



FACILITIES MAINTENANCE ENGINEERING SERVICES AGREEMENT

Frankfurt-Short-Bruza Associates, P.C.

March 28, 2024

TABLE OF CONTENTS

<u>ARTICLE / PARAGRAPH</u>	<u>PAGE</u>
1. DEFINITIONS	2
2. SCOPE OF WORK.....	3
3. SERVICES.....	4
A. Basic Services	4
B. Additional Services	5
C. Representation Services	11
4. TERM OF AGREEMENT	11
5. PAYMENT/COMPENSATION.....	11
A. Consultant Fees	11
B. Reimbursable Travel Expenses	11
C. Printing and Reproduction Costs	12
D. Sub-Contractor Costs	12
E. Requesting Payment.....	12
6. SURVEY, LABORATORY, AND TESTING SERVICES.....	13
7. EXTRA WORK.....	13
8. WORK SCHEDULE.....	13
9. RECORD DRAWINGS	14
10. STANDARD OF CARE AND CORRECTION PERIOD.....	14
11. SUSPENSION.....	15
12. CANCELLATION AND ASSIGNMENT	15
13. INDEMNITY AND INSURANCE.....	15
14. COMPLIANCE WITH ORDINANCES, SPECIFICATIONS, AND REGULATIONS.....	17
15. PROHIBITION AGAINST COLLUSION	17
16. OWNERSHIP OF DOCUMENTS.....	17
17. AUDIT AND ACCESS TO DOCUMENTS	18
18. NON-DISCRIMINATION	18
19. EXHIBITS	20
20. GENERAL CONDITIONS	20
Signature Page.....	23
EXHIBIT “A” Trust-Owned Facilities	24-27
EXHIBIT “B” Hourly Billing Rates	28-29
EXHIBIT “C” Duties of Resident Project Representative.....	30-32
EXHIBIT “D” Anti/Non-Collusion Affidavit.....	33
EXHIBIT “E” Certificate of Non-Discrimination	34
EXHIBIT “F” Certificate of Insurance.....	35-36

FACILITIES MAINTENANCE ENGINEERING SERVICES AGREEMENT

This Facilities Maintenance Engineering Services Agreement ("Agreement") is made and entered into between the Trustees of the Oklahoma City Airport Trust, ("Trust"), and Frankfurt-Short-Bruza Associates, P.C., an Oklahoma professional corporation, ("Consultant").

WITNESSETH:

WHEREAS, a registered architect/engineer is periodically required by the Trust to perform on-call architectural/engineering consultant services; and

WHEREAS, the Trust intends to engage the services of a consulting architect/engineer to provide professional architectural/engineering services; and

WHEREAS, the Trust is responsible for ensuring that all facilities, buildings, and improvements that are included in the Trust's estate at Will Rogers World Airport, Wiley Post Airport, and Clarence E. Page Airport are maintained in a good state of repair; and

WHEREAS, the Trust is specifically obligated to ensure that all facilities and buildings owned by the Trust and located on the premises leased to the Mike Monroney Aeronautical Center are in good repair and in a weather-tight condition at all times. The obligation to maintain Trust-owned facilities in a good state of repair includes all structural and exterior surfaces of all Trust-owned buildings. Additionally, all electrical distribution systems, water distribution systems, exterior fire protection systems, natural gas distribution lines, storm and sanitary sewer lines, pavements, parking lots, fencing, access roads, and service roads shall be maintained in good usable condition. Such obligations are subject to exception in cases of damage arising from the acts, omissions, or negligence of the tenants' agents or employees; and

WHEREAS, Article V of the Trust's Lease Agreement with the City of Oklahoma City requires that the Trust "will employ an independent engineer (as defined in the Bond Indenture) who will annually:

- (a) Inspect the properties of the Trust.
- (b) Report to the Trustees, Bank, and The City of Oklahoma City as to whether the properties have been efficiently, safely, and economically operated and maintained.
- (c) Make recommendations as to suggested repairs, renewals, and improvements of the airports.
- (d) Make recommendations as to the amount to be expended annually for proper, efficient, and economical operation and maintenance."

WHEREAS, the majority of leases between the Trust and its tenants require that the Trust maintain the structural and exterior surfaces of the facilities and/or buildings, the pavement within the respective leased premises and, in some cases, heating and/or air conditioning systems; and

WHEREAS, the Consultant has been selected and this Agreement has been negotiated under the standards adopted and the procedures prescribed by the Resolution establishing procedures for selection of architects and engineers 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 Agreement by reference.

NOW, THEREFORE, in consideration of the recitals above and mutual covenants and provisions contained herein, the Trust and Consultant agree to enter into this Facilities Maintenance Engineering Agreement pursuant to the following terms:

ARTICLE 1 – DEFINITIONS

- A. Capital Improvement Project shall be defined as new construction, a total replacement, or a major modification of or addition to a facility and/or a portion thereof that extends the useful life of a building, pavement, or utility system and requires architectural or engineering design changes to accomplish the improvements.
- B. Major Repair Project shall be defined as work required to restore a facility, building, pavement, or a major utility system, or component thereof, to a usable condition that may be of a greater capacity or of improved material. Major Repair Project work may require architectural and/or engineering design effort.
- C. Emergency Repair Project shall be defined as work required to restore facilities, pavements, and/or buildings to avoid loss of life, substantial damage to property or damage to public peace or safety, as determined and documented by the Consultant and issued by the Director of Airports.
- D. Major Maintenance Project shall be defined as work to restore or repair elements or replace equipment of an existing facility, pavement, and/or building and does not require significant architectural or engineering effort or design changes.
- E. Minor Maintenance Project shall be defined as work to restore or repair elements or to replace equipment of an existing facility, pavement, and/or building that can be accomplished with Trust in-house resources or assigned directly to a Contractor, with verbal or written instructions and does not require architectural or engineering effort or design changes.
- F. Periodic Maintenance Project shall be defined as repetitive maintenance service that must be performed on pavements, utility systems, mechanical systems, or other building systems with Trust in-house resources or by a Contractor at specific intervals to prevent deterioration, equipment breakdown, and/or to ensure efficient operation.
- G. Purchase Order shall be defined as a work order for a Capital Improvement Project, a Major Repair Project, an Emergency Repair Project, a Major Maintenance Project, a Minor Maintenance Project, a Periodic Maintenance Project, or general consultation services and each Purchase Order shall be assigned its own number. Purchase Order numbers shall be assigned only by the Director of Airports, or his designated representative.
- H. Initial Inspection and Investigation shall be defined as the Consultant promptly conducting an Initial Inspection and Investigation with the Director of Airports or his designated representative of a specific need. Each Initial Inspection and Investigation shall be assigned a Purchase Order number.
- I. Architectural and Engineering Professional Services shall be defined as those professional services associated with inspection, investigation, 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.
- J. Basic Services shall be defined as the services provided as set out in Article 3, Paragraph A.
- K. Additional Services shall be defined as the services provided as set out in Article 3, Paragraph B.
- L. Project Representation Services shall be defined as the services provided as set out in Article 3, Paragraph C.
- M. Annual Maintenance Contract shall be defined as a recurring annual contract for work required to restore or maintain a facility, building, pavement or a major utility system, or component thereof, in a useable condition

that may be of a greater capacity or of improved material. Each Annual Maintenance Contract shall be assigned a Purchase Order number.

ARTICLE 2 – SCOPE OF WORK

The total scope of the work for which Consultant shall provide professional services hereunder shall consist of the following, to wit:

- A.** Provide Architectural and Engineering Professional Services for the Capital Improvement Project, Major Repair Project, Emergency Repair Project, Major Maintenance Project, Minor Maintenance Project and Periodic Maintenance Project to all buildings, pavements, utilities, and other facilities covered by this Agreement at Will Rogers World Airport, Wiley Post Airport and Clarence E. Page Airport, as provided by the Trust Indenture. Said facilities are identified in Exhibit “A” attached hereto and made a part hereof. Trust retains the right to revise said exhibit upon renewal of this Agreement, or by amendment to this Agreement, or to add or delete facilities as necessary in the conduct of Trust’s business. Trust agrees to supply Consultant, upon request, with the latest copy of any tenant leases that fall under this Agreement.
- B.** Provision of said services requires that the Consultant maintain, at all times, professional architectural capability and civil, industrial, electrical, mechanical, fire protection, and structural professional engineering capabilities. In the event that these professional disciplines or specialized sub-disciplines are not available within the direct employ of the Consultant, the Consultant shall maintain sub-contractual relationships with professional firms having staff and design 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.** Maintenance and construction work to be accomplished in support of the Consultant’s scope of services under this Agreement shall be assigned to maintenance and/or construction firms (Contractors) in the following order: (1) Contractors having a contract with the Trust for specific work obtained through an appropriate competitive bidding process, (2) Contractors having an annual contract with the City of Oklahoma City or Trust obtained through an appropriate competitive bidding process, or (3) other Contractors not under contract for Minor Maintenance Project or Emergency Repair Project, provided that work accomplished by said Contractors complies with the procurement policies and regulations of the Trust.
- D.** Nothing in this Agreement shall preclude the rights of the Trust as follows: to solicit services from other consulting architects or engineers for design work to be accomplished for facilities listed in Exhibit “A” or for new construction; to do work with Trust or City of Oklahoma City resources and equipment; to contract directly for maintenance, repair, or Capital Improvement Projects; and to solicit services from other consulting firms for design work to be accomplished for facilities listed in Exhibit “A,” for maintenance, repair, or Capital Improvement Projects; or for new construction.

ARTICLE 3 – SERVICES

Services to be performed under this Agreement shall be Basic Services, Additional Services, or Representation Services. Consultant hereby covenants and agrees that it will perform all services in accordance with good architectural, engineering, and planning practices, and in the best interest of the Trust.

A. **Basic Services.** Basic Services are the services that have been deemed necessary for the routine, efficient, safe, and economical operation, and maintenance of Trust facilities and buildings and are the following professional services:

1. Consultant agrees, on an annual basis, to conduct an inspection of all buildings and facilities included in Exhibit A, and to prepare a Facility Condition and Maintenance and Repair Recommendations Report. Said Report shall document the existing condition of the buildings and facilities, and include recommended Capital Improvement Project, Major Repair Project, Major Maintenance Project and/or Minor Maintenance Project necessary for all Trust-owned facilities and/or buildings, along with an opinion as to the efficiency, safety, and economy of operating and maintaining the properties. In addition, said report shall present all needs in a prioritized order with a construction cost estimate for each item. Six (6) color copies and an electronic copy of the Facility Condition and Maintenance and Repair Recommendations Report shall be presented for approval to the Director of Airports, as the Trust's designated representative, no later than October 20th of each year.
2. Upon written notification from the Director of Airports, or his designated representative, of a Capital Improvement Project, Major Repair Project, Major Maintenance Project, Minor Maintenance Project, or Periodic Maintenance Project need, the Consultant shall:
 - (a) Promptly conduct an Initial Inspection and Investigation;
 - (b) Provide a proposal for remaining services (listed below) for the purpose of Trust's issuance of a Purchase Order to complete the investigation;
 - (c) Perform miscellaneous investigations, studies, surveys, or other preliminary work to analyze the aforementioned need;
 - (d) Identify and coordinate all requirements for survey, laboratory, and testing services in accordance with Article 6 of this Agreement;
 - (e) Determine the principal alternatives;
 - (f) Prepare an estimate of the construction costs of said need, and an estimate of all architectural fees, testing costs, site surveys, and inspection fees in connection therewith;
 - (g) Recommend method of remedying the aforementioned need;
 - (h) Furnish a report in electronic format to the Director or his designated representative summarizing and detailing the results of the above tasks.
3. The Consultant agrees to perform oversight of the Mike Monroney Aeronautical Center medium voltage electrical distribution system. The Consultant shall:
 - (a) Perform an annual condition assessment of the system and provide recommendations of needed repairs;
 - (b) Provide technical guidance to the Trust regarding the ongoing maintenance, operation, and expansion of the system at all times. The Consultant shall employ a licensed Electrical Engineer, specializing in medium voltage power distribution systems, and provide on call service to the Trust 24 hours per day, 365 days per year;
 - (c) Provide on-site technical guidance to the Trust, tenant, and/or contractors in their efforts to operate and maintain the system or in any endeavors which may have an impact on the system;
 - (d) Assist contractors in developing satisfactory work plans for building and system outages;
 - (e) Review and provide comments on proposed switching plans whenever power needs to be re-routed or a portion of the system needs to be de-energized for maintenance or personnel safety;

- (f) Review and provide comments on contractor or tenant proposed safety plans;
 - (g) Evaluate proposed system alteration and/or additions to ensure proposal does not adversely affect the system and the design complies with established codes and Trust standards. Consultant shall perform an in-depth design review.
4. Upon request by the Director of Airports or his designated representative, the Consultant may be required to provide professional services for Emergency Repair Projects. Such services shall require immediate action, to stabilize the incident or emergency. This action includes any temporary repair or maintenance necessary for any Trust-owned facilities, pavements, and/or buildings. Consultant may be asked to prepare reports or documents to support an emergency as determined by the Director and to secure the necessary and appropriate repair action.
 5. Upon identification of needs communicated to the Consultant by the Director or his designated representative, the Consultant shall respond on or before the end of the next business day. Provided, however, that the Consultant's response for an emergency shall be within two (2) hours.
 6. Upon written request, the Consultant shall review proposed alterations and/or additions to the existing facilities, which are submitted by the tenants of the Trust and others for proposed modifications to facilities and/or buildings covered under this Agreement. The review process may include one or more of the following professional disciplines: Architecture and Civil, Industrial, Electrical, Mechanical, Fire Protection, and Structural Engineering. The Consultant will be required to evaluate and provide comments on the proposed alteration's soundness of design, compliance with Trust engineering and architectural requirements/standards, adverse effects to Trust property development, and potential short-term/long-term impacts on facility maintenance. The Consultant may be required to evaluate the proposed alteration's fiscal aspects, which may include value engineering/cost avoidance, return on investment, cost-benefit, and annual/life-cycle cost analyses. The Consultant would assume no responsibility for any acts or omissions in the basic design accomplished by any other architect or engineer. Upon completion of the review, Consultant shall make timely recommendations to the Director of Airports, as the Trust's designated representative.
 7. Upon written notification from the Director of Airports or his designated representative, the Consultant shall review actions to be considered by the Department of Airports or Trust that may affect the buildings and facilities of the Trust covered by this Agreement and provide comment and guidance as appropriate to ensure said pavements, buildings, and facilities are kept and maintained in a good and usable condition. To this end, the Consultant shall meet regularly with the Director of Airports or his representatives and shall attend meetings with Trust staff, representatives of the City of Oklahoma City, tenants, consultants, suppliers, and others as may be necessary to perform the services provided pursuant to this Agreement.
 8. Unless otherwise instructed by the Director of Airports or his designated representative, the Consultant shall attend all regular meetings of the Trust.
 9. Before a written proposal can be considered for approval through a Purchase Order issued by the Director of Airports, the Consultant shall provide a brief description of the scope of the work for said Purchase Order, identification of likely survey, geotechnical, or other work that may be necessary, identification of subcontractors, 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.
 10. The Consultant shall maintain detailed records of actual hours worked on each tasking performed by the Consultant and/or Sub-Contractor. Maintenance of these records for accounting and billing purposes shall be considered Basic Services.

B. Additional Services. The following enumerated services shall be provided by Consultant only upon prior written and clearly detailed directions from the Director of Airports acting within his authority as established by the Trust:

1. Upon written notification from the Director of Airports, or his designated representative, of Major Repair Project, Major Maintenance Project, or Emergency Repair Project needs, the Director of Airports or his representative may authorize Consultant to perform Additional Services to prepare and provide project manuals for submission to and approval by the Trust for the Trust's competitive bidding process, if appropriate, and to provide other professional services as may be necessary to accomplish the recommended repairs or improvements.
2. The Consultant shall meet upon request with the Director of Airports or his representatives 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 section.
3. Final Plan Services.
 - a. Upon request by the Director of Airports or his designated representative, the Consultant shall prepare contract documents for such Capital Improvement Projects for submission to and approval by the Trust for the Trust's competitive bidding process and provide other services as may be necessary to accomplish the Capital Improvement Projects.
 - b. Upon request by the Director of Airports or his designated representative, the Consultant shall prepare contract documents for Annual Maintenance Contracts for submission to and approval by the Trust for the Trust's competitive bidding process and provide other services as may be necessary to accomplish the Annual Maintenance Contracts.
 - c. 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 Consultant is to be performed at all properties included in this Agreement which would affect the following utility companies or other agencies:
 - i. Trust Electrical and Natural Gas Distribution Systems
 - ii. Oklahoma One-Call Center (formerly Call-OKIE)
 - iii. Oklahoma Gas and Electric Company
 - iv. Oklahoma Natural Gas Company
 - v. Southwestern Bell Telephone Company
 - vi. City of Oklahoma City (Water and Sewer Services)
 - vii. The owner(s) of all petroleum or gas pipelines located on Airport
 - viii. FAA Airway Facilities Office
 - ix. Tenant owned/operated communications

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.
 - d. Should it be necessary to extend or relocate public utilities owned by the City of Oklahoma City or another City Trust rather than the 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.
 - e. The Consultant shall identify and coordinate all requirements for survey services necessary to complete the final design, in accordance with Article 6 of this Agreement.

- f. The Consultant shall identify and coordinate all requirements for geotechnical investigation, including but not limited to sampling, test boring, subsurface explorations, analysis, and other investigations required for determining conditions and geotechnical recommendations as required to complete the final design. The Consultant shall identify and coordinate sampling and analysis of water and other substances as appropriate. Coordination of inspection bureaus and laboratories shall be completed in accordance with Article 6 of this Agreement.
- g. Scale for plan and profile sheets for preliminary and final site and utilities plans, and scales for the building drawings will be determined by the Consultant subject to the approval of the Director of Airports or his designated representative.
- h. 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 Trust, Director, and/or Director's representatives.
- i. The Consultant shall indicate on final plans all private and public utilities and any underground, under-floor, or above-ceiling space or obstructions that may affect construction.
- j. 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.
- k. Upon completion of 95% final plans, the Consultant will submit "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 final plans check set (along with the annotated "check print" copies) for a "final" review by the Director and his designated representative(s).
- l. For projects requiring construction permits issued by the City of Oklahoma City, the Consultant shall submit four (4) sets of corrected final plans to the City of Oklahoma City's Plan Review Committee at their regular weekly meeting, as appropriate. Mandatory attendance at this meeting is required of the Consultant.
- m. The Consultant shall provide a construction cost estimate with each design submittal.
- n. 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.
- o. 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.
- p. 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.

4. Bidding Services.

- a. The Consultant shall hold at least one (1) pre-bid conference with prospective bidders.
- b. The Consultant shall answer all Trust and bidder's questions regarding the bidding of the project, and prepare any addenda required to clarify or modify bidding documents. The Consultant shall update the cost estimate, if necessary, as a result of any issued addenda.
- c. The Consultant shall tabulate and evaluate bids, consult with apparent low bidders, and recommend, in writing, to the Trust award of bid to the lowest and best bidder.
- d. If the lowest and best bid proposed in response to a timely solicitation of bids for construction of a project, in accordance with the bidding documents provided by the Consultant, exceeds the estimated construction cost or funds available for the assigned project, the Consultant, at no increase or additional cost to the Trust, shall redesign the project and redraft the bidding documents so that the construction bids pursuant to a subsequent solicitation come within the estimated construction cost.
- e. The Consultant will 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.

5. Construction Administration Services.

- a. The Consultant shall provide administration of the construction contract during construction and until final payment is made to the Construction Contractor. The Consultant will have the authority to act on behalf of the Trust only to the extent provided in this Agreement, unless otherwise modified by written instrument.
- b. The Consultant shall assist in the coordination of, attend and preside over the pre-work conference.
- c. The Consultant shall arrange periodic construction progress review meetings with the Trust's representatives, Contractors, and any other involved parties.
- d. The Consultant shall review, approve, and monitor Contractor-furnished computer-generated construction schedules which shall include, at the least, award of major sub-contracts, issuance of construction permits, submittal schedules, construction start, completion of categories of work, availability for occupancy, and completion.
- e. The Consultant shall establish any necessary permanent horizontal and vertical alignment control points throughout the entire project limits from which the Construction Contractor shall set its control for construction. Provide a permanent benchmark within 300 feet for any portion of a project. 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 Construction Contractor. The Consultant will periodically review the Construction Contractor's construction staking survey field notes and the actual staking to verify line and grade in accordance with the contract documents.
- f. The Consultant shall provide interpretation of the plans and specifications in accordance with the intent of the contract documents. Such interpretations shall be made upon request of the Trust and its representatives or the Construction 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 Construction Contractor. The Consultant does not guarantee the performance of the contract by the Construction 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 Construction Contractor's failure to carry out the work in accordance with the contract documents.

- g. The Consultant shall perform coordination of the work of inspection bureaus and laboratories selected by the Trust for the inspection and testing of construction materials, in accordance with Article 6 of this Agreement. The Consultant shall receive reports and recommend approval or rejection of the materials based upon reports made by such laboratories or bureaus.
- h. The Consultant shall visit the site with qualified architectural, civil, structural, mechanical, electrical, etc., representatives 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 contract documents. However, the Consultant is not required to make exhaustive or continuous on-site inspections to check quality or quantity of the work. The Consultant will keep the Director and his designated representative(s) informed of progress of the work and will endeavor to guard the Trust against defects and deficiencies of the work.
- i. The Consultant shall review for conformance with contract documents and approve or take other appropriate action upon the Construction 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 Construction Contractor as required by the contract documents. The Consultant's review of the Construction Contractor's submittals will not relieve the Construction Contractor of its contractual obligation to the Trust as required by the contract documents. The Consultant's review of the Construction 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.
- j. Except as otherwise provided in this Agreement, communications with the Consultant's sub-consultants will be through the Consultant. Communications with the Construction Contractor's subcontractors and material suppliers will be through the Construction Contractor. Communications with other Trust and City of Oklahoma City contractors will be through the Director's designated representative. The Consultant shall be available at all times for the purpose of communication.
- k. The Consultant shall recommend to the Trust rejection of work that does not conform to the contract 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.
- l. The Consultant shall reply to Construction 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 contract documents. Such recommended changes shall be made by written order approved by the Director and shall be binding upon the Construction Contractor.
- m. 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 Director all written warranties and any

related documents required by the contract documents and assembled by the Construction Contractor.

- n. The Consultant will review daily reports furnished by the Project Representative, if applicable, to evaluate and determine compliance with the contract documents. Significant variations between reported conditions and the contract documents shall be verified by the Consultant and resolved with the Construction Contractor and the Trust. The Consultant's duty to review daily reports and initiate remedial action shall not extend to the Construction Contractor's construction means, methods, techniques, sequencing, or procedures or for safety precautions and programs in connection with the work.
- o. 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.
- p. The Consultant shall review all necessary information for monthly estimates of the quantity of work performed and review the claim vouchers for payments to be made to the Construction Contractor during the progress of the work. The Consultant shall prepare documentation for Trust payment using Trust forms and procedures.
- q. The Consultant shall 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 Construction Contractor's claim for partial or monthly payment.
- r. The Consultant shall arrange for final inspections of work and acquire, from the Contractor, any required use or occupancy permits. The Consultant shall prepare a final project closeout memo documenting the completion of work to include a summary of any remaining items of work and future maintenance requirements.
- s. The Consultant shall review the Construction Contractor's final request for payment upon receipt of same, and certify that, to the best of its knowledge and industry standards, the completed work conforms to plans and specifications. Consultant shall ensure that the final pay request and final project documents have been submitted in accordance with Trust procedures.

6. As-Built Drawing Services.

- a. Not later than ninety (90) calendar days after the termination or completion of each Purchase Order, phase, or part thereof under this Agreement, the Consultant shall correct the original drawings and show all as-built changes based on information from the Construction Contractor reflecting the actual construction of the project in accordance with Article 9 of this Agreement. All written comments, changes or other markings on the final drawings must be highlighted in RED color.
- b. Not later than ninety (90) calendar days after the termination or completion of each Purchase Order, phase, or part thereof under this Agreement, the Consultant shall also furnish the Trust, all basic calculations used in the design of the structures and original field notes on all land surveys, at which time Consultant may bill the remainder of unbilled services outstanding on a Purchase Order that includes the submission of as-built or record drawings.
- c. The Consultant shall, if applicable, submit GPS permanent benchmark with as-built drawings.

- d. 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.

C. **Representation Services.** When, in the opinion of the Director of Airports, a project of a complex nature requires the services of a Project Representative for all or any portion of the construction period, Consultant shall upon the written request of the Director of Airports or his designated representative, provide competent and qualified personnel to fulfill this specific requirement. The individual(s) filling this portion may change according to the nature of the work and the professional special knowledge required to ensure proper work. The Director of Airports reserves the right to review the qualifications of personnel proposed for this position and to give final approval for their employment in this position. Although approval shall be granted on a case-by-case basis, it is generally required that such personnel be recognized as an expert in their field through professional licensure or certification. The Director of Airports reserves the right to rescind said approval without prior notice. Representation Services shall be provided 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 Agreement, Exhibit "C" to this Agreement shall prevail.

ARTICLE 4 – TERM OF AGREEMENT

The term of this Agreement shall be for one (1) year commencing on May 22, 2024, following approval by the Trust, and expiring on April 30, 2025. Provided, however, that this Agreement is subject to renewal for a maximum of two (2) one-year periods at terms mutually agreeable to both parties. In the event a subsequent renewal agreement has not been signed prior to the expiration date above, the term of this Agreement is automatically extended month by month for up to a maximum of six (6) months from the date of expiration.

ARTICLE 5 – COMPENSATION

A. **Consultant Fees.** In consideration for Consultant's services described in Article 3, Paragraph A, Basic Services, Paragraph B, Additional Services, and Paragraph C, Representation Services, rendered under this Agreement, the Consultant will be compensated for the services involved in the amount equal to the sum of the product of actual time worked on the services multiplied by the corresponding hourly billing rate shown on Exhibit "B"; provided, no claims or invoices for services will be recognized or be binding on the Trust unless such services will be first approved by the Trust.

The total annual dollar amounts of Trust Purchase Orders for Basic Services shall not exceed an amount of \$500,000 in any contract year without prior approval of the Trust.

The total annual dollar amounts of Trust Purchase Orders for Additional Services shall not exceed an amount of \$500,000 per contract year without prior approval of the Trust.

The total annual dollar amounts of Trust Purchase Orders for Representation Services shall not exceed an amount of \$500,000 per contract year without prior approval of the Trust.

Provided, however, that the Trust, at its sole discretion, may authorize additional funds to the Agreement for payment of services in excess of the maximum limitation amounts as set forth above.

B. **Reimbursable Travel Expenses.** The Consultant shall be compensated for direct non-salary reimbursable expenses and services at their actual invoice cost, but only applicable to out of state travel. In state travel is not reimbursable. Expense of transportation when traveling out of state in connection with this Agreement 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 as contained in 41 Code of Federal Regulations (CFR) Chapters 300 through 304, in effect on the date of this Agreement and as subsequently amended. Costs for these expenses shall be reimbursed upon submittal of itemized invoices and shall not exceed an annual total of \$25,000 without the prior approval of the Trust.

- C. **Printing and Reproduction Costs.** Any printing and reproduction of reports, studies, conceptual drawings and documents, draft preliminary drawings, final preliminary drawings, preliminary cost estimates, draft specifications, and final working drawings, specifications, or project manuals and cost estimates required of the Consultant pursuant to this Agreement shall be reimbursed at the actual cost thereof. Costs for these expenses shall be reimbursed upon submittal of itemized invoices and shall not exceed an annual total of \$25,000 without the prior approval of the Trust.
- D. **Sub-Contractor Costs.** In the event that the Consultant shall provide services through sub-contractual relationships with professional firms retained pursuant to requirements of Article 2 above, compensation shall be paid directly to the Consultant as if said services were provided by Consultant, and no additional compensation or profit shall be included for the Sub-Contractor or Consultant.
- E. **Requesting Payment.**

1. 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 Agreement. 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 Agreement. Surveyors or other professional consultants engaged by the Consultant for the normal structural, electrical, or mechanical engineering services shall be billed to the Trust by the Consultant at the actual cost thereof.
2. 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 the "not to exceed" amounts or limitations established in this Agreement or in individual Purchase Order agreements per project, except as may be modified by written agreement between the Trust and the Consultant.
3. 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 okcatap@okc.gov for official submission.
4. Final payment shall not be deemed to waive any rights or obligations of the parties to this Agreement.

ARTICLE 6 – SURVEY, LABORATORY, AND TESTING SERVICES

A. Survey Services.

1. Should the Consultant determine a need for survey services performed by a licensed Professional Land Surveyor, the Consultant shall coordinate the work of all field investigations and arrange for such field work to be done for the Trust.
2. Survey services may be provided by the Consultant with Consultant's staff if Consultant employs staff that meets the qualifications and is licensed as a Professional Land Surveyor in the State of Oklahoma. Reimbursement for said services shall be at the rate provided in Exhibit "B," if applicable.
3. The Consultant may use contract land surveyors to perform surveys as provided in Article 5, Paragraph D. Such work is not part of the Consultant's professional fees and Consultant will be issued a separate Purchase Order for reimbursement by the Trust. The rates for Land Surveyors shall be identical to those in the current City of Oklahoma City contract for Professional Surveying Services. 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.

B. Laboratory and Testing Services.

1. The Consultant will determine the need for and the scope of any soils inspections, special surveys, or special tests required under Article 3.A.2.(d) and Article 3.B.3.(f), and for all testing that may be necessary during construction of improvements as described in Article 3.B.5.(g). The Consultant shall coordinate the work of all field investigations and laboratory analyses and arrange for such field work to be done for the Trust.
2. The Trust will issue a separate Purchase Order to reimburse the Consultant for the work of all testing bureaus and laboratories, for all soil and pavement sampling and analysis, test borings, subsurface explorations compaction tests, and for other investigations required for the completion of work described under Article 3.A.2.(c) and/or Article 3.B.3.(f). The cost for this work will be based on the rates and charges included in the City of Oklahoma City's annual contracts for Engineering and Testing Services, where applicable.
3. The Consultant shall review and observe the work of inspection bureaus and laboratories to be selected by the Trust for the inspection and testing of materials prior to and during construction and receive and pass upon the materials or work by approval or rejection of all reports made by such laboratories or bureaus. The Purchase Order for these services will be issued by the Trust to the laboratory or inspection bureau under one of the City of Oklahoma City's annual contracts for Engineering and Testing Services.
4. The Consultant shall review and recommend approval of testing laboratory claim vouchers.

ARTICLE 7 – EXTRA WORK

No claims for extra work or services of any kind or character, other than those set forth in Article 3, shall be recognized by or be binding on the Trust unless such work or services shall be first approved in writing by the Trust.

For any extra project design services required by the Trust due to changes ordered by the Trust or due to causes beyond the control of the Consultant, the Trust shall pay the Consultant compensation as provided for in Article 5 above.

ARTICLE 8 – WORK SCHEDULE

The Consultant and Trust agrees that time is of the essence for work to be accomplished under this Agreement. The Consultant further agrees to complete reports, project manuals, designs, plans and specifications within the number of days set out in instructions issued by the Director of Airports; however, the Trust will grant a request for a reasonable extension of time if the Consultant submits a request in writing indicating the length of extension required along with satisfactory evidence showing that he is unable to complete this work in the time specified for reasons beyond his control. The Consultant shall not commence any work under this Agreement until authorized in writing as herein provided.

The Consultant shall report to the Trust, at the earliest possible date, any anticipated overruns in connection with the performance of any project or Purchase Order under this Agreement.

ARTICLE 9 – RECORD DRAWINGS

Not later than ninety (90) calendar days after the termination or completion of each Purchase Order, phase, or part thereof under this Agreement, the Consultant will correct the original data-based CADD drawings and show all significant changes in the actual construction included under this Agreement and shall furnish the Trust an electronic copy on CD or file transfer, the appropriate files containing CADD-based (AutoCAD Release 2010) Record Drawing files and one set of full-size prints on 36 lb. paper stock of the corrected original drawings, in accordance with the following:

- A. All electronic deliverables shall be in AutoCAD R2010 format.
- B. The Trust may provide some electronic files to the Consultant. The Consultant is responsible for bringing these files into compliance with the Consultant's standards.
- C. The Consultant shall provide an AutoCAD Standards for Layers to the Trust in electronic and printed media. This will include layer name and layer name description. The color of each layer must be clearly visible on a white background. Yellow is not acceptable. The name of each layer must describe its contents. A series of numbers and letters that do not form words or standard abbreviations is not acceptable.
- D. A cross-reference list of drawing name(s) to database name(s) shall be provided to the Trust with the electronic deliverables. The list shall be in electronic and printed media. Xrefs or referenced drawings, as required, shall be noted as such.
- E. Xrefs or referenced drawings shall be included with the electronic deliverables. They shall only be referenced and not bound into a drawing.
- F. All font and shape files used shall be delivered with the drawing database. No special font or shape file shall be used without approval of the Trust. All approved special font and shape files shall be included in the electronic deliverables.
- G. Standard scaled layouts for each sheet submitted as a hard copy as-built print shall be included in the electronic submission. If, for any reason, multiple sheet sizes are to be submitted, additional layouts for these sizes are required. These layouts shall be considered "ready-to-print" for use as additional copies of the submitted paper as-built drawings.
- H. The Consultant will also furnish the Trust an electronic copy of corrected original specifications in Microsoft Word format, as well as Adobe Acrobat format, with all forms completed and signed, and all basic calculations used in the design, and copies of original field notes on all land surveys.

ARTICLE 10 – STANDARD OF CARE AND CORRECTION PERIOD

The Consultant agrees to and shall perform its services in accordance with generally accepted standards of professional due care, skill, technique, and learning applied by architects and engineers in the performance of similar services under like circumstances, and those imposed under Oklahoma Law, hereafter, the "Standard of Care." For two (2) years thereafter, if the services provided hereunder do not conform to the Standard of Care and the same is reported to the

Consultant by the Trust in writing promptly after recognition thereof, Consultant shall, at no cost to the Trust, furnish all remedial engineering, design or consulting services required in connection therewith as soon as reasonably possible after receipt of such report from the Trust; and Consultant shall be responsible to the extent caused by a breach of the Standard of Care and recoverable under applicable law for the costs to repair, replace, add or delete materials, equipment or facilities to bring said breach to the Standard of Care after completion of the services. Consultant's obligation to correct shall not apply to any defect which results from ordinary wear and tear, mis-operation, corrosion or erosion, noise levels, operating conditions more severe than those contemplated in the original design, or a defect in a process or a third party's mechanical design of the equipment furnished or specified by the Trust or others, or additional materials, equipment or facilities that are added value or betterment to the Agreement. All representation and promises made by the Consultant in connection with its services are limited to those set forth in this paragraph.

ARTICLE 11 – SUSPENSION

The Trust agrees that if any work covered by this Agreement shall be suspended or abandoned, the Trust shall pay the Consultant for services actually rendered on such work an amount mutually agreed upon by the parties hereto, which payment shall be based on the fee as established for projects requested through this Agreement. Provided, however, that the Consultant will be required to furnish supporting data as to the amount of work performed on the project or work order being abandoned or suspended. For projects that are resumed after being suspended for more than 30 days, the Consultant shall be compensated for the inefficiencies incurred with remobilization.

ARTICLE 12 – CANCELLATION AND ASSIGNMENT

The Trust or the Consultant may cancel all or any portion of this Agreement upon one hundred twenty (120) calendar days written notice to the other. Such notice shall be deemed to have been received when deposited in the United States mail, with correct address and sufficient postage thereon. Upon cancellation hereof, Trust will pay the Consultant all fees earned up to date of cancellation and Consultant will turn over to the Trust all documents in his possession pertaining to the services rendered hereunder to include, but not be limited to, all original drawings or Mylar reproduction of same, all basic calculations used in the project, and all original field notes and survey data, which become Trust property by the terms of this Agreement. The Trust and the Consultant each binds himself, his successors, executors, administrators, heirs and assigns to the other. This Agreement cannot be assigned, sublet, or transferred unless approved in writing by the Trust. It is understood and agreed that the Trust may cancel all or any portion of this Agreement for any reason pursuant to this Article and, except for the fees earned to date of cancellation as provided above, the Consultant releases the Trust from and agrees that the Trust, and its officers, employees, servants and agents, shall not be liable to the Consultant, its officers, employees, servants or agents, for any claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever in any way, directly or indirectly, resulting from or arising out of this Agreement or the cancellation of all or any portion thereof by the Trust.

ARTICLE 13 – INDEMNITY AND INSURANCE

- A. **Indemnity.** To the fullest extent permitted by law, the Consultant agrees to release, defend, indemnify, and save harmless the City of Oklahoma City and the Oklahoma City Airport 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 or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Consultant's negligent acts, operations, errors and/or omissions under or in connection with this Agreement, or the Consultant's use and occupancy of any portion of the Agreement 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 Oklahoma City Airport 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 any participating Trust, with counsel satisfactory to the CITY and participating Trust. This section shall survive the expiration of the Agreement. Provided, however the Consultant need not release, defend, indemnify, or save harmless the CITY and the Oklahoma City Airport Trust, or their officers, agents, and employees, from damages or injuries resulting from the negligence of the CITY and the Oklahoma City Airport 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.

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

1. During the term of the Agreement, 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 Worker's Compensation and Professional Liability policies) shall provide that the City of Oklahoma City and the Oklahoma City Airport Trust be named additional insured 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 and included in Exhibit "F." 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.
2. 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.
3. The insurance coverage and limits required of the Consultant under this Agreement 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 Agreement or the possible insurance coverage needed; therefore, the Consultant should seek professional assistance.
4. The Consultant shall provide the Trust the following insurance:
 - a. **Worker's Compensation and Employer's Liability Insurance.** The Consultant shall maintain, during the term of the Agreement, Worker's Compensation Insurance as prescribed by the laws of the state of Oklahoma and Employer's Liability Insurance for all its employees employed at the site of the Agreement, and in case any work is subcontracted, the Consultant shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Consultant. In the event any class of employees engaged in work performed under the Agreement or at the site of the Agreement is not protected under such insurance heretofore mentioned, the Consultant

shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

- b. **Commercial General Liability Insurance.** The Consultant shall carry a policy of Commercial General Liability Insurance, which must include coverage for aviation exposure 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, subcontractor, 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.
- c. **Automobile Liability Insurance** Consultant shall carry insurance covering owned, leased, hired, or other non-owned vehicles to be utilized by Consultant in connection with the performance of this 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, unless other amounts are specified by Oklahoma law, rule, or regulation.
- d. **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 Agreement.
- e. **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 Agreement and/or any field notes, tracings or plans and reports furnished by the Trust for use in analyzing data for preparation of plans on this Agreement, and to furnish and/or 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 Agreement.

ARTICLE 14 – COMPLIANCE WITH ORDINANCES, SPECIFICATIONS, AND REGULATIONS

The Consultant shall comply with all existing codes, ordinances, and administrative regulations of the City of Oklahoma City pertaining in any manner to the construction or maintenance, repairs, and improvements under the provisions of this Agreement.

ARTICLE 15 – PROHIBITION AGAINST COLLUSION

The Consultant warrants that Consultant 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 Agreement. The Consultant further warrants that Consultant 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 Agreement. In addition, the Consultant must execute the Anti/Non-Collusion Affidavit, attached as Exhibit "D," prior to the effective date of this Agreement.

ARTICLE 16 – OWNERSHIP OF DOCUMENTS

All drawings, specifications, computations, sketches, test data, survey results, models, photographs, renderings and other material pertaining to the services rendered hereunder or prepared in connection therewith are the property of the Trust and will be delivered to the Trust upon completion of Capital Improvement Project or repair projects.

The Trust may use materials prepared by the Consultant without reservation. It is understood, however, that the Consultant does not represent such material to be suitable for reuse on any other project or for any other project or for any other purpose.

ARTICLE 17 – AUDIT AND ACCESS TO DOCUMENTS

The Consultant will maintain books, records, documents, and other evidence directly pertinent to the performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied and any applicable federal regulations in effect on the date of execution of this Agreement. The Trust, The City of Oklahoma City, the U.S. Department of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives, will have access to any books, documents, papers, records and other evidence that are directly pertinent to the specific project which is the subject of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. This provision of the Agreement will be in effect for a period of three (3) years following final payment for services rendered under the terms of this Agreement.

ARTICLE 18 – NON-DISCRIMINATION

The Consultant shall comply with all of the following non-discrimination provisions to the extent that Consultant's activities shall be subject to the same. For the purpose of this article, the Consultant is sometimes hereinafter referred to as "Contractor." The Consultant shall also execute the Certificate of Non-Discrimination, attached and incorporated as Exhibit "E," prior to the effective date of this Agreement.

A. General Civil Rights Provisions.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as identified in 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 of Title VI of the Civil Rights Act of 1964.

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

B. Title VI Clauses for Compliance with Nondiscrimination Requirements.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

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

under this Agreement and the [Title VI] Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such [Title VI] Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Agreement, the Trust will impose such contract sanctions [in accordance with any applicable notice and cure provisions provided for in this Agreement] as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding any payments to the Contractor under the Agreement until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of Article 18 B, subparagraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Trust or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Trust to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Agreement, 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;
- 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 § 471, § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (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 (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087(2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq.*).

ARTICLE 19 – EXHIBITS

The following Exhibits are attached to and incorporated into this Agreement:

- | | | |
|-----|-------------|---|
| (1) | EXHIBIT “A” | Trust-Owned Facilities, consisting of four (4) pages. |
| (2) | EXHIBIT “B” | Hourly Billing Rates, consisting of two (2) pages. |
| (3) | EXHIBIT “C” | Duties of Resident Project Representative, consisting of three (3) pages. |
| (3) | EXHIBIT “D” | Anti/Non-Collusion Affidavit, consisting of one (1) page. |
| (4) | EXHIBIT “E” | Certificate of Non-Discrimination, consisting of one (1) page. |
| (5) | EXHIBIT “F” | Certificate of Insurance, consisting of two (2) pages. |

ARTICLE 20 – GENERAL CONDITIONS

- A. Notices, Consents, and Approvals.** Notices or other communications to Trust pursuant to the provisions hereof shall be sufficient if sent by (i) registered or certified mail, postage prepaid, (ii) by a nationally recognized overnight courier, or (iii) facsimile transmission, addressed to the Oklahoma City Airport Trust, c/o Director of Airports, 7100 Terminal Drive, Unit 937, Oklahoma City, Oklahoma 73159-0937, Telecopy (405) 316-3311; and bills, statements and notices or communications to Consultant shall be sufficient and irrefutably deemed received if sent by U. S. Postal Service regular mail, postage prepaid, whether or not actually accepted, or if hand-delivered to Frankfurt-Short-Bruza Associates, P.C., Attn. Mark E. Timbrook, 5801 N. Broadway Extension, Suite 500, Oklahoma City, Oklahoma 73118, or to such respective addresses as the parties may designate in writing from time to time.
- B. Non-Waiver.** The waiver by Trust of any breach of the Consultant of any term, covenant, provision or condition hereof shall not operate as a waiver of any subsequent breach of the same or a waiver of any breach

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

- C. **Binding Effect.** This Agreement shall be binding upon the parties on the dates of its execution by Trust and the Consultant, and shall inure to the benefit of and be binding upon Trust, Consultant, and their respective successors and assigns, if such assignments shall have been made in conformity with the provisions of this Agreement.
- D. **Severability.** In the event any terms, covenants, conditions, or provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term, covenant, condition, or provision hereof.
- E. **Entire Agreement; Modification Hereof.** This Agreement (including the Exhibits hereto) expresses the entire understanding of Trust and the Consultant concerning this Agreement, and all agreements of the Trust and of the Consultant with each other, and neither Trust nor Consultant has made or shall be bound by any contract or any representation to the other which is not expressly set forth in this Agreement (including the Exhibits hereto). This Agreement (including the Exhibits hereto) may be modified only by a written agreement of subsequent date hereto signed by the Trust and the Consultant.
- F. **Execution of Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- G. **Effect of Saturdays, Sundays, and Legal Holidays.** Whenever this Agreement requires any action to be taken on a Saturday, a Sunday, or a legal holiday, such action shall be taken on the first business day occurring thereafter in the place where the action is to be taken. Whenever in this Agreement the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on Saturday, a Sunday or a legal holiday as recognized by the CITY, such time shall continue to run until 11:59 p.m. on the next succeeding business day.
- H. **Descriptive Headings; Table of Contents.** The descriptive headings of the sections of this Agreement and any table of contents annexed thereto or copies hereof are inserted or annexed for convenience of reference only and do not constitute a part of this Agreement, and shall not affect the meaning, construction, interpretation or effect of this Agreement.
- I. **Construction and Enforcement.** This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma in the District Court of Oklahoma County, Oklahoma.
- J. **Construction of Agreement.** In the event of ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party on the basis that such party did or did not author the same.
- K. **Consent not Unreasonably Withheld.** Whenever it is provided herein that the consent of approval of Trust, CITY, or Consultant is required, such consent or approval shall not be unreasonably withheld or delayed unless specifically provided herein.
- L. **Recitals Contractual in Nature.** The parties acknowledge and agree that the recitals as contained hereinabove in this Agreement are contractual in nature and binding on the parties.
- M. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against the Trust, the City of Oklahoma City, or the Consultant.

IN WITNESS WHEREOF, this Contract was executed and approved by the Consultant this 12th day of
March, 20 24.

(Remainder of this page intentionally left blank)

ATTEST:

FRANKFURT-SHORT-BRUZA ASSOCIATES, P.C.:

Emily Averis

Secretary

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

Mark E. Finck

Principal

APPROVAL RECOMMENDED:

Jeff Mulder

Director of Airports



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

ATTEST:

Amy K. Simpson

Trust Secretary



OKLAHOMA CITY AIRPORT TRUST:

Jeff Mulder

Chairman

REVIEWED for form and legality.

Jordan Medaris

Assistant Municipal Counselor/
Attorney for the Trust

EXHIBIT "A"

TRUST-OWNED FACILITIES – Facilities Maintenance Engineering Services Agreement

Buildings and facilities listed below are a comprehensive schedule of Trust-owned Capital Improvements included herein for administrative purposes. Most listed improvements are included in this Facilities Maintenance Engineering Services Agreement. Some are excluded because of tenant lease maintenance agreements, or by other Department of Airports arrangements.

Mike Monroney Aeronautical Center (MMAC) Facility/Building	Location	Building No.	Square Footage
Headquarters Building (HQB)	MMAC	1	161,117
Logistics Support Facility – Warehouse and Shops (LSF)	MMAC	2	720,921
Air Traffic Building (ATB)	MMAC	3	39,389
Flight Inspection Building (FIB)	MMAC	4	31,649
Air Navigational Facilities, Lab. No. 1 (ANF-1)	MMAC	5	69,058
Flight Standards Building (FSB)	MMAC	6	39,807
Radar Antenna Lab	MMAC	8	2,871
Hangar 8	MMAC	9	88,058
Hangar 9	MMAC	10	141,300
Flight Inspection Addition	MMAC	11	18,135
Air Navigational Facilities, Lab. No. 2 (ANF-2)	MMAC	12	75,690
Civil AeroMedical Institute (CAMI)	MMAC	13	214,170
Academy Headquarters (AHQ)	MMAC	14	58,144
Base Maintenance Building (BMB) & Maintenance/Storage Facilities	MMAC	15	86,547
Aviation Records Building (ARB)	MMAC	22	145,460
Systems Training Building (STB)	MMAC	23	111,000
Multi-Purpose Building (MPB)	MMAC	24	228,400
Radar Training Facility (RTF)	MMAC	25	50,597
Systems Training Building Annex	MMAC	26	43,963
Thomas P. Stafford Building and Skywalk (TPSB)	MMAC	27	213,933
Registry Building	MMAC	29	101,913
IATS/Credit Union	MMAC	30	4,024
Paved Open Storage Addition	MMAC	N/A	220,823
Sub-total - MMAC Facilities			2,866,969
FAA, Building #50	Electrical Distribution System		
Line Maintenance Sheds	Gas Distribution System		
Aircraft Parking Apron	Sanitary and Storm Sewer System		
Trust-Owned Street Lights, Parking & Security Lights	Water Distribution System		
Streets and Drives	Fire Hydrants		
	Pedestrian/Utility Tunnels		
Parking Lots	Telephone/Radio		
Sidewalks			

EXHIBIT "A"

TRUST-OWNED FACILITIES – Facilities Maintenance Engineering Services Agreement

Buildings and facilities listed below are a comprehensive schedule of Trust-owned Capital Improvements included herein for administrative purposes. Most listed improvements are included in this Facilities Maintenance Engineering Services Agreement. Some are excluded because of tenant lease maintenance agreements, or by other Department of Airports arrangements.

Will Rogers World Airport (WRWA) Facility/Building	Location	Maintenance Account	Square Footage
Air Cargo Building Annex	WRWA	FMA	12,480
Air Rescue Fire Fighting Station No. 29	WRWA	FMA	16,930
New ARFF	WRWA	FMA	17,359
Field Maintenance Complex	WRWA	FMA	various
Ground Equipment Service Facility (Airlines)	WRWA	FMA	2,000
Hangar 1 (AAR)	WRWA	FMA	71,597
Hangar 1-B (AAR)	WRWA	FMA	41,020
Hangar 1-C (AAR)	WRWA	FMA	37,038
Hangar 2 (AAR)	WRWA	FMA	18,213
Hangar 3 (AAR)	WRWA	FMA	20,000
Hangar 3-A (AAR)	WRWA	FMA	21,043
Hangar 3-B (AAR)	WRWA	FMA	63,598
Industrial Building (Organon Teknika)	WRWA	FMA	116,392
Ninety-Nines, Inc, AOPA Buildings	WRWA	FMA	5,522
Office Bldg. - American Aviation Title & Aviation Title Services (Frame)	WRWA	FMA	2,000
Passenger Terminal Building	WRWA	FMA	530,905
CONRAC Customer Service Building	WRWA		19,532
CONRAC QTA Building No. 1	WRWA	FMA	8,652
CONRAC QTA Building No. 2	WRWA	FMA	7,786
CONRAC QTA Building No. 3	WRWA	FMA	8,624
CONRAC QTA Building No. 4	WRWA	FMA	7,224
GA (AAR) Terminal Building	WRWA	FMA	2,044
Weather Bureau (AAR)	WRWA	FMA	4,249
U. S. Marshals Air Operations Division	WRWA	USMS Maint Acct	66,900
Metro-Tech Aviation Career Center, Ph, I & II	WRWA	Vo-Tech FMA	80,516
Sub-total - WRWA Facilities			1,181,804

Airfield (AOA) Lighting Systems and Vaults	Ground Support Equipment Building - Facilities
Airfield (AOA) Pavements, Runways, Taxiways & Aprons	Landscape Planting & Features
Airport Electrical Distribution & Site Lighting	Miscellaneous Airport Facilities
Airfield Vehicle Service Roads	Parking Garages & Toll Booths
Automatic Gates and AOA Fence	Parking Lots, Surface/Marking/Drives
Fencing & Hand Gates	Sanitary Sewers & Storm Sewers
Fuel Storage Facilities	Water, Domestic & Fire Protection
Airport Roadways and Wayfinding	Telephone / Radio
CONRAC—all pavements, parking canopies, fencing, guardrails, landscape, and wayfinding	CONRAC Fueling Stations and Canopies

EXHIBIT "A" (continued)

TRUST-OWNED FACILITIES – Facilities Maintenance Engineering Services Agreement

Buildings and facilities listed below are a comprehensive schedule of Trust-owned Capital Improvements included herein for administrative purposes. Most listed improvements are included in this Facilities Maintenance Engineering Services Agreement. Some are excluded because of lease agreement terms and conditions providing for tenant maintenance or other Department of Airports arrangement.

Wiley Post Airport (WPA)	Facility / Building Address	Location	Maintenance Account	Square Footage
Hangar 1	5401 Philip J. Rhoads	WPA	FMA	14,649
Hangar 2	5501 Philip J. Rhoads	WPA	FMA	28,100
Hangar 2-B	5503 Philip J. Rhoads	WPA	FMA	9,272
Hangar 2-C	5505 Philip J. Rhoads	WPA	FMA	9,272
Hangar 2-D	5403 Philip J. Rhoads	WPA	FMA	15,600
Hangar 2-E	5405 Philip J. Rhoads	WPA	FMA	14,000
Hangar 2-F	5407 Philip J. Rhoads	WPA	FMA	36,000
Hangar 3	5605 Philip J. Rhoads	WPA	FMA	27,152
Hangar 3-B	5603 Philip J. Rhoads	WPA	FMA	10,850
Hangar 3-C	5601 Philip J. Rhoads	WPA	FMA	10,380
Hangar 3-D	5610 Philip J. Rhoads	WPA	FMA	36,000
Hangar 4	5611 Philip J. Rhoads	WPA	FMA	38,000
Hangar 4-B	5805 Tulakes Ave.	WPA	FMA	10,400
Hangar 4-C	5807 Tulakes Ave.	WPA	FMA	10,400
Hangar 4-D	5809 Tulakes Ave.	WPA	FMA	17,306
Hangar 4-E	5811 Tulakes Ave.	WPA	FMA	17,306
Hangar 5-B	5903 Tulakes Ave.	WPA	FMA	9,000
Hangar 5-C	5905 Tulakes Ave.	WPA	FMA	9,000
Hangar 5-D	5907 Tulakes Ave.	WPA	FMA	9,000
Hangar 5-E	5909 Tulakes Ave.	WPA	FMA	9,000
Hangar 6	7217 MillionAir Drive	WPA	FMA	29,009
Hangar 6-B	7209 MillionAir Drive	WPA	FMA	14,785
Hangar 6-C	7201 MillionAir Drive	WPA	FMA	14,785
Hangar 8 and Annex	7221 N.W. 63rd St.	WPA	FMA	56,455
Hangar 8-A	7209 N.W. 63rd St.	WPA	FMA	14,862
Hangar 9	7201 N.W. 63rd St.	WPA	FMA	33,066
Hangar 10	7401 N.W. 50 th	WPA	FMA	31,250
Hangar 11	7301 N.W. 50 th	WPA	FMA	37,500
Hangar 12	5621 Philip J. Rhoads	WPA	FMA	20,000
Hangar 14	5900 Philip J. Rhoads	WPA	FMA	48,000
Shamrock Building / Medical Gas	5600 Philip J. Rhoads	WPA	FMA	11,432
Terminal Building & Control Tower	5915 Philip J. Rhoads	WPA	FMA	13,299
Office/Shop Building	7102 MillionAir Drive	WPA	FMA	7,782
Shop Building (M1)	6001 N. Rockwell	WPA	FMA	5,650
FAA District Office Building	5919 Philip J. Rhoads	WPA	FMA	24,309
Clarence E. Page Building	5810 Tulakes Ave.	WPA	FMA	5,000
Sub-total - WPA Facilities				735,871

Airfield Lighting (includes electrical vaults)	Runways, Taxiways and Aprons
Airport Grounds	Sanitary / Storm Sewer Systems
Fencing & Gates	Water Distribution Systems
	Streets, Drives, Parking Lots & Signage

EXHIBIT “A” (continued)

TRUST-OWNED FACILITIES – Facilities Maintenance Engineering Services Agreement

Buildings and facilities listed below are a comprehensive schedule of Trust-owned Capital Improvements included herein for administrative purposes. Most listed improvements are included in this Facilities Maintenance Engineering Services Agreement. Some are excluded because of lease agreement terms and conditions providing for tenant maintenance or other Department of Airports arrangement

Clarence E. Page Airport (CEPA)	Facility / Building Address	Location	Maintenance Account	Square Footage
	Hangar 3	CEPA	FMA	24,000
	Hangar 4	CEPA	FMA	28,512
	Hangar 4-A	CEPA	FMA	3,025
	Hangar 4-B	CEPA	FMA	9,900
	Hangar 4-C	CEPA	FMA	9,900
	Hangar 5	CEPA	FMA	18,297
	Hangar 6B	CEPA	FMA	19,760
	Hangar 8	CEPA	FMA	19,760

Sub-total - CEPA Facilities

93,634

Sanitary Sewer System and Building
Runways,, Taxiways & Aprons
Miscellaneous Airport Facilities
Electrical / Generator Building
AOA Perimeter Fence
Airport Maintenance Facilities

EXHIBIT “B”

FSB Wage Rates

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$250
Project Manager, Senior	\$185
Project Manager	\$158
Project Coordinator	\$99
Architect, Senior	\$175
Architect	\$127
Intern Architect	\$109
Interior Designer, Senior	\$162
Interior Designer	\$95
Structural Engineer, Senior	\$175
Structural Engineer	\$137
Structural EIT	\$109
Structural Designer	\$101
Mechanical Engineer, Senior	\$159
Mechanical Engineer	\$132
Mechanical EIT	\$120
Mechanical Designer	\$115
Plumbing Designer	\$101
Fire Protection Engineer, Senior	\$162
Fire Protection Engineer	\$145
Fire Protection Designer	\$135
Electrical Engineer, Senior	\$173
Electrical Engineer	\$133
Electrical EIT	\$114
Electrical Designer	\$104
Communication Specialist/RCDD	\$126
Civil Engineer, Senior	\$216
Civil Engineer	\$173
Civil EIT	\$101
Civil Designer	\$126
CADD Technician, Senior	\$95
CADD Technician	\$78
Construction Representative, Senior	\$153
Construction Representative	\$140
Clerical, Senior	\$103

EXHIBIT “B”

MacArthur Associated Consultants, LLC. Wage Rates

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$253.66
Project Manager	\$222.34
Project Engineer	\$162.34
Engineer Intern	\$104.79
Design Tech III	\$139.91
Design Tech II	\$120.66
Design Tech I	\$86.83
Clerical	\$89.81
Environmental Specialist	\$133.51
Land Surveyor	\$207.33
Survey Tech II	\$133.44
Survey Tech I	\$102.72
Survey Crew Chief II	\$119.37
Survey Crew Chief I	\$100.52
Survey Instr Operator	\$59.68
Survey Crew – 2 Person	\$190.00
Transportation Specialist	\$128.79
Construction Inspector, Senior	\$131.93
Construction Inspector	\$91.10

EXHIBIT "C"

DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

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 on-site work shall in general be only with the Consultant and 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.**
 - i. Serve as the Consultant's liaison with the contractor(s) superintendent(s) and assist him in understanding the intent of the Agreement Documents. Assist the Consultant in serving as the Trust's liaison with the contractor(s) when the contractor's operations affect the Trust's on-site operations.
 - ii. 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.**
 - i. Receive and record date of receipt of Shop Drawings and samples, receive samples, which are furnished at the site by the contractor(s), and notify the Consultant of their availability for examination.
 - ii. Advise the Consultant and 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.**
 - i. Conduct on-site observations of the work in progress to assist the Consultant in determining if the work is proceeding in accordance with the Agreement Documents and that completed work will conform to the Agreement Documents.
 - ii. Report to the Consultant whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Agreement 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.

- iii. Verify that tests, equipment, and systems start-ups and operating and maintenance instructions are conducted as required by the Agreement 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.
- iv. 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 Agreement Documents.** Transmit to contractor(s) the Consultant's clarifications of the Agreement Documents.

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

H. **Records.**

- i. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Agreement Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Agreement Documents, progress reports, and other Project-related documents.
- ii. 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.
- iii. 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.
- iv. Records names, addresses, and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

I. **Report.**

- i. 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.
- ii. Consult with the Consultant in advance of scheduled major tests, inspections or start of important phases of the work.
- iii. 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.**
- i. Before the Trust issues a Certificate of Substantial Completion, Consultant shall submit to contractor(s) and Trust a list of observed items requiring completion or correction.
 - ii. Conduct final inspection in the company of the Consultant, Trust, and contractor(s) and prepare a final list of items to be completed or corrected and estimate the value of outstanding items.
 - iii. Verify that all items on final list have been completed or corrected and make recommendations to the Trust concerning acceptance.

3. **LIMITATIONS OF AUTHORITY**

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

- 1. Will not authorize any deviation from the Agreement Documents or approve any substitute materials or equipment.
- 2. Will not exceed limitations on the Consultant's authority as set forth in the Agreement 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 Agreement 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 Representation Services shall be in accordance with fees set forth in Exhibit "B" herein.

EXHIBIT "E"

CERTIFICATE OF NON-DISCRIMINATION

Facilities Maintenance Engineering Agreement

Frankfurt-Short-Bruza Associates, P.C.

State of _____)
County of _____) SS.

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

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

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

Printed name of the Consultant: _____

Signature of executing individual: _____

Title: _____

Address of the Consultant _____ Zip Code _____

(A.C.) Tel. Number and (FAX No.) _____

Signed and sworn to before me on this _____ day of _____, 20____, by

_____.

Notary Public

My Commission Expires/Commission Number:
_____/_____(Seal)

(49 Okla.Stat. 1985 § 119)

ISSUE DATE: _____



**OKLAHOMA CITY AIRPORT TRUST
CERTIFICATE OF INSURANCE**

PROJECT OR CONTRACT
NUMBER: OCAT City of OKC

PRODUCER

ADDRESS

INSURED

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.

COMPANIES AFFORDING COVERAGE

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	
GENERAL LIABILITY _____ 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)	
AUTOMOBILE LIABILITY _____ 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	
WORKER'S COMPENSATION AND EMPLOYER LIABILITY Standard Compliance for the State of Oklahoma				EACH ACCIDENT	
				DISEASE - POLICY LIMIT	
				DISEASE - EACH EMPLOYEE	
VALUABLE PAPERS INSURANCE (If required by Contract)					
EXCESS LIABILITY (If required by Contract)				EACH OCCURENCE	
				AGGREGATE	
OTHER (If required by Contract)					

DESCRIPTION OF OPERATIONS/VEHICLES/SPECIAL ITEMS

THE CITY OF OKLAHOMA CITY, THE OKLAHOMA CITY AIRPORT TRUST, AND [A/E Company Name] ARE ADDITIONAL INSURED, WITH RESPECT TO LIABILITY, ARISING OUT OF THE PROJECT OR EVENT.
(Project Engineer)

THE CITY OF OKLAHOMA CITY, AND THE OKLAHOMA CITY AIRPORT TRUST ARE LOSS PAYEES ON VALUABLE PAPERS INSURANCE.

CERTIFICATE HOLDER(S)
 The City of Oklahoma City,
 the Oklahoma City Airport Trust, and
 [A/E Company Name] (Project Engineer)
 7100 Terminal Drive, Unit 937
 Oklahoma City, OK 73159-0937

CANCELLATION

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.

AUTHORIZED REPRESENTATIVE SIGNATURE

TELEPHONE NUMBER ()

(PLEASE READ CAREFULLY)

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

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.