a purchase order issued by the Director of Airports, the Consultant shall provide a detailed 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.

- F. When engaged on Additional Work, the Consultant shall maintain detailed records of actual hours worked on each purchase order performed by the Consultant and/or other Professionals. Maintenance of these records are required for accounting and billing purposes.
  - G. 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.
3. **Basic Services.** Upon receipt of a purchase order agreement referencing this Contract the Consultant shall, in accordance with good architectural/engineering practices and in the best interest of the Trust, perform the professional services described herein as required by Trust:
- A. General Planning, Programming, and Consulting Services – Task 1
- (1) Consultant shall provide technical expertise in the evaluation of project scope, priorities, scheduling, cost estimating, planning, and programming to identify projects and funding requirements.
  - (2) Consultant shall provide data to aid in the decision-making process related to Trust or federal grant funding of capital projects and shall develop detailed CADD and GIS mapping of specific projects with reports for airport staff. Services will be required through a purchase order agreement for general evaluation, programing, and early preliminary design which may include, for new standalone facilities, geotechnical investigations and surveying to aid in the development of project scopes and cost estimates to identify infrastructure maintenance and development requirements. The work may include follow-on project design and construction phase services for any projects identified under a total consulting fee of \$750,000.
  - (3) Consultant shall maintain full-service capabilities by appropriately licensed or certified individuals, whether by direct employ, partnership, or sub-contract, in the areas of planning, environmental, airport CIP including, among other miscellaneous work, pavement, drainage, utilities, lighting, NAVAIDS, site development with small tee or box hangar improvements, and specialized areas requested such as, cost estimating, and support staff including CADD and GIS technicians and technical writers.

B. Preliminary Report Services - Task 2.

- (1) Meet and coordinate with Airport staff, Airport users, and Federal Aviation Administration (“FAA”) representatives when necessary to obtain design guidance and an understanding of project priorities.
- (2) Prepare and make all necessary preliminary data gathering surveys required for the development of plans, drawings, and specifications. The preliminary investigation shall include, for new sites, a topographical survey of the site, layout of any existing, proposed, and/or recommended sanitary sewers, water lines, storm sewers, all other underground obstructions, street improvements, site drainage and detention as appropriate, any and/or all of which might affect the construction of the project. The Trust Representative will approve the preliminary general plans and specifications.
- (3) Identify and coordinate all requirements for geotechnical investigation and procure all geotechnical services related thereto, including, but not limited to, sampling, test boring, subsurface explorations, analysis and other investigations required for determining conditions and geotechnical recommendations for foundations and paving design. Identify and coordinate sampling and analysis of water and other substances as appropriate. Consultant will be responsible for any costs for such design related geotechnical engineering services.
- (4) Participate in any conferences with the Trust and all other interested parties (inclusive of preliminary sequence of construction meetings and design review conference(s) with Airports staff, tenants, and other parties when requested by the Director).
- (5) The Consultant will be solely responsible for the quality and accuracy of the design work and for preparation of Contract Documents and/or Project Manuals. The Consultant will establish a Quality Assurance Program (“QAP”) for the Project.
  - (a) When requested by the Director, the Consultant will provide, prior to start of work covered by this section, a summary report on the qualifications and capability of each professional performing the design of each major discipline including any subconsultants. Thereafter, the Consultant will provide a summary report of the review of basic design and Contract Documents, and of project construction at appropriate stages during the progress of the construction. The QAP reports shall be submitted with each submittal of design and Contract documents and after completion of principal categories of facility construction or rehabilitation.

(b) The QAP will include the following elements:

- i. A program design and construction schedule of all tasks with QAP review time.
- ii. Periodic project meetings and reviews of design with the Trust representative.
- iii. Periodic cost estimates and evaluations.
- iv. In-house periodic reviews.
- v. Senior management review of preliminary and final design.
- vi. Periodic construction meetings and reviews.
- vii. Periodic or weekly construction progress meetings and reviews with the Trust representative.

- (6) Prepare an architectural/engineering report with preliminary plans on the project, in sufficient detail to indicate generally the problems involved and the proposed corrective measures, and to cover the total construction work by phases and recommend to the Trust the order of construction and completion of each phase of construction.
- (7) Prepare a cost estimate for all architectural/engineering fees in connection with any tasked project.
- (8) Furnish the Trust three (3) hard copies, one (1) PDF copy, and an electronic copy of the Preliminary Report at no additional cost to the Trust. The cost of any additional copies of Preliminary Reports as the Trust may require will be reimbursed at the actual cost thereof.

C. Final Plan Services - Task 3.

- (1) Meet with the Trust or its representatives at any time requested for consultation or conference.
- (2) After approval of the Preliminary Report, the Consultant shall proceed as directed in writing by the Director of Airports to prepare detailed plans and specifications, using, wherever applicable, Trust or City standards, details and specifications for such work. The Consultant shall complete said plans and specifications for submission to the Trust for its approval.
- (3) Prepare and furnish the Trust all final plans and specifications, all necessary forms for construction proposals and advertisements for Bids, subject to approval of the Trust, employing, wherever applicable, standard Trust forms, in completed form.



- (a) Scale for plans, details, and any profile sheets for required utilities for preliminary and final plans shall be approved by the Trust Representative prior to preparation of plans.
  - (b) Aerial photographs will not be permitted for plan and profile sheets of the final construction plans.
  - (c) The Consultant shall indicate on final plans, or plan and profiles sheets, profiles all water lines, sanitary sewer lines, gas lines, oil lines, telephone conduits and all other underground obstructions, which might affect the construction of the project.
- (4) The Consultant shall consult with representatives of the Trust, the City of Oklahoma City, and any involved utility companies to the extent necessary to determine availability of services, future development plans, and permits required for project review and approvals. Further, the Consultant shall be responsible for determining and for notifying the following utility companies, agencies, organizations, or other agencies at such time any work designed or supervised by the Consultant is to be performed at all properties included in this Contract which would affect the following utility companies or other agencies:
- (a) Trust Electrical and Natural Gas Distribution Systems
  - (b) Oklahoma One-Call Center (formerly Call-OKIE)
  - (c) Oklahoma Gas and Electric Company
  - (d) Oklahoma Natural Gas Company
  - (e) SBC Oklahoma
  - (f) City of Oklahoma City (Water and Sewer Services)
  - (g) The owner(s) of all petroleum or gas pipelines located on Airport
  - (h) FAA Airway Facilities Office
  - (i) Tenant owned/operated communications
  - (j) Cox Communications
  - (k) Chickasaw Telecommunications Services, Inc., and its affiliates
  - (l) AT&T

In this regard, the Consultant shall furnish one copy of preliminary or final plans and specifications, as required, to any affected utility company or other agency to coordinate review, approval, permitting, construction, utility service connections, utility relocation, or street crossing.

- (5) Should it be necessary to extend or relocate public utilities owned by the City of Oklahoma City or another City trust, the Consultant shall coordinate such repair/extensions with the appropriate entity and prepare plans and specifications for the work in accordance with the requirements of the City of Oklahoma City and/or its trusts.

- (6) The Consultant shall determine contract requirements prior to preparation of plans and specifications or project manuals and make any necessary corrections resulting from review(s) by the Trust, Director of Airports, and/or Director's representatives.
- (7) The Consultant agrees to make any necessary corrections to the designs, drawings, specifications, or other documents, work, or services furnished at no additional cost to the Trust when such documents or services contain any errors, deficiencies, or inadequacies caused by the Consultant. The Consultant further agrees to be liable for any damages caused by its negligence and/or the negligent failure to timely discover and/or make such necessary corrections. The Consultant is not relieved of liability for design errors, deficiencies, or inadequacies undiscovered by the Trust upon its review or inspection, nor is the Consultant relieved from liability for the Trust's lack of review or inspection of said documents.
- (8) Upon completion of 95% final plans, the Consultant will submit four (4) sets of "check print" sets to the Director's designated representative for review by appropriate departments/divisions. Upon completion of the "check print" reviews, the Consultant shall revise the plans accordingly. The Director or his designated representative shall resolve any conflicts in comments. Upon completion of corrections, the Consultant will then submit two (2) final plan check sets (along with the annotated "check print" copies) for a "final" review by the Director and his designated representative(s).
- (9) For projects requiring construction permits issued by the City of Oklahoma City for Trust projects, the Consultant shall submit final plans to the City.
- (10) The Consultant shall provide a revised construction cost estimate with each design submittal.
- (11) The Consultant shall cooperate with the Director or his designated representative to provide all documents in their appropriate format to meet the requirements of the Trust's electronic bidding process.
- (12) The Consultant will immediately advise the Director or his designated representative any time the Consultant believes that the project being designed will exceed, or is likely to exceed, the allocated cost for construction.
- (13) Final design shall include the establishment of any required horizontal or vertical alignment control points including any needed benchmark within 300 feet to any portion of a project.

D. Bidding Services - Task 4.

- (1) Meet with the Trust or its representatives at any time requested for consultation or conference, as directed in writing by the Director of Airports. In this connection, the Consultant shall hold at least one (1) pre-bid conference with prospective bidders.
- (2) Answer all Trust and bidders' questions regarding the bidding of the project and, upon approval by the Director of Airports, prepare an electronic copy of all addendums for distribution. The Consultant shall update the cost estimate, if necessary, as a result of any issued addenda.
- (3) The Trust will receive the bids (electronically on Periscope) and the Consultant will receive a copy of the bids from the Trust. The Consultant will review and evaluate the bids and will make recommendations to the Trust for an award. The Consultant shall assist, review, and make recommendations to the Trust on all construction contract issues.
- (4) Assist in securing the necessary contract, bonds, and insurance from the successful bidder as necessary in order to prepare the recommendation of award to the Trust.

E. Construction Administration Services - Task 5.

- (1) The Consultant shall provide administration of the construction contract during construction and until final payment is made to the Contractor. The Consultant will have the authority to act on behalf of the Trust only to the extent provided in this Contract, unless otherwise modified by written instrument.
- (2) Meet with the Trust or its representatives at any time requested for consultation or conference as directed in writing by the Director of Airports.
- (3) Coordinate pre-work conferences for the Contractor, the Trust, and all other interested parties. The Trust will issue all work orders for the project.
- (4) Establish permanent horizontal and vertical alignment control points throughout the entire project limits from which the Contractor shall set its control for construction. Provide a permanent benchmark within two hundred (200) feet of the proposed construction. All surveys and control points shall be tied to the City's GIS control network and datum. Construction staking is to be performed by the Contractor. The Consultant will periodically review the Contractor's construction staking survey field notes and the actual staking to verify it is in accordance with the Bidding Documents.

- (5) Provide interpretation of the plans and specifications in accordance with the intent of the Bidding Documents. Such interpretations shall be made upon request of the Trust and its representatives or the Contractor, to safeguard the Trust against defects and deficiencies in the construction. When making such interpretations and decisions, the Consultant will endeavor to secure faithful performance by the Contractor. The Consultant does not guarantee the performance of the contract by the Contractor, nor is it responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for a Contractor's failure to carry out the work in accordance with the Bidding Documents.
- (6) Perform coordination of the work of inspection bureaus and laboratories selected by the Trust for the inspection and testing of construction materials. Receive reports and recommend approval or rejection of the materials based upon reports made by such laboratories or bureaus. The costs of all such tests and inspection by laboratories or bureaus will be paid by the Trust under separate contract.
- (7) Review and recommend approval of testing laboratory claim vouchers.
- (8) The Consultant shall visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work. The Consultant will further determine, in general, if the work is being performed in a manner indicating that the work, when completed, shall be in accordance with the Bidding Documents. The Consultant is required to make regular on-site inspections, but not exhaustive or continuous inspections, to check quality and quantity of the work. The Consultant will keep the Trust informed of progress of the work and will endeavor to guard the Trust against defects and deficiencies of the work.
- (9) Communicate to Contractor the Trust pay claim schedule for submission of all pay claims with all necessary information, including but not limited to the quantity of work performed in order to determine monthly estimates, to be reviewed (**within seven (7) calendar days of receipt from the Contractor**) for payments to be made to the Contractor during the progress of the work and upon completion of any and all work.
- (10) Communicate to Contractor the Trust schedule for review of the Contractor's final request for payment (**within fourteen (14) calendar days of receipt from the Contractor**) and certify that, to the best of its knowledge and industry standards, the completed work conforms to plans and specifications.
- (11) Prepare and keep a record of the work performed by any contractor on this project and file with the Trust a monthly progress report covering the work

performed by the contractor(s). The progress report shall be attached to the Contractor's claim for partial or monthly payment.

- (12) Except as otherwise provided in this contract, communications with the Consultant's subconsultants will be through the Consultant. Communications with the Contractor's subcontractors and material suppliers will be through the Contractor. Communications with other Trust contractors will be through the Trust. The Consultant shall be available at all times for the purpose of communication.
- (13) The Consultant shall recommend to the Director of Airports rejection of work that does not conform to the Bidding Documents. At any time during construction, the Consultant may be given the authority to require additional inspection or testing of the work by the Director of Airports.
- (14) The Consultant shall review for conformance with Bidding Documents and approve or take other appropriate action upon the Contractor's submittals, such as shop drawings, product data and samples. The Consultant's review of submittals will be promptly completed, but no longer than fourteen (14) calendar days from receipt of submittals. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Bidding Documents. The Consultant's review of the Contractor's submittals will not relieve the Contractor of its contractual obligation to the Trust as required by the Bidding Documents. The Consultant's review of the Contractor's submittals will not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- (15) The Consultant shall reply to the Contractor's requests for information, prepare clarification drawings, prepare change orders, field orders, amendments, field changes and construction change directives. The Consultant may recommend minor changes in the work, not inconsistent with the intent of the Bidding Documents. Such recommended changes shall be made by written order approved by the Director of Airports and shall be binding upon the Contractor.
- (16) The Consultant shall conduct observations and inspections as required to determine the quality of work to be accepted and the date or dates of final completion and acceptance. The Consultant shall receive and forward to the Trust all written warranties and any related documents required by the Bidding Documents and assembled by the Contractor. The Consultant will recommend approval of the Contractor's final certificate of payment upon

completion of the work and compliance with the requirements of the Bidding Documents.

- (17) The Consultant will review any reports furnished by the Trust to evaluate and determine compliance with the Bidding Documents. Significant variations between reported conditions and the Bidding Documents shall be verified by the Consultant and resolved with the Contractor and the Trust. The Consultant's duty to review reports and initiate remedial action shall not extend to the Contractor's construction means, methods, techniques, sequencing or procedures or for safety precautions and programs in connection with the work.
- (18) The Consultant shall maintain a record log of all documents it receives, creates, or transmits during the construction of the project. The log shall include time requirements of responses if needed.

F. As-Built Drawing Services - Task 6.

- (1) Upon termination or completion of this Contract, the Consultant shall, at its expense, correct the original drawings (show all as-built changes based on information from as-built field surveys) reflecting the actual construction of the project and shall furnish the Trust, without expense, electronic files on CD ROM or flash drive in the latest AutoCAD version 10.0 format compatible with the Trust's current software, a PDF file in color, and a printed copy in color. All written comments, changes or other markings on the final drawings must be highlighted in **RED** color.
- (2) Upon termination or completion of this Contract, the Consultant shall also furnish the Trust, without cost to the Trust, all basic calculations used in the design of any structures and original field notes for any land surveys, at which time Consultant shall receive the retained portion of its fee as provided in Exhibit A of this Contract.
- (3) The Consultant shall submit GPS permanent benchmark with as-built drawings.
- (4) For all building/facility projects, the Consultant shall provide to the Trust an Operations and Maintenance (O&M) Manual (three copies) covering all systems and equipment constructed, installed, or remodeled as a part of the construction project.

- 4. **Additional Services.** Additional Services, like Basic 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 in separate purchase order agreements per project. Any Additional Services performed pursuant to the above written direction shall be paid in accordance with the Compensation and Payments section of this Contract.

5. **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.
6. **Term.** The term of this Contract shall be for three (3) years commencing on August 22, 2024 following approval by the Trust. This Contract is subject to renewal for a maximum of two (2) one-year periods upon terms mutually agreeable to both parties. In the event a subsequent renewal has not been signed prior to the expiration date, this Contract is automatically extended month by month for up to a maximum of six (6) months from the date of expiration.
7. **Compensation.** Compensation for the Consultant's services shall be as set forth in Exhibit A attached hereto and incorporated herein and in separate purchase order agreements, per project. Purchase order agreements may require Trust approval. The total compensation for all professional services under this Contract shall not exceed \$750,000 for any one individual project.
8. **Payments.**
  - A. Payment of claims for incremental work completed on each task may be submitted. Invoices for the amount and value of the work and services performed by the Consultant shall be submitted monthly to the Trust and shall meet the standards of quality as established under this Contract. The invoices shall be prepared and submitted by the Consultant and be accompanied by all supporting data required by the Trust. Payment of any invoice for any work or services is not deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of the Trust or any obligation of the Consultant should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract. Other professional consultants or services engaged by the Consultant shall be billed to the Trust by the Consultant at the actual cost thereof.
  - B. The Consultant shall present invoices with properly executed claim vouchers to the Trust for compensation and payment. The Trust will review the invoice and claim voucher for payment. Should the Trust question or request additional documentation or disapprove all or a portion of any invoice, the Consultant will be notified so that it may provide additional documentation sufficient to demonstrate the invoice and claim should be paid, in whole or in part; provided, however, no invoices or claims shall be paid the aggregate of which are in excess of any not to exceed amounts or limitations established in this Contract or in individual purchase order agreements per project, except as may be modified by written agreement between the Trust and the Consultant.
  - C. The Consultant shall reference work descriptions, project title, project number or purchase order number, and airport location on all reimbursement claims, claim

support documents, and correspondence. Invoices and applications for payment must be submitted within sixty (60) calendar days of the completion of the invoiced work. Executed and notarized Uniform Claim Voucher affidavit forms must accompany each pay claim. Invoices and affidavits must be addressed to the "Oklahoma City Airport Trust" and received by the monthly Trust deadline. All signatures, notaries, and seals must be legible on electronic claim forms. Late claims will be held until the next available Trust meeting for processing. Reimbursement claims shall include all backup documentation. Electronic or photocopied claims are acceptable, but must be sent to the Accounts Payable email at [airportsinvoices@okc.gov](mailto:airportsinvoices@okc.gov) for official submission.

D. Final payment shall not be deemed to waive any rights or obligations of the parties to this Contract.

9. **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 requested services within the schedule provided in a separate purchase order agreement authorizing the services. For either Planning and Programming Studies, Preliminary Reports/Plans or Final Plans and Specifications, the Trust will endeavor to review and return comments and/or corrections (if any) to the Consultant within thirty (30) calendar days from date of receipt of the documents from the Consultant. Subsequently, the Consultant shall return the corrected documents along with check print copies (if applicable) within thirty (30) calendar days from date of the Trust's transmittal letter directing corrections. 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.

10. **Indemnity.** To the fullest extent permitted by law, the 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 or persons and/or all claims, damages, suits, costs, expenses, liability, actions, demands, liens, fines, encumbrances, or proceedings (including all reasonable legal fees and expenses) 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 acts or omissions, negligence, misconduct, 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.

**11. Insurance.** Required insurance shall be carried and maintained throughout the term of this Contract, and Certificates of Insurance shall contain a provision by the insurer(s) to the effect that the policy(ies) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days' prior written notice to the Trust.

- A. During the term of the Contract, the Consultant shall provide, pay for, and maintain with companies satisfactory to the Trust, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the State of Oklahoma. All liability policies (except Workers' Compensation and Professional Liability policies) shall provide that The City of Oklahoma City and the Oklahoma City Airport Trust be named additional insured (including any actual policy endorsement numbers) without reservation or restriction, and in a manner consistent with the Consultant. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on the forms furnished by the Trust included in Exhibit G or such other forms approved by the Trust. The Certificate must be signed by the authorized representative of the insurance company(s) shown in the Certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be made available, at Consultant's offices, for review by the Trust unless otherwise requested to be produced on a timely basis. The required policies of insurance shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma. No less than thirty (30) days' prior written notice by registered or certified mail shall be given to the Trust of any cancellation, intent not to renew (except professional liability policies), or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Consultant shall immediately notify the Trust and shall make reasonable efforts to have the full amount of the limits appearing on the Certificate reinstated. If, at any time, the Trust requests a written statement from the insurance company(s) as to any impairment to the aggregate limit, the Consultant hereby agrees to promptly authorize and have delivered to the Trust such statement. The Consultant authorizes the Trust to confirm all information so furnished as to the Consultant's compliance with its bonds and insurance requirements with the Consultant's insurance agents, brokers, and surety and insurance carriers. All insurance coverage of the Consultant shall be primary to any insurance or self-insurance, or other insurance program carried by the Trust.

- B. No work or occupancy of the premises shall commence at the site unless and until the required certificates of insurance are provided and in effect and the written notice to proceed is issued to the Consultant by the Trust.
- C. The insurance coverage and limits required of the Consultant under this Contract are designed to meet the minimum requirements of the Trust and The City of Oklahoma City. Such coverage and limits are not designed as a recommended insurance program for the Consultant. The Consultant alone shall be responsible for the sufficiency of its own insurance program. Should the Consultant have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, the Consultant should seek professional assistance.
- D. The Consultant shall provide the Trust the following insurance:
- (1) Workers' Compensation Insurance and Employer's Liability Insurance. Consultant shall maintain during the term of the Agreement, 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 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 Consultant under the Agreement, whether such activities, omissions, and operations be by the Consultant, subconsultant, or by anyone employed by or acting for the benefit of the Consultant in conjunction with this Agreement 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 Consultant shall carry insurance covering owned, leased, hired, or other non-owned vehicles to be utilized by Consultant in the amounts prescribed by Oklahoma law
  - (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) Valuable Paper Insurance. Prior to beginning work, the Consultant will obtain and furnish current copies of certificates to the Trust for valuable

paper insurance in an amount sufficient to assure the restoration, in the event of their loss or destruction, of any field notes, tracings, or plans obtained or prepared as a part of this Contract and/or any field notes, tracings, or plans and reports furnished by the Trust for use in analyzing data for preparation of plans for this Contract, and to furnish and/or the return of same to the Trust upon completion and acceptance of the plans and specifications. This insurance shall be maintained in full force and effect during the life of this Contract.

12. **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: H.W. Lochner, Inc.  
6301 Waterford Blvd, Suite 310  
Oklahoma City, OK 73118  
Attn: Kirk Evans, PE – Vice President

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.

13. **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 paragraphs 10 and/or 11 of this Contract.
14. **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.
15. **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.

16. **Reporting to the Trust.** The Consultant shall report to the Trust on a regular monthly basis and on an as-needed basis.
17. **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 D, prior to the effective date of this Contract.
18. **Subconsultant, Contractor or Employee Conflict of Interest.** Any work performed by the Consultant's employees, subconsultants or contractors 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, subconsultants, or contractors 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.
19. **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.

20. **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.
21. **Bids Exceeding Design Budget.** When bids are received for any work on the Project, if it is shown by the bids that the cost of construction is greater than the amount of money allocated or estimated, then the Consultant will, if ordered by the Trust, revise its plans as directed by the Trust through the Director of Airports to bring the design of construction within the amount of money allocated or estimated. The Consultant shall make such a revision of plans at its own expense.
22. **Design Corrections.** The Consultant agrees to make any necessary corrections to the designs, drawings, specifications or other documents, work or services furnished, when such documents or services contain any errors, deficiencies or inadequacies caused by the Consultant, at no cost to the Trust. The Consultant further agrees to be liable for any damages caused by its negligence and/or the negligent failure to timely discover and/or make such necessary corrections. The Consultant is not relieved of liability for design errors, deficiencies or inadequacies undiscovered by the Trust upon its review or inspection, nor is the Consultant relieved from liability for the Trust's lack of review or inspection of said documents.
23. **Notice of Design Limitations.** The Consultant will immediately advise the Trust at any time it believes that the project being designed will exceed, or is likely to exceed, the allocated cost for construction as set forth in this Contract.
24. **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.
25. **Subconsultants.** 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 subconsultants or contractors 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 subconsultants or contractors.

26. **Nondiscrimination.** In connection with the performance of work and/or services under this Contract, the Consultant agrees as follows:
- A. The Consultant shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, 42 U. S. C. § 12101, et seq. The Consultant shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, 42 U. S. C. § 12101, et seq. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Consultant shall agree to post, in conspicuous places, available to employees and applicants for employment, notices provided by the City Clerk of the City of Oklahoma City setting forth provisions of § 25-41 of the Oklahoma City Municipal Code, 2010.
  - B. In the event of the Consultant's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the Trust. The Trust may declare the Consultant ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Consultant.
  - C. The Consultant agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract. The Consultant shall also execute the nondiscrimination certificate, attached and incorporated as Exhibit E, prior to the effective date of this Contract.
27. **DBE Contract Goal.** As a recipient of funding from the U. S. Department of Transportation ("DOT"), the Trust makes specific efforts to comply with the provisions of 49 CFR Part 26, "Participation by Disadvantaged Business Enterprise (DBE) in DOT Programs." Accordingly, as a sub-recipient of DOT funding, the Consultant will make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of Secretary of Transportation, to subcontract small Professional Consulting or Project Representative (Inspection) Firms owned and controlled by socially and economically disadvantaged individuals as described therein and in compliance with the Disadvantaged Business Enterprise ("DBE") Program established by the Trust. The specific DBE goal that may be assigned to any specific project or task under this contract will be identified in the purchase order agreement authorizing the work.
28. **Airport Improvement Program Compliance.** The Consultant agrees and certifies that it will comply with the provisions set forth in Exhibit "H" and with any project that is subject to the Federal Aviation Administration's Airport Improvement Grant assurances. When applicable, 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 contractor, 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 Exhibit "H" and other provisions of the Contract, the provisions of this Article and Exhibit "H" shall prevail. As required by the Federal Aviation Administration, the federal contract provisions attached hereto as Exhibit "H" are incorporated into this Agreement by this reference.

29. **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.
30. **Assignment.** This Contract is a personal and professional service agreement in which the Trust 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 31 subparagraph B.
31. **Termination for Cause.** Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;

2. Make adequate progress so as to endanger satisfactory performance of the project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.



32. **Termination for Convenience.** The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

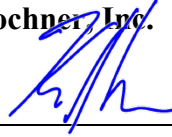
33. **Time Is of the Essence.** Both the Trust and the Consultant expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any 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.
34. **No Damage for Delay.** No payment, compensation, or adjustment of any kind (other than an approved extension of time) 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.
35. **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.
36. **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.
37. **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 [architectural or engineering] services in excess of the not to exceed total compensation, the Consultant may seek to amend this Contract.

38. **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.
39. **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.
40. **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.
41. **Survival of Representations.** All representations and covenants of the parties shall survive the expiration of the Contract.
42. **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.
43. **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.
44. **Effective Date.** The effective date of this Contract shall be the date of execution of this Contract by the Trust.

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed as of the dates hereinafter set forth.

**H.W. Lochner, Inc.**



\_\_\_\_\_  
Signature

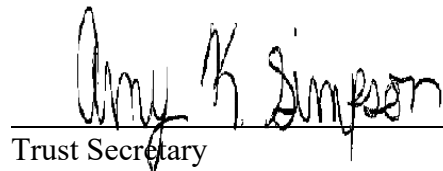
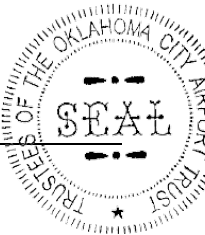
Director of Aviation

\_\_\_\_\_  
Title

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

**ATTEST:**

**OKLAHOMA CITY AIRPORT TRUST**

  
Trust Secretary  
Chairman

**REVIEWED** for form and legality.



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

**EXHIBIT A**  
**COMPENSATION**

**Contract for Professional Services with H.W. Lochner, Inc.**  
**Project No. OCAT GEN 2416**  
**“MULTI-YEAR PROFESSIONAL SERVICES”**  
**Will Rogers World Airport, Wiley Post Airport, Clarence E. Page Airport**

**A.1. Basic Services**

Under the terms of this contract, the Consultant agrees to perform the work and services described in this Contract as authorized by the Trust at its sole discretion and in a separate purchase order agreement, which may require Trust approval, for individual projects under this Contract. The purchase order will define the specific scope of work for the project and provide detail for the estimated construction cost and the breakdown of fees for Basic Services, Additional Services, and Reimbursable Expenses. The hourly rates included herein under A.2, Additional Services, shall be utilized as the basis for developing Basic Services lump sum fees for any purchase orders. The total compensation for all professional services under this Contract shall not exceed \$750,000 for any one project, inclusive of any Additional and Reimbursable Expenses.

**A.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 through a separate purchase order by the Director of Airports, which may require trust Approval. The approved hourly payroll rates for the classification of employees involved in work under this contract are as follows:

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

<b><u>CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Principal	\$ 326.03
Project Manager	\$ 307.40
Senior Design Engineer	\$ 304.29
Senior Structural Engineer	\$ 288.77
Senior Electrical Engineer	\$ 279.45
Assistant Project Manager	\$ 263.93
Senior Construction Observer	\$ 242.19
Senior Drafter/Designer	\$ 232.88

Airport Planner	\$	229.77
Design Engineer	\$	204.93
Construction Observer	\$	198.72
Senior Drainage Engineer	\$	189.41
Environmental Scientist	\$	186.30
Design Technician	\$	155.25
Administrative Assistant	\$	152.15
Structural Design Engineer	\$	142.83
Engineer Intern	\$	130.41
Drainage Engineer Intern	\$	111.78

### **A.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 3 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%) may be added to the cost of reproduction and printing.
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.
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 3, Subsection B, Paragraph (3) of the Contract. 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 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"), 41 CFR Parts 300-304, in effect on the date of this Contract and as subsequently amended.

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

**Contract for Professional Services with H.W. Lochner, Inc**  
**Project No. OCAT GEN 2416**  
**“MULTI-YEAR PROFESSIONAL SERVICES”**  
**Will Rogers World Airport, Wiley Post Airport, Clarence E. Page 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 a separate purchase order agreement, which may require Trust approval. 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 Representative(s) 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 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 authority of the Project Representative(s) to be accomplished hereunder will be performed in accordance with the suggested listing of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative set forth in Engineers Joint Contract Documents Committee (“EJCDC”) Document No. E-500 Exhibit D (2014 or latest edition), and as further described in Exhibit C herein; and it is further understood and agreed that the provisions set forth in said listing (EJCDC E-500 Exhibit D, 2014 or latest edition) are hereby incorporated and made a part hereof by reference as though fully set forth herein. In the event of a conflict between the EJCDC and Exhibit C to this Contract, Exhibit C to this Contract shall prevail.
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**  
**DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY  
OF THE RESIDENT PROJECT REPRESENTATIVE**

**Contract for Professional Services with H.W. Lochner, Inc.**  
**Project No. OCAT GEN 2416**  
**“MULTI-YEAR PROFESSIONAL SERVICES”**  
**Will Rogers World Airport, Wiley Post Airport, Clarence E. Page Airport**

**1. GENERAL**

The Consultant may employ a Resident Project Representative to act as directed by and under the supervision of the Consultant, and to confer with the Consultant regarding the Resident Project Representative's actions. The Resident Project Representative's dealings in matters pertaining to the on-site work shall in general be only with the Consultant, Contractor, and other contractor(s), keeping the Trust advised as necessary, and dealings with subcontractors will only be through or with the full knowledge of the Contractor(s). Written communications with the Trust will be only through or as directed by the Consultant.

**2. DUTIES AND RESPONSIBILITIES**

Resident Project Representative will:

- A. **Schedules.** Review the progress schedule, schedule of shop drawing submission and schedule of values prepared by the Contractor(s) and consult with the Consultant concerning their acceptability.
- B. **Conferences.** Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Consultant and notify in advance those expected to attend. Attend meetings and maintain and circulate copies of minutes thereof.
- C. **Liaison.**
  - (1) Serve as the Consultant's liaison with the Contractor's superintendent(s) and assist him in understanding the intent of the Contract Documents. Serve as the Consultant's and Trust's liaison with the Contractor and contractor(s) when the Contractor and contractor's operations affect the Trust's on-site operations.
  - (2) As requested by the Consultant, assist in obtaining from the Trust additional details or information, when requested at the job site for proper execution of the work.



D. **Shop Drawings and Samples.**

- (1) Receive and record date of receipt of Shop Drawings and samples, receive samples, which are furnished at the site by the Contractors and other contractor(s), and notify the Consultant of their availability for examination.
- (2) Advise the Consultant, Contractor and other contractor(s) or its superintendent immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submittal has not been approved by the Consultant.

E. **Review of Work, Rejection of Defective Work, Inspection and Tests.**

- (1) Conduct on-site observations of the work in progress to assist the Consultant in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
- (2) Report to the Consultant whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; advise the Consultant when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (3) Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to the Consultant appropriate details relative to the test procedures and start-ups.
- (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to the Consultant.

F. **Interpretation of Contract Documents.** Transmit to Contractor and any other contractor(s) the Consultant's clarifications of the Contract Documents.

G. **Modifications.** Consider and evaluate Contractor and any other contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Consultant.

H. **Records.**

- (1) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract Documents, progress reports, and other project-related documents.
- (2) Keep a daily diary or logbook, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Consultant.
- (3) Maintain on a current basis a set of project drawings marked to show the work as actually constructed and assist the Consultant in the preparation of a set of Record Drawings from the information on these marked drawings.
- (4) Records names, addresses, and telephone numbers of Contractor and all other contractors, subcontractors and major suppliers of materials and equipment.

I. **Report.**

- (1) Furnish the Consultant periodic reports as required of progress of the work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
- (2) Consult with the Consultant in advance of scheduled major tests, inspections or start of important phases of the work.
- (3) Report immediately to the Consultant upon the occurrence of any accident.

J. **Payment Requisitions.** Review applications for payment with Contractor for compliance with the established procedure for their submission and forward those with recommendations to the Consultant, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

K. **Certificates, Maintenance and Operation Manuals.** During the course of the work, verify that certificates, maintenance and operation manuals, and other data (such as manufacturer's or other warranties) required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to Consultant for its review and forwarding to the Trust prior to final acceptance of the work.

L. **Completion.**

- (1) Before the Trust issues a Certificate of Substantial Completion, Consultant shall submit to Contractor, other contractor(s) and Trust a list of observed items requiring completion or correction.
- (2) Conduct final inspection in the company of the Consultant, Trust, and Contractor and other contractor(s) and prepare a final list of items to be completed or corrected and estimate the value of outstanding items.
- (3) Verify that all items on final list have been completed or corrected and make recommendations to the Trust concerning acceptance.

M. **Project Components Funded by the Airport Improvement Program.** For Project components or phases that are funded by the Federal Aviation Administration's (FAA) Airport Improvement Program (AIP), Resident Project Representative will:

- (1) Submit FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the appropriate FAA field office. The frequency of submittal shall be established at the preconstruction conference.
- (2) Prepare a Construction Materials Quality Control Summary to be submitted weekly/monthly to the FAA. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether the test is eligible or ineligible under the AIP program. The Summary will include a certification that all testing was completed in accordance with the a Construction Management Plan.
- (3) Assist the Trust in the observation of Contractor and other contractor(s) operations for proper classification of workers, and review Contractor and other contractor(s) payrolls as necessary to determine compliance with the prevailing wage rates in accordance with Davis-Bacon Act requirements.
- (4) Prepare and submit a final construction report that provides a brief narrative of the project, listing of milestone dates, explanation of contract time, statement of substantial compliance with approved plans and specifications, explanation of overruns and underruns, summary of acceptance testing results and photographs of completed work.

### **3. LIMITATIONS OF AUTHORITY**

Except upon written instructions of the Consultant, Resident Project Representative:

1. Will not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Will not exceed limitations on the Consultant's authority as set forth in the Contract Documents.
3. Will not undertake any of the responsibilities of Contractor, subcontractors or contractor's superintendent, or expedite the work.
4. Will not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Will not advise on or issue directions as to safety precautions and programs in connection with the work.
6. Will not authorize the TRUST to occupy the Project in whole or in part.
7. Will not participate in specialized field or laboratory tests.

### **4. COMPENSATION FOR SERVICES**

Compensation for services performed by the Resident Project Representative shall be in accordance with fees set forth in a separate purchase order, which may require Trust approval, for individual projects.

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

**Contract for Professional Services with H.W. Lochner, Inc**  
**Project No. OCAT GEN 2416**  
**“MULTI-YEAR PROFESSIONAL SERVICES”**  
**Will Rogers World Airport, Wiley Post Airport, Clarence E. Page Airport**

STATE OF Oklahoma )  
 )§  
COUNTY OF Oklahoma )

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: H.W. Lochner, Inc.

Signature of executing individual: \_\_\_\_\_

Title: Director of Aviation

6301 Waterford Blvd., Suite 310, Oklahoma City, OK 73118

Address of the Consultant \_\_\_\_\_ Zip Code

405-748-6651

(A.C.) Tel. Number and FAX Number \_\_\_\_\_

Signed and attested before me on this 14th day of August, 2024.

My Commission No: 15004963

My Commission Expires: 05/29/27

Patrick J. Barnes  
Notary Public

(Seal)



(49 Okla.Stat. 1985 §119)

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

**Contract for Professional Services with H.W. Lochner, Inc**  
**Project No. OCAT GEN 2416**  
**“MULTI-YEAR PROFESSIONAL SERVICES”**  
**Will Rogers World Airport, Wiley Post Airport, Clarence E. Page Airport**

STATE OF Oklahoma )  
 )§  
COUNTY OF Oklahoma )

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 ensure that employees are treated without regard to their race, creed, color, national origin, sex, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, 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: H.W. Lochner, Inc.

Signature of executing individual: \_\_\_\_\_

Title: Director of Aviation

6301 Waterford Blvd., Suite 310, Oklahoma City, OK 73118

Address of the Consultant \_\_\_\_\_ Zip Code \_\_\_\_\_

405-748-6651

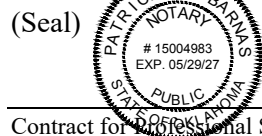
(A.C.) Tel. Number and FAX Number \_\_\_\_\_

Signed and attested before me on this 14th day of August, 20 24.

My Commission No: 15004963

My Commission Expires: 05/29/27

Patrick J. Barnes  
Notary Public



(49 Okla.Stat. 1985 §119)

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

**Contract for Professional Services with H.W. Lochner, Inc.**  
**Project No. OCAT GEN 2416**  
**“MULTI-YEAR PROFESSIONAL SERVICES”**  
**Will Rogers World Airport, Wiley Post Airport, Clarence E. Page Airport**

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 (ü) 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 (X) 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 (X) 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.

**Kirk Evans, Director of Aviation**

\_\_\_\_\_  
Name and Title of Signer (Please Type)

\_\_\_\_\_  
Signature

**08/14/2024**  
\_\_\_\_\_  
Date

**EXHIBIT G**  
**(PLEASE READ CAREFULLY)**

**CERTIFICATE OF INSURANCE EXPLANATION OF  
THE CITY OF OKLAHOMA CITY AND PARTICIPATING TRUST(S)**

**Contract for Professional Services with H.W. Lochner, Inc.  
Project No. OCAT GEN 2416  
“MULTI-YEAR PROFESSIONAL SERVICES”  
Will Rogers World Airport, Wiley Post Airport, Clarence E. Page Airport**

The Certificate Holder(s) require the use of this Certificate of Insurance as evidence that the insurance requirements of the Contract have been complied with and will continue as long as the Contract is in force. The City and/or Trust rely on this Certificate as proof of compliance with the insurance requirements agreed upon. The City and/or Trust must be advised of any cancellation or nonrenewal of the insurance coverages required or any reduction in the coverages provided, in compliance with the Contract, as shown in the Certificate of Insurance. Thirty (30) calendar days prior written notice of cancellation or reduction in coverages (other than an aggregate limit provision reduction) and thirty (30) calendar days written notice of nonrenewal for nonpayment of premium must be provided to the City and/or Trust so that the City and/or Trust may take appropriate action.

Many certificates of insurance are received by the City and its Trusts and many contain statements claiming that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example is "Should any of the above described policies be canceled before the expiration date hereof, the issuing company will endeavor to mail (number of days) calendar days written notice to the named holder, but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives." This is unacceptable.

The City and Trust have the right of notice of cancellation, nonrenewal and reduction of coverage, as a requirement in the Contract. The City and Trust rely upon the Certificate of Insurance as evidence of Contract compliance.

The authorization requirement (that the authorized representative signing the Certificate of Insurance provide written acknowledgment by the insurance company or companies to the City and/or Trust) is written proof that the person signing the Certificate is legally authorized by the insurance company or companies to obligate them, as shown in the Certificate.

The City and/or Trust must have positive evidence in the form of the Certificate of Insurance that the insurance requirements of the Contract have been met and will continue to be met without interruption during the term of the Contract. Neither the named insured or its insurance company may attach any endorsement(s) or rider(s) to the insurance policy or this Insurance Certificate that change or modify the insurance requirements, obligations or additional insured status of the Trust or City in any manner. To the extent the insurance policy or any endorsement or rider is inconsistent with the contractual insurance obligations, the contractual agreement between the insured and the Trust and/or City shall control.

No activity will begin until the Insurance Certificate is received. Your cooperation in providing the City and/or Trust with acceptable evidence of insurance compliance will prevent confusion and delay.





ISSUE DATE \_\_\_\_\_:

**EXHIBIT G  
OKLAHOMA CITY AIRPORT TRUST  
CERTIFICATE OF INSURANCE**PROJECT OR  
CONTRACT NUMBER:  
\_\_\_\_\_

PRODUCER  ADDRESS	NOTE: THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, NOR DOES IT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY POLICIES BELOW, EXCEPT AS SHOWN BELOW.
	<b>COMPANIES AFFORDING COVERAGE</b>
INSURED  ADDRESS	COMPANY A LETTER
	COMPANY B LETTER
	COMPANY C LETTER
	COMPANY D LETTER
	COMPANY E LETTER

COVERAGES: THIS IS TO CERTIFY THAT THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED, FOR THE POLICY PERIOD INDICATED HEREIN. THE POLICIES SHOWN IN THIS CERTIFICATE ARE DEEMED PRIMARY TO ANY INSURANCE CARRIED BY THE INSURED FOR THE SPECIFIC LOCATION, PROJECT OR EVENT.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
<b>GENERAL LIABILITY</b> ____ COMMERCIAL ____ GENERAL LIABILITY ____ OCCURENCE ____ CLAIMS MADE ____ AND TAIL ____ COVERAGE ____ CONTRACTUAL ____ LIABILITY				GENERAL AGGREGATE	
				BODILY INJURY (Per Person)	
				PROPERTY DAMAGE (Per Accident)	
				EACH OCCURENCE	
				MEDICAL EXPENSES (Any One (1) Person)	
<b>AUTOMOBILE LIABILITY</b> ____ ANY AUTO ____ ALL OWNED AUTOS ____ SCHEDULED AUTOS ____ HIRED AUTOS ____ NON-OWNED AUTOS				COMBINED SINGLE LIMIT	
				BODILY INJURY (Per Person)	
				BODILY INJURY (Per Accident)	
				PROPERTY DAMAGE	
<b>WORKER'S COMPENSATION AND EMPLOYER LIABILITY</b> Standard Compliance for the State of Oklahoma				EACH ACCIDENT	
				DISEASE - POLICY LIMIT	
				DISEASE - EACH EMPLOYEE	
<b>VALUABLE PAPERS INSURANCE</b> (If required by Contract)					
<b>EXCESS LIABILITY</b> (If required by Contract)				EACH OCCURENCE	
				AGGREGATE	
<b>OTHER</b> (If required by Contract)					

**DESCRIPTION OF OPERATIONS/VEHICLES/SPECIAL ITEMS**

THE CITY OF OKLAHOMA CITY AND THE OKLAHOMA CITY AIRPORT TRUST ARE ADDITIONAL INSURED, WITH RESPECT TO LIABILITY, ARISING OUT OF THE PROJECT OR EVENT.  
THE CITY OF OKLAHOMA CITY AND THE OKLAHOMA CITY AIRPORT TRUST ARE LOSS PAYEES ON VALUABLE PAPERS INSURANCE.

<b>CERTIFICATE HOLDER(S)</b>  The City of Oklahoma City and the Oklahoma City Airport Trust 7100 Terminal Drive, Unit 937 Oklahoma City, OK 73159-0937	<b>CANCELLATION</b>  IT IS AGREED THAT NONE OF THESE POLICIES WILL BE CANCELLED OR CHANGED EXCEPT IN THE APPLICATION OF THE AGGREGATE LIABILITY LIMIT PROVISIONS, SO AS TO AFFECT THE INSURANCE DESCRIBED IN THIS CERTIFICATE UNTIL AFTER 30 CALENDAR DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION OR REDUCTION IN COVERAGES OR NOTICE OF NONRENEWAL FOR NONPAYMENT OF PREMIUM HAS BEEN DELIVERED TO THE CERTIFICATE HOLDER.
	<b>AUTHORIZED REPRESENTATIVE SIGNATURE</b>
	<b>TELEPHONE NUMBER</b> (      )



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	<b>CONTACT NAME:</b> Greyling COI Specialist	
	<b>PHONE (A/C, No, Ext):</b> 770.670.5324	<b>FAX (A/C, No):</b> 770.670.5324
	<b>E-MAIL ADDRESS:</b> greylingcerts@greyling.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> The Continental Insurance Company	
	<b>INSURER B :</b> National Fire Insurance Co of Hartford	
<b>INSURED</b> H.W. Lochner, Inc. 225 W. Washington Street, 12th Floor Chicago, IL 60606	HWLOCHNE	<b>INSURER C :</b> American Casualty Co of Reading, PA
		<b>INSURER D :</b> Lloyd's of London
		<b>INSURER E :</b>
		<b>INSURER F :</b>
		<b>NAIC #</b>

**COVERAGES****CERTIFICATE NUMBER:** 1607291501**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			7092014905	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7091863062	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7092036547	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	7092004665 7092009168	5/1/2024 5/1/2024	5/1/2025 5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D A	Professional Liability incl. Pollution Liability Valuable Papers			B0146LDUSA2405260 7092014905	5/1/2024 5/1/2024	5/1/2025 5/1/2025	Per Claim Aggregate Limit \$10,000,000 \$10,000,000 \$75,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Re: Oklahoma City Airport Trust, Project OCAT GEN 2416; Will Rogers World Airport, Wiley Post Airport, Clarence E. Page Airport  
Oklahoma City Airport Trust and City of Oklahoma City are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Should any of the above described policies be cancelled before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. Contractual Liability is included under the General Liability Policy.

**CERTIFICATE HOLDER****CANCELLATION**

Oklahoma City Airport Trust 7100 Terminal Dr Unit 937 Oklahoma City, OK 73159	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

**EXHIBIT H –**  
**ARTICLE A.1. ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, 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.

**ARTICLE A.2. AFFIRMATIVE ACTION REQUIREMENT**

**ARTICLE A.3. 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.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

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.

**ARTICLE A.4. BUY AMERICAN PREFERENCES**

**ARTICLE A.5. CIVIL RIGHTS PROVISIONS**

**A.5.1 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 and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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

**A.5.2 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 (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 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 nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);  
Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];  
Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*)

#### **ARTICLE A.6. CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.  
Contractor must include this requirement in all subcontracts that exceed \$150,000.

#### **ARTICLE A.7. CONTRACT WORKHOURS 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 workweek.

**2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) of this clause, 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) of this clause, in the sum of \$29 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) of this clause.

**3. Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration (FAA) or the Owner 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 moneys 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) of this clause.

**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 clause.

**ARTICLE A.8. COPELAND “ANTI-KICKBACK” ACT**

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. 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.

**ARTICLE A.9. DAVIS-BACON REQUIREMENTS**

**1. Minimum Wages.**

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the

wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in

the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. 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 the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract,

but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may



be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division

determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### 5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

#### 6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

#### 7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

#### 8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

#### 9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

## **ARTICLE A.10. DEBARMENT AND SUSPENSION**

### **ARTICLE A.11. DISADVANTAGED BUSINESS ENTERPRISE**

#### **Contract Assurance (49 CFR § 26.13) –**

The Contractor, subrecipient 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, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

#### **Prompt Payment (49 CFR § 26.29) –**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 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 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.

#### **Termination of DBE Subcontracts (49 CFR § 26.53(f)) –**

The prime contractor must not terminate a DBE subcontractor listed in response to the solicitation (or an approved substitute DBE firm) without prior written consent of the Trust. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent of the Trust. Unless Contractor consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Contractor may provide such written consent only if Contractor agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to Contractor its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Trust, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Contractor and the contractor of the reasons, if any, why it objects to the proposed

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Contractor and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Contractor should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Contractor may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

#### **ARTICLE A.12.DISTRACTED DRIVING - 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 subgrant.

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 that involve driving a motor vehicle in performance of work activities associated with the project.

#### **ARTICLE A.13. DOMESTIC PREFERENCES FOR PROCUREMENTS**

##### **CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

#### **ARTICLE A.14. EQUAL EMPLOYMENT OPPORTUNITY**

##### **A.14.1. EEO Contract Clause**

##### **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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such 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 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.

(8) The Contractor will include the provisions of paragraphs (1) through (8) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **A.14.2. EEO Specifications**

### **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 part 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 must 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 areas 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 nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must 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 therefor, 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 woman 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 work force.

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 nonsegregated 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 group 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, the Contractor may be in violation of the Executive Order if a 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, sexual orientation, gender identity, 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 part 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 numbers, 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).

## **ARTICLE A.15. FEDERAL FAIR LABOR STANDARDS ACT**

### **ARTICLE A.16. FOREIGN TRADE RESTRICTION**

#### **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 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 as published by the Office of the United States Trade Representative (USTR);
- 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 USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC § 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 USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR 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 USTR, 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 (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **ARTICLE A.17. LOBBYING FEDERAL EMPLOYEES** **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, subgrants, 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.

#### **ARTICLE A.18. OCCUPATIONAL SAFETY AND HEALTH ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer 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 (29 CFR Part 1910). The employer 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.

#### **ARTICLE A.19. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

#### **ARTICLE A.20. PROHIBITION OF SEGREGATED FACILITIES**

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

#### **ARTICLE A.21. RECOVERED MATERIALS**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

- 1) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

#### **ARTICLE A.22. RIGHTS 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 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

#### **ARTICLE A.23. SEISMIC SAFETY**

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

#### **ARTICLE A.24. TAX DELINQUENCY AND FELONY CONVICTION**

#### **ARTICLE A.25. TERMINATION OF CONTRACT** **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES CONTRACTS)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

c) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

4. Perform the services within the time specified in this contract or by Owner approved extension;

5. Make adequate progress so as to endanger satisfactory performance of the Project;  
or
6. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice.

Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

d) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

4. Defaults on its obligations under this Agreement;
5. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
6. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **ARTICLE A.26. 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 USC § 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.