

## **AMENDMENT NO. 4 TO THE CONTRACT FOR PROFESSIONAL SERVICES**

This Amendment No. 4 to the Contract for Professional Services ("Amendment No. 4") is made and entered into this 24th day of February, 2022, by and between the Trustees of the Oklahoma City Airport Trust ("TRUST"), a public trust whose primary beneficiary is The City of Oklahoma City ("CITY"), and Cowan Group Engineering, LLC. ("CONSULTANT"), an Oklahoma limited liability company.

### **WITNESSETH:**

**WHEREAS**, the Trust intends to construct certain improvements to airport facilities at Will Rogers World Airport ("Airport"), identified as:

**PROJECT No. OCAT WRWA 1904  
"REHABILITATE TERMINAL ACCESS ROADWAYS"  
WILL ROGERS WORLD AIRPORT**

hereinafter referred to as the "Project"; and

**WHEREAS**, the TRUST and the CONSULTANT entered into a Contract for Professional Services (Contract) for this Project on July 26, 2018, whereby the CONSULTANT would provide professional services related to the study and analysis of alternatives for improvements for roadways whose purpose it is to provide access for passengers and cargo to and from the Terminal Area of Will Rogers World Airport, to include analysis of pavement repairs, capacity of the roadways for current and future traffic, signalization improvements, drainage improvements and landscaping; and

**WHEREAS**, Phase 1 of the Project for full depth repair of Terminal Drive from SW 54<sup>th</sup> St. to just north of the intersection with Amelia Earhart Lane, and then continuing along Terminal Drive from just south of Amelia Earhart Lane toward the Terminal Building, has been completed; and

**WHEREAS**, the Project includes future phases to repair parts of the ground transportation plaza in front of the Terminal building, the outbound portion of Terminal Drive, and other roadways at Will Rogers World Airport; and

**WHEREAS**, these future phases will be eligible to be funded at up to 90% through the Federal Aviation Administration's (FAA) grant funding sources; and

**WHEREAS**, the TRUST and CONSULTANT desire to amend the Contract, adding Phase 2 to the scope of the Project, for Basic Services, Additional Services, and Reimbursable Expenses for the design for repair of the south portion of Terminal Drive outbound from the Terminal Building, and

**WHEREAS**, the TRUST and CONSULTANT desire to further amend the Contract, adding Phase 3 to the scope of the Project, for repair of the north portion of Terminal Drive outbound from the Terminal Building including the intersection with Amelia Earhart Lane, including conceptual design as part of this Amendment No. 4, with additional design services, bidding services, and construction administration services anticipated as part of future amendments; and

**WHEREAS**, this Amendment No. 4 adds a total of \$239,200 to the Contract as follows: \$137,600 for Basic Services, \$89,900 for Additional Services, and \$11,700 for Reimbursable Expenses.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the covenants contained herein, the TRUST and CONSULTANT agree as follows:

- I. **AMENDMENT OF SECTION 7.** Section 7 ("Work Schedule") of the Contract is hereby amended by the deletion of letters, numbers, and characters scored through, and by the addition of letters, numbers, and characters italicized, as follows:

7. **Work Schedule.** The Consultant shall proceed with the provision of work and/or services for this Contract upon receipt of notices to proceed from the Director of Airports. The Consultant shall complete and submit the Preliminary Report Services - Task 1 within one hundred fifty (150) calendar days of date of written notice to proceed from the Director of Airports (for engineering services contracts, this work order includes completion and submittal of the limited ownership list within thirty (30) calendar days of the date of the notice to proceed). The Trust will endeavor to review and return comments and/or corrections (if any) to the Consultant within thirty (30) calendar days from date of receipt of the Preliminary Report from the Consultant.

Upon amendment to the contract, the Consultant shall complete and submit the Final Plan Services - Task 2 within sixty-five (65) calendar days of date of approval of the amendment by the Consultant and the Trust. The Trust will endeavor to review and return comments and/or corrections (if any) to the Consultant within seven (7) calendar days from date of receipt of the documents from the Consultant. Subsequently, the Consultant shall return the corrected documents along with check print copies (if applicable) within seven (7) calendar days from date of the Trust's transmittal letter directing corrections.

*The Consultant shall proceed with the provision of work and/or services as described in Exhibits A.2, B.2 and C.2 of this Contract upon receipt of notice to proceed from the Director of Airports. The Consultant shall complete and submit the Final Plan Services, - Task 2 within one hundred twenty (120) calendar days of date of approval of the amendment by the Consultant and the Trust. The Trust will endeavor to review and return comments and/or corrections (if any) to the Consultant within seven (7) calendar days from date of receipt of the documents from the Consultant. Subsequently, the Consultant shall return the corrected documents along with check print copies (if applicable) within seven (7) calendar days from date of the Trust's transmittal letter directing corrections.*

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

- II. **ADDITION OF EXHIBIT A.2.** Exhibit A.2 (BASIC SERVICES-PHASE 2) is attached hereto and incorporated herein.
- III. **ADDITION OF EXHIBIT B.2.** Exhibit B.2 (ADDITIONAL SERVICES-PHASE 2) is attached hereto and incorporated herein.
- IV. **ADDITION OF EXHIBIT C.2.** Exhibit C.2 (COMPENSATION-PHASE 2) is attached hereto and incorporated herein.
- V. **ADDITION OF EXHIBIT A.3.** Exhibit A.3 (BASIC SERVICES-PHASE 3) is attached hereto and incorporated herein.
- VI. **ADDITION OF EXHIBIT B.3.** Exhibit B.3 (ADDITIONAL SERVICES-PHASE 3) is attached hereto and incorporated herein.
- VII. **ADDITION OF EXHIBIT C.3.** Exhibit C.3 (COMPENSATION-PHASE 3) is attached hereto and incorporated herein.

**VIII. CONTINUING EFFECT.** Except as provided in this Amendment No. 4, all items, provisions, and conditions of the original Contract as amended in Amendment Nos. 1 through 3 shall remain in full force and effect; and the provisions of this Amendment No. 4 shall become a part of the original Contract as if fully set forth therein.

IN WITNESS WHEREOF, the parties have hereto caused this Amendment No. 4 to the Contract for Professional Services to be executed as of the day first written above.

COWAN GROUP ENGINEERING, LLC:

Jeff Cowan  
CEO

Title: \_\_\_\_\_

ATTEST:

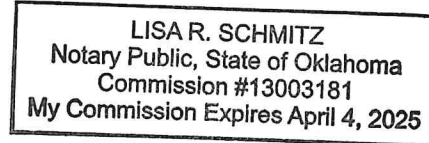
STATE OF OKLAHOMA )  
COUNTY OF Oklahoma ) SS.

This instrument was acknowledged before me on the 17<sup>th</sup> day of February, 2022, by Jeff Cowan as CEO of Cowan Group Engineering, LLC.

Lisa R. Schmitz  
Notary Public

My Commission Expires/Commission Number:

April 4, 2025 / 13003181 (Seal)



RECOMMENDED FOR APPROVAL:

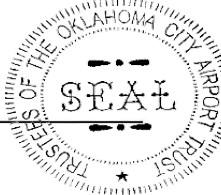
Jeff Mulder  
Director of Airports

IN WITNESS WHEREOF, this Contract was approved by the Trustees of the Oklahoma City Airport Trust this 24<sup>th</sup> day of February, 2022

OKLAHOMA CITY AIRPORT TRUST:

ATTEST:

Amy K. Simpson  
Trust Secretary



Amy Salmon  
Chairman/Trustee

REVIEWED for form and legality.

Amy Douglas  
Assistant Municipal Counselor/  
Attorney for the Trust

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

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

Project will be located at Will Rogers World Airport

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

**SCOPE OF SERVICES**

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

**Preliminary Report Services – Task 1**

*Task Completed*

**Final Plan Services – Task 2**

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

**Preliminary Design**

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

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

#### Final Design

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

### **Bidding Services – Task 3**

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

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

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

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

Prepare record drawings (as required).

### **Additional Services**

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

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

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

### **Reimbursable Expenses**

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

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

Refer to C.2.3. Reimbursable Expenses

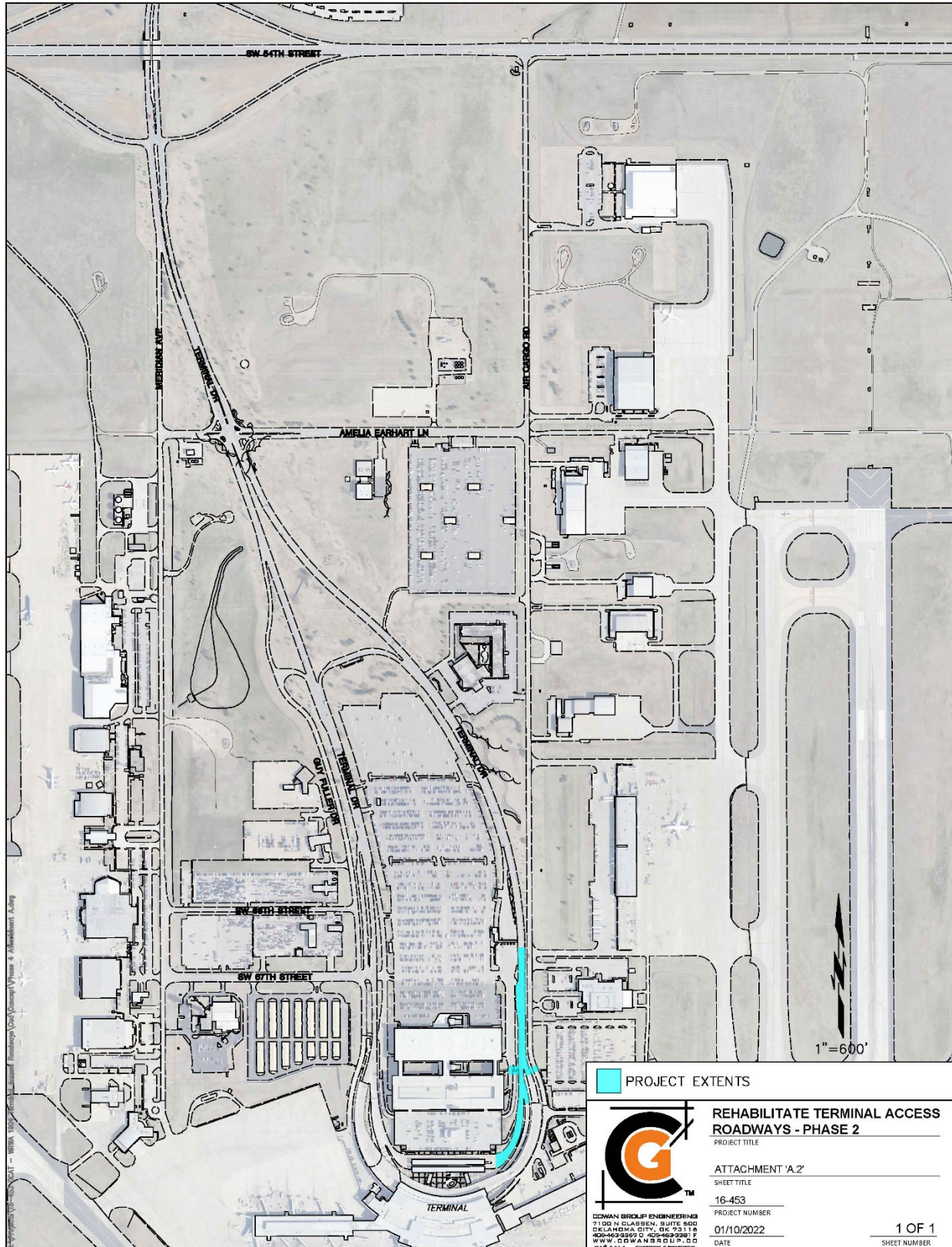
#### **C.2.3.2 Topographical Survey**

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

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

Refer to C.2.3. Reimbursable Expenses





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

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

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

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

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

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

Under the terms of this Contract, the Consultant agrees to perform the work and services described in this Contract. The Project's preliminary estimated construction cost for Phase 2 is \$ 1,337,000 . The Trust agrees, in accordance with the limitations and conditions set forth in the Contract, to pay the Consultant an amount not to exceed \$ 189,200 ( 14.2 % of the preliminary estimated construction cost), which includes: for Basic Services, an amount not to exceed \$ 137,600 ; for Additional Services, an amount not to exceed \$ 39,900 ; and for Reimbursable Expenses, an amount not to exceed \$ 11,700 ; all of which are specifically set forth in this Exhibit C.

**C.2.1 Basic Services**

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

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

Task 1 an amount not to exceed:

\$ N/A ( N/A %)

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

Task 2 an additional amount not to exceed:

\$ 93,300 ( 67.8 %)

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

Task 3 an amount not to exceed:

\$ 8,200 ( 6.0 %)

Award of the construction contract to the successful Bidder.

Task 4 an amount not to exceed:

\$ 26,900 ( 19.5 %)

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

Task 5 an amount not to exceed:

\$ 9,200 ( 6.7 %)

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

### **C.2.2 Additional Services**

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

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

<b><u>CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Principal	\$260.00
Associate	\$224.00
Client Manager	\$204.00
Team Lead	\$191.00
Project Manager	\$185.00
Project Engineer III	\$174.00
Project Engineer II	\$165.00
Project Engineer I	\$153.00
Engineer Level II	\$142.00
Engineer Level I	\$130.00
Engineering Technician II	\$123.00
Engineering Technician I	\$112.00
CAD Technician	\$100.00
GIS Technician I	\$78.00
Survey Technician I	\$78.00
Survey Technician II	\$92.00
Survey Manager	\$158.00
Survey Crew - One-Man	\$138.00
Survey Crew - Two-Man	\$215.00
Survey Crew - Scanner	\$297.00
Construction Services Administrator	\$148.00
Resident Project Representative Manager	\$191.00
Resident Project Representative II	\$118.00
Resident Project Representative I	\$109.00
Administrative	\$112.00
Clerical	\$80.00
Intern	\$54.00
Sr. Principal Landscape Architect	\$175.00
Principal / Sr. Landscape Architect	\$150.00
Staff Landscape Designer	\$135.00
Traffic Principal	\$275.00
Traffic Senior Project Manager	\$220.00
Traffic Project Manager	\$175.00
Traffic Senior Engineer	\$160.00
Traffic Project Engineer	\$140.00

Traffic Sr. Engineering Designer	\$120.00
Traffic Engineering Designer	\$105.00
Traffic Senior ITS System Designer	\$175.00
Traffic ITS System Designer	\$130.00
Traffic CAD Designer	\$95.00
Traffic Senior Technician	\$120.00
Traffic Technician	\$75.00

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

Miscellaneous Additional Services: Total costs for Miscellaneous Additional Services shall not exceed an amount of \$ 0.00 . Provided, however, that the Trust, at its sole discretion, may authorize additional funds to the Project for payment of Additional Services in excess of the maximum limitation amount(s) as set forth above.

### **C.2.3 Reimbursable Expenses**

1. **Extra Printing and Reproduction.** Printing and reproduction of any reports, studies and final drawings, specifications, and cost estimates required by the Trust in excess of those as set forth in Section 2 of the Contract will be reimbursed at the actual cost thereof when printed by the Consultant. When documents are printed by others, an administrative fee of not to exceed five percent (5%) percent may be added to the cost of reproduction and printing. Costs for these expenses will not exceed a total amount of \$ 2,000 without prior approval of the Trust.
2. **Boundary, Site, and Topographical Surveys.** The Consultant may self-perform or use contract land surveyors to perform land surveys necessary for development of plans. Such work is not part of the Consultant's professional fees and Consultant will be reimbursed for such work by the Trust. Invoices for land survey work will be accepted, reviewed, and certified by the Consultant and submitted separately to the Trust as a separate line item on claim vouchers. Total costs for land surveying shall not exceed an amount of \$ 9,700. Provided, however, that the Trust, at its sole discretion, may authorize additional funds to the Project for payment of surveying costs and charges in excess of the maximum limitation amount as set forth above.
3. **Transportation, Lodging, and Subsistence.** Expense of transportation when traveling out of state in connection with the Project will be reimbursed at the actual cost of transportation (Coach Class) plus actual cost of lodging and subsistence; provided such cost of lodging and subsistence shall not exceed the amount authorized in Federal Travel Regulations ("FTR"), Chapters 300-304, in effect on the date of this Contract and as subsequently amended. The total cost of transportation, lodging and subsistence for this Project shall not exceed \$ 0.00.

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

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

Project will be located at Will Rogers World Airport

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

**SCOPE OF SERVICES**

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

**Preliminary Report Services – Task 1**

TBD

**Final Plan Services – Task 2**

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

Preliminary Design

TBD

Final Design

TBD

**Bidding Services – Task 3**

TBD

**Construction Administration Services – Task 4**

TBD

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

Prepare record drawings (as required).

### **Additional Services**

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

### **Reimbursable Expenses**

TBD



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

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

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

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

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

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

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

**C.3.1 Basic Services**

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

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

Task 1 an amount not to exceed:

\$ TBD (\_\_\_\_%)

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

Task 2 an additional amount not to exceed:

\$ TBD (\_\_\_\_%)

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

Task 3 an amount not to exceed:

\$ TBD (\_\_\_\_%)

Award of the construction contract to the successful Bidder.

Task 4 an amount not to exceed:

\$ TBD (\_\_\_\_%)

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

Task 5 an amount not to exceed:

\$ TBD (\_\_\_\_%)

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

### **C.3.2 Additional Services**

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

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

<b><u>CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
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Associate	\$224.00
Client Manager	\$204.00
Team Lead	\$191.00
Project Manager	\$185.00
Project Engineer III	\$174.00
Project Engineer II	\$165.00
Project Engineer I	\$153.00
Engineer Level II	\$142.00
Engineer Level I	\$130.00
Engineering Technician II	\$123.00
Engineering Technician I	\$112.00
CAD Technician	\$100.00
GIS Technician I	\$78.00
Survey Technician I	\$78.00
Survey Technician II	\$92.00
Survey Manager	\$158.00
Survey Crew - One-Man	\$138.00
Survey Crew - Two-Man	\$215.00
Survey Crew - Scanner	\$297.00
Construction Services Administrator	\$148.00
Resident Project Representative Manager	\$191.00
Resident Project Representative II	\$118.00
Resident Project Representative I	\$109.00
Administrative	\$112.00
Clerical	\$80.00
Intern	\$54.00
Sr. Principal Landscape Architect	\$175.00
Principal / Sr. Landscape Architect	\$150.00
Staff Landscape Designer	\$135.00
Traffic Principal	\$275.00
Traffic Senior Project Manager	\$220.00
Traffic Project Manager	\$175.00
Traffic Senior Engineer	\$160.00
Traffic Project Engineer	\$140.00

Traffic Sr. Engineering Designer	\$120.00
Traffic Engineering Designer	\$105.00
Traffic Senior ITS System Designer	\$175.00
Traffic ITS System Designer	\$130.00
Traffic CAD Designer	\$95.00
Traffic Senior Technician	\$120.00
Traffic Technician	\$75.00

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

Miscellaneous Additional Services: Total costs for Miscellaneous Additional Services to provide conceptual design for Terminal Drive (inbound and outbound), Amelia Earhart Drive and subject intersection including roadway realignment, intersection layouts, traffic flow, landscape concepts, and probably construction cost estimates, shall not exceed an amount of \$50,000 . Provided, however, that the Trust, at its sole discretion, may authorize additional funds to the Project for payment of Additional Services in excess of the maximum limitation amount(s) as set forth above.

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

1. **Extra Printing and Reproduction.** Printing and reproduction of any reports, studies and final drawings, specifications, and cost estimates required by the Trust in excess of those as set forth in Section 2 of the Contract will be reimbursed at the actual cost thereof when printed by the Consultant. When documents are printed by others, an administrative fee of not to exceed five percent (5%) percent may be added to the cost of reproduction and printing. Costs for these expenses will not exceed a total amount of \$ 0.00 without prior approval of the Trust.
2. **Boundary, Site, and Topographical Surveys.** The Consultant may self-perform or use contract land surveyors to perform land surveys necessary for development of plans. Such work is not part of the Consultant's professional fees and Consultant will be reimbursed for such work by the Trust. Invoices for land survey work will be accepted, reviewed, and certified by the Consultant and submitted separately to the Trust as a separate line item on claim vouchers. Total costs for land surveying shall not exceed an amount of \$ 0.00 . Provided, however, that the Trust, at its sole discretion, may authorize additional funds to the Project for payment of surveying costs and charges in excess of the maximum limitation amount as set forth above.
3. **Transportation, Lodging, and Subsistence.** Expense of transportation when traveling out of state in connection with the Project will be reimbursed at the actual cost of transportation (Coach Class) plus actual cost of lodging and subsistence; provided such cost of lodging and subsistence shall not exceed the amount authorized in Federal Travel Regulations ("FTR"), Chapters 300-304, in effect on the date of this Contract and as subsequently amended. The total cost of transportation, lodging and subsistence for this Project shall not exceed \$ 0.00 .