

CHICKASHA MUNICIPAL AIRPORT AUTHORITY

AGENDA
LOCATION OF MEETING
CITY HALL COUNCIL CHAMBERS
117 NORTH FOURTH STREET
CHICKASHA, OKLAHOMA 73018

TIME OF MEETING
6:30 PM

DATE OF MEETING
JUNE 20, 2023

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission or committee.

1. **Call to Order / Roll Call.**
2. **Consent Docket:**
 - a. Acceptance of the Minutes of the June 5, 2023 regular meeting.
 - b. Acceptance of the Claims List.
 - c. Accept and ratify Resolution 2023-14R amending the FY 22-23 Budget.
3. **Discussion/Approval of Items Removed from Consent Docket:**
4. **Consideration and Discussion Items:**

- a. Discussion, consideration, and possible action to award Bid CAA-2301 - Rehabilitation Runway 18/36 and Taxiways to Tri-City Seal Co. Inc. in the amount of \$465,899.29
- b. Discussion, consideration, and possible action to authorize the Mayor enter into and to execute the Oklahoma Aeronautics Commission State Grant Application for the State Project #CHK-23-S - Rehabilitation of Runway 18/36 and Taxiways for an amount not to exceed \$589,475.00.
- c. Discussion, consideration, and possible action to authorize the Mayor to execute Task Order No. 3 with Parkhill for Professional Services OAC CHK-23-S Rehabilitate Runway 18.36 and Taxiways for Chickasha Municipal Airport.

5. Motion for Adjournment.



City of
CHICKASHA

Meeting Type: CMAA Agenda 6-20-2023

Meeting Date: 6/20/2023

Department: City Clerk

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of the Minutes of the June 5, 2023 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Minutes of the June 5, 2023 regular meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Susan M. McDaniel, CMC

Meeting Date:

June 20, 2023

Fund	Account	Amount
(To)		
FUND	ACCOUNT	AMOUNT
(From)		

V. ATTACHMENTS:

1. CMAA 6-5-2023

June 5, 2023

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AIRPORT AUTHORITY** was held in the council chambers in city hall on the 5th day of June 2023 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Chairman Mosley called the meeting to order at 8:46 p.m.

ITEM 1.

Call to Order / Roll Call:

CHAIRMAN AND TRUSTEES

PRESENT:

Chris Mosley, Chairman
Zachary Grayson, Vice Chairman
Kea Ginn
Georgianne Hebblethwaite
R. P. Ashanti-Alexander
Rick Croslin
Kelly Boyd
Brian Gerdes

ABSENT:

Oscar Nelson

STAFF

PRESENT:

Keith Johnson, City Manager
Amanda Mullins, City Attorney
Susan M. McDaniel, City Clerk
G. G. Music, Police Chief
Tony Samaniego, Fire Chief
Elaine Jensen, Finance Director
Robert Brooks, Staff Accountant+
Lillie Huckaby, Library Director
Spencer Winzenried, Parks & Rec Director
Rachel Bernish, Community Development Director
Shae Mortimer, Marketing and Civic Engagement Manager

ITEM 2.

Consent Docket: ITEM 2a – ITEM 2b.

**ITEM 2a.
ITEM 2b.**

**Acceptance of the Minutes of May 15, 2023, regular meeting.
Acceptance of the Claims List.**

TIME 8:46 P.M.

*Motion by Trustee Ashanti-Alexander, second by Trustee Grayson to approve Items 2a – 2b.

Roll call vote:

Ayes:” Boyd, Gerdes, Ginn, Hebblethwaite, Grayson, Ashanti-Alexander, Croslin, and Mosley.

“Nays:” None

“Abstain:” None

Motion carried. 8-0

ITEM 3. **Discussion / Approval of Items Removed from Consent Docket:**

No action taken on Item 3.

ITEM 4. **Motion to Adjourn.**

*Motion by Trustee Ashanti-Alexander, second by Trustee Hebblethwaite to adjourn.

Meeting adjourned.

TIME: 8:47 PM

Approved this 20th day of June 2023.

Chris Mosley, Chairman

(ATTEST)

Susan M. McDaniel, CMC
City Clerk



City of
CHICKASHA

Meeting Type: CMAA Agenda 6-20-2023

Meeting Date: 6/20/2023

Department: Finance

Agenda Item No. 2.b.

AGENDA ITEM: Acceptance of the Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: June 20, 2023]	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMAA Agenda 6-20-2023

Meeting Date: 6/20/2023

Department: Finance

Agenda Item No. 2.c.

AGENDA ITEM: Accept and ratify Resolution 2023-14R amending the FY 22-23 Budget.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept and ratify Resolution 2023-14R amending the FY 22-23 Budget.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: June 20, 2023	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMAA Agenda 6-20-2023

Meeting Date: 6/20/2023

Department: Administration

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration, and possible action to award Bid CAA-2301 - Rehabilitation Runway 18/36 and Taxiways to Tri-City Seal Co. Inc. in the amount of \$465,899.29

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Award Bid CAA-2301 - Rehabilitation Runway 18/36 and Taxiways to Tri-City Seal Co. Inc. in the amount of \$465,899.29

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Keith Johnson, City

Manager/Airport Manager

Meeting Date:

June 20, 2023

Fund	Account	Amount
(To)		
FUND	ACCOUNT	AMOUNT
(From)		

V. ATTACHMENTS:

1. CHK-Recommendation of Contract Award



May 31, 2023

Honorable Mayor and Council
City of Chickasha
117 N. 4th St.
Chickasha, Oklahoma 73018

RE: Recommendation of Contract Award
Rehabilitate Runway 18/36 and Taxiways
OAC CHK-23-S
Chickasha Municipal Airport

Honorable Mayor and Council:

Construction bids for the referenced project were received on April 5, 2023. A detailed tabulation of bids is enclosed.

The Oklahoma Aeronautics Commission has subsequently approved a 95% grant to the City for this project, subject to receipt of a grant application.

We recommend that the Base Bid and Alternates 1, 2, 3, and 4 be awarded to Tri-City Seal Co., Inc. in the amount of \$465,899.29.

We appreciate the opportunity to work with the City of Chickasha on this important project.

Sincerely,
Parkhill

A handwritten signature in blue ink that reads "Toby J. Baker".

Toby Baker, P.E.
Aviation Team Leader



Rehabilitate Runway 18/36 and Taxiways

Chickasha Municipal Airport

Chickasha, Oklahoma

10:00 a.m., Wednesday, April 5, 2023

OAC CHK-23-S

				PARKHILL		Tri-City Seal Co., Inc		Nash Construction Company	
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID									
1	MOBILIZATION	1	LS	\$ 25,000.00	\$25,000.00	\$ 10,000.00	\$10,000.00	\$ 5,270.00	\$5,270.00
2	LOW PROFILE FLAG AND FLASHER BARRICADES	1	LS	\$ 6,000.00	\$6,000.00	\$ 3,000.00	\$3,000.00	\$ 15,958.00	\$15,958.00
3	REMOVE AND REPLACE 6" P.C. CONCRETE SURFACE	85	CY	\$ 700.00	\$59,500.00	\$ 1,345.66	\$114,381.10	\$ 650.00	\$55,250.00
4	SAW, CLEAN AND SEAL JOINTS	39000	LF	\$ 3.50	\$136,500.00	\$ 2.02	\$78,780.00	\$ 4.20	\$163,800.00
5	SAW, CLEAN AND SEAL JOINTS GREATER THAN 1 INCH	1450	LF	\$ 5.00	\$7,250.00	\$ 6.08	\$8,816.00	\$ 6.00	\$8,700.00
6	ROUT, CLEAN AND SEAL CRACKS (CONCRETE)	55	LF	\$ 8.00	\$440.00	\$ 1.80	\$99.00	\$ 10.00	\$550.00
7	REFLECTIVE MARKING (WITH GLASS BEADS)	3200	SF	\$ 10.00	\$32,000.00	\$ 2.67	\$8,544.00	\$ 2.75	\$8,800.00
8	NON-REFLECTIVE MARKING	6300	SF	\$ 8.00	\$50,400.00	\$ 2.29	\$14,427.00	\$ 2.00	\$12,600.00
9	THIRD PARTY INSURANCE	1	LS	\$ -	\$0.00		\$0.00	\$ 660.00	\$660.00
	BASE BID TOTAL				\$317,090.00		\$238,047.10		\$271,588.00
ALTERNATE NO. 1									
10	RUNWAY CLOSED CROSSES	1	LS	\$ 5,000.00	\$5,000.00	\$ 2,500.00	\$2,500.00	\$ 4,451.00	\$4,451.00
11	REMOVE AND REPLACE 6" P.C. CONCRETE SURFACE	37	CY	\$ 725.00	\$26,825.00	\$ 1,045.77	\$38,693.49	\$ 650.00	\$24,050.00
12	SAW, CLEAN AND SEAL JOINTS	2900	LF	\$ 3.50	\$9,800.00	\$ 5.15	\$14,420.00	\$ 4.20	\$11,760.00
13	ROUT, CLEAN AND SEAL CRACKS (CONCRETE)	185	LF	\$ 8.00	\$1,480.00	\$ 1.80	\$333.00	\$ 10.00	\$1,850.00
	ALTERNATE NO. 1 TOTAL				\$43,105.00		\$55,946.49		\$42,111.00
ALTERNATE NO. 2									
14	REMOVE AND REPLACE 6" P.C. CONCRETE SURFACE	19	CY	\$ 725.00	\$13,775.00	\$ 1,126.82	\$21,409.58	\$ 650.00	\$12,350.00
15	SAW, CLEAN AND SEAL JOINTS	300	LF	\$ 3.50	\$1,050.00	\$ 8.11	\$2,433.00	\$ 4.20	\$1,260.00
	ALTERNATE NO. 2 TOTAL				\$14,825.00		\$23,842.58		\$13,610.00
ALTERNATE NO. 3									
16	REMOVE AND REPLACE 6" P.C. CONCRETE SURFACE	16	CY	\$ 725.00	\$11,600.00	\$ 1,126.82	\$18,029.12	\$ 650.00	\$10,400.00
	ALTERNATE NO. 3 TOTAL				\$11,600.00		\$18,029.12		\$10,400.00
ALTERNATE NO. 4									
17	MARKING REMOVAL	46000	SF	\$ 1.00	\$46,000.00	\$ 0.71	\$32,660.00	\$ 0.75	\$34,500.00
18	REFLECTIVE MARKING (WITH GLASS BEADS)	35900	SF	\$ 2.50	\$89,750.00	\$ 2.13	\$76,467.00	\$ 2.06	\$73,954.00
19	NON-REFLECTIVE MARKING	10100	SF	\$ 2.00	\$20,200.00	\$ 2.07	\$20,907.00	\$ 2.00	\$20,200.00
	ALTERNATE NO. 4 TOTAL				\$155,950.00		\$130,034.00		\$128,654.00
	BASE BID				\$317,090.00		\$238,047.10		\$271,588.00
	ALTERNATE NO. 1				\$43,105.00		\$55,946.49		\$42,111.00
	ALTERNATE NO. 2				\$14,825.00		\$23,842.58		\$13,610.00
	ALTERNATE NO. 3				\$11,600.00		\$18,029.12		\$10,400.00
	ALTERNATE NO. 4				\$155,950.00		\$130,034.00		\$128,654.00
	BASE BID, ALTERNATE 1, 2, 3, 4 TOTAL				\$542,570.00		\$465,899.29		\$466,363.00

Denotes arithmetic correction

Toby J. Baker



City of
CHICKASHA

Meeting Type: CMAA Agenda 6-20-2023

Meeting Date: 6/20/2023

Department: Administration

Agenda Item No. 4.b.

AGENDA ITEM: Discussion, consideration, and possible action to authorize the Mayor enter into and to execute the Oklahoma Aeronautics Commission State Grant Application for the State Project #CHK-23-S - Rehabilitation of Runway 18/36 and Taxiways for an amount not to exceed \$589,475.00.

I. BACKGROUND/DESCRIPTION:

This grant is 95/5 with the maximum cost projection of \$620,500.
95% maximum amount would be \$589,475.00 from the grant. 5% maximum amount \$31,025.00 would be from the Chickasha Municipal Airport.

II. RECOMMENDED ACTION:

Authorize the Mayor to enter into and execute the Oklahoma Aeronautics Commission State Grant Application for the State Project #CHK-23-S - Rehabilitation of Runway 18/36 and Taxiways for an amount not to exceed \$589,475.00.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Keith Johnson, City Manager/Airport Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: June 20, 2023	(From)		

V. ATTACHMENTS:

1. OAC-State Grant Application -CHK_RWYTWY

Oklahoma Aeronautics Commission

STATE GRANT APPLICATION

AIRPORT IMPROVEMENT



Oklahoma Aeronautics Commission
110 N. Robinson Ave., Suite 200
Oklahoma City, Oklahoma 73102
(405) 604-6900 – phone

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APPLICATION and AGREEMENT

AIRPORT IMPROVEMENT GRANT

OKLAHOMA AERONAUTICS COMMISSION

110 N. Robinson Ave., Suite 200

Oklahoma City, OKLAHOMA 73102

State Project #: CHK-23-S

Date: 5/31/2023

1. PROJECT INFORMATION

City of Chickasha hereinafter referred to as the (Sponsor) hereby makes application to the Oklahoma Aeronautics Commission (Commission) for State Funds for the purpose of aiding in financing a project (hereinafter referred to as Project) for the development of the Airport (hereinafter referred to as Airport) located 4 miles Southeast (direction) from the City/Town of Chickasha, Grady County, Oklahoma.

It is proposed that the Project shall consist of the following
(brief project description required):

Rehabilitation of Runway 18/36 and Taxiways

FUNDING	SPONSOR	STATE (COMMISSION)	FEDERAL	TOTAL PROJECT COST
SHARES	\$31,025.00	\$589,475.00	\$0.00	\$620,500.00
	(5%)	(95%)	(%)	(100%)

Round Sponsor share up to the nearest dollar and Commission share down to the nearest dollar

The above identified project is depicted on the Airport Layout Plan or Sketch (Exhibit A) and major project items listed on the Project Costs page (Exhibit B-2).

Revised January 31, 2023

2. FUNDING

2.1 Projects funded by State Only Grant

For state grants, the maximum level of participation for the Commission shall not exceed 95 percent of "Total Eligible Project Cost."

Projects funded by Federal and State Grant

For FAA grants for projects identified in the Commission's Airport Construction Program, the Commission may provide half of the match that is required from the airport sponsor.

For FAA grants for projects identified in the Commission's Airport Construction Program, the Commission may provide supplemental state grant funding for project items. The maximum level of participation for the Commission in such supplemental funding shall not exceed 95 percent.

For non-primary entitlement (NPE) grants or special federal earmarks not identified in the Commission's Airport Construction Program, the Commission will not provide half the match that is required from the airport sponsor. If NPE grant funds are transferred from other airport sponsors to an airport sponsor for a project identified in the Commission's Airport Construction Program, the Commission may assist with half of any required match from the receiving airport sponsor so long as it will save the Commission state funds.

Terminal Building Projects

For terminal building projects, the Commission's maximum cost-share level of participation shall be fifty percent (50%) and shall not exceed \$1,000,000.

Hangar Construction Projects

For hangar construction projects, the Commission may provide funding via grant or loan.

(A) For state grants the Commission's maximum cost-share level of participation shall not exceed forty percent (40%).

(B) For state loans the Commission's maximum cost-share level of participation shall not exceed seventy percent (70%).

Fuel System Construction Projects

For fuel system construction projects, the Commission's maximum cost-share level of participation shall be fifty percent (50%) and shall not exceed \$300,000.

2.2 The Sponsor shall submit an invoice on a monthly basis to the Commission for the Commission's share of the project cost as described in Section 2.1. The Commission will process payment to the Sponsor for the amount that is justified with required supporting documentation. **The Commission will not process any invoices until the Engineering Contract and Amendments, Resident Inspection Contract, and Acceptance Testing Contract (if required) has been submitted. In addition, a Construction Management Program (CMP) is required on all paving construction projects. Commission staff reserves the right to request a CMP on other projects. The Commission will also not process invoices that do not have the required documentation.** The required documentation consists of the following:

1. OAC Partial Payment Request Form
2. Copy of the Federal Aviation Administration Invoice Summary (Projects funded by Federal and State Grant)
3. Copies of all vendor invoices.
4. Contractor's Application for Payment (State Form G702 or similarly adapted form)
5. Construction Quantities Report signed by the Engineer-of-record
6. Test invoices for the acceptance tests (8.10.6.3) performed in that period.

2.3 The Commission will process payments until 90% of the actual project cost of the Commission's share has been reached. The final 10% will not be released until:

1. The final acceptance test summary report (8.10.6.4) has been submitted to the Commission.
2. The testing laboratory has submitted all acceptance test reports if requested by the Commission.
3. If required by the specifications, a Percentage within specification limits report (8.10.6.5) with supporting computations has been submitted to the Commission.
4. Final acceptance and project close-out documents have been submitted to the Commission.
5. Copy of the final signed Federal Aviation Administration Outlay Report and Invoice Summary (Projects funded by Federal and State Grant)
6. FAA Grant Closeout Letter (Projects funded by Federal and State Grant)
7. A satisfactory Financial Report has been completed by the Commission.

- 2.4** The Sponsor now has on deposit its share of the funding (\$31,025.00) in a designated account, for use in defraying the costs of the project.

2.5 Change Orders

As described in Oklahoma Administrative Code §25:15-1-4(h) the B-2 form lists line-item project costs that cannot be exceeded. During the course of the construction of a project, change orders and/or supplemental agreements may be necessary to increase or decrease bid or line-item amounts and quantities due to unknown or unforeseen circumstances. A change order and/or supplemental agreement shall be sent to the Commission along with a request to amend the approved grant's B-2 line-item or bid item.

1. For change orders and/or supplemental agreements that will not increase the Commission's overall share for the project the Director may approve such an amendment to the grant application. Change orders and/or supplemental agreements approved by the Director shall be presented to the Commission at its next regular or special business meeting stating the reasons for the change order and/or supplemental agreement with such information as the Commission may require.
2. For change orders and/or supplemental agreements involving a total increase to the Commission's overall share for the project not to exceed Ten Thousand Dollars (\$10,000) the Director may approve such an amendment to the grant application. Such change orders and/or supplemental agreements approved by the Director shall be presented to the Commission at its next regular or special business meeting stating the reasons for the change order and/or supplemental agreement with such information as the Commission may require.
3. Change orders and/or supplemental agreements involving a total increase to the Commission's overall share for the project in excess of Ten Thousand Dollars (\$10,000) must be presented to and approved by the Commission before such an amendment can be made to the grant application.

3. EXHIBIT A, Airport Layout Drawing or Project Sketch

An Airport Layout Drawing (ALD) or sketch showing the area and location of proposed construction or rehabilitation work must be provided by the Sponsor with a construction grant application.

4. EXHIBITS B, B-1, B-2, and B-3

Exhibits are to be filled out by the Sponsor and the Sponsor's Engineer. Exhibits B and B-1 have no specific format. Blank forms for Exhibits B-2 and B-3 are attached. All line

items on the Exhibit B-2 are considered to be figures **not to be exceeded**. Any amount expended in excess of each line item will not be considered for payment without a change order or a supplemental agreement approved by the Commission. A copy of the bid tabulation signed by the Engineer-of-record must accompany the grant application.

5. EXHIBITS C, C-1, and C-2

Exhibits are to be filled out by the Sponsor or the Sponsor's Engineer. Forms C, C-1, and C-2 are attached.

6. EXHIBIT D, Airport Zoning Regulations

As required by 3 O.S. § 103 each airport shall have airport zoning regulations adopted and enacted in order to regulate and restrict the height of structures or trees and land uses within the airport hazard areas. These airport zoning regulations must be adopted and enacted prior to funding. If the Sponsor has not adopted airport zoning regulations, it shall be part of the next state funded project.

7. EXHIBIT E, Sponsor Deposit Verification

The Sponsor is required to furnish verification to the Commission that the Sponsor's funding share has been deposited in a designated account for use in defraying the costs of the project.

8. GRANT ASSURANCES

The grant assurances must remain attached to the agreement and be submitted with, and as a part of, this application and agreement.

In order to furnish the Commission the Sponsor's assurances required by the Laws and Regulations, the Sponsor hereby covenants and agrees with the State of Oklahoma as follows:

8.1 TIME LIMITS

The Sponsor agrees that the project for which these funds are requested will be completed **within two years** from the date of grant approval.

8.2 EQUAL RIGHTS

8.2.1 The Sponsor agrees that in its operation of the Airport and all facilities thereon, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, sex, color, creed, handicap or national origin in the use of any facility provided for the public on airport property.

8.2.2 The Sponsor will operate the Airport as such for the use and

benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds and classes of users: **Provided**, that the Sponsor may establish such fair, equal, and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport: **And Provided Further**, that the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary to serve the civil aviation needs of the public.

8.2.3 In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

8.2.3.1 That in any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render any service or furnish any parts, materials, or supplies (including the sale thereof) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor to:

8.2.3.1.1 furnish good, prompt and efficient service adequate to meet all demands for its service at the Airport; and

8.2.3.1.2 furnish said service on a fair, equal and nondiscriminatory basis to all users thereof, and,

8.2.3.1.3 charge fair, reasonable and nondiscriminatory prices for each unit of sale or service: **Provided** that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types or price reductions to volume purchasers.

8.2.3.2 That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the

Airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform.

8.2.3.3 That if the Sponsor exercises any of the rights or privileges set forth in paragraph 8.2.2 of the Equal Rights Section, it will be bound by and adhere to the condition specified for contractors as set forth in subparagraph 8.2.3 of the Equal Rights Section.

8.2.3.4 Essential facilities, as listed in 8.5 (including night lighting systems, when installed) will be operated in such manner as to assure their availability to all users of the airport.

8.2.4 Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non aviation products and supplies or any service of a non aeronautical nature.

8.3 AUTHORITY AND POWER

The Sponsor certifies it has the legal authority and power to:

8.3.1 do all things necessary in order to undertake and carry out the Project in conformity with State and Federal Statutes, Acts, and Regulations;

8.3.2 receive, accept and disburse grants of funds from the State of Oklahoma in aid of the Project, in terms and conditions stated in the Laws, Acts, and Regulations; and

8.3.3 carry out all the provisions of this Application and Agreement.

8.4 RESERVATION OF POWERS

The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein. If any arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

8.5 ESSENTIAL FACILITIES

Essential facilities are considered to be the following: a landing area and an aircraft parking area.

8.6 SPONSOR FUND AVAILABILITY AND MAINTENANCE

It has sufficient funds available for that portion of the project costs which are not to be paid by the Commission. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Commission determines may be useful.

8.7 AIRPORT LAYOUT PLAN

The Sponsor of an airport included in the National Plan of Integrated Airport System (NPIAS) will keep up to date at all times an approved, reproducible Airport Layout Plan (ALP), showing: airport boundaries, aviation easements, location, and the nature of all existing and proposed airport facilities, structures (such as runways, taxiways, aprons, terminal buildings, hangars, roads) including all proposed extensions and the location of all existing and proposed non aviation areas. The ALP must be prepared in accordance with FAA Advisory Circular 150/5300-13 (most current edition).

The Sponsor will not make or permit to be made any changes or alterations to the Airport or any of its facilities other than in conformity with the ALP as so approved by the Commission and/or the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

8.8 PROJECT FINANCIAL REPORT REQUIREMENTS

The Commission shall prepare a financial report of income and expenditures of **all project funds (Federal, Commission, and Sponsor)**. The final 10% of the actual project cost of state grant funds will not be released until a satisfactory financial report has been prepared by the Commission.

Records of expenditures shall be maintained by the Sponsor for not less than three (3) years. Access to these records will be provided at the grantees regular place of business.

8.9 ACKNOWLEDGMENT

The Sponsor assures that no work has been started nor has any work been completed on any of the Project(s) for which funds are requested in this Application and Agreement. The Sponsor further acknowledges that the funds will be used only for the purpose described in this Agreement.

8.10 TERMS AND CONDITIONS

Upon execution by the Sponsor and the Commission, the offer and acceptance of this grant shall constitute a grant agreement between the Commission and the Sponsor. The Commission and the Sponsor shall be bound by all of the terms and conditions of the grant agreement and the grant assurances. The Commission and the Federal Aviation Administration (FAA) representatives will have access to the job site and project records at all times. In addition to all other requirements imposed by law or by this agreement, all grants by the Commission shall be subject to the following terms and conditions:

8.10.1 The period of the grant agreement shall be twenty (20) years from the date of the Sponsor's acceptance.

8.10.2 The airport and/or visual navigational aids shall remain under the Sponsor's control and shall be maintained by the Sponsor in a safe and serviceable condition during the period of this agreement.

8.10.3 The Sponsor assures that all land to be constructed upon is held in clear fee simple title by the Sponsor or is leased from the Federal Government of the United States. The Sponsor assures that, if the land is leased, the lease will be maintained current for a period not less than the life of the agreement. The Sponsor assures that the land, whether leased or held in fee simple, shall be pledged to airport use and shall not be removed in whole or in part from such use without prior written approval from the Commission. In addition, airport property as defined in the airport layout plan cannot be transferred by the airport sponsor without the written approval of the Aeronautics Commission.

The Sponsor further assures the possession of sufficient land for development, operation and maintenance of the airport or air navigational facility. This requirement shall include the amount of land needed for

necessary runways, taxiways, aircraft parking areas and runway protection zones.

8.10.4 Consistent with safety and security requirements, a Sponsor shall make the airport or navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this agreement.

8.10.5 The Sponsor shall not grant or permit anyone to exercise an exclusive right for the conduct of any aeronautical activity on or about an airport project landing area. Aeronautical activities include, but are not limited to scheduled airline flights; charter flights, flight instruction; aircraft sales, rental and repair; sale of aviation petroleum products; and aerial application. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting, and navigational aids.

8.10.6 The Sponsor shall carry out and complete a project without undue delay and in accordance with the plans and specifications submitted to the Commission. The Sponsor shall ensure that the following is provided to the Commission:

1. On all paving construction projects, the sponsor shall furnish a Construction Management Program (CMP) to the Commission prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the specifications. Commission staff reserves the right to request a CMP on other projects. The CMP shall include as a minimum:
 - a. The name of the person representing the Sponsor who has overall responsibility for contract administration for the Grant and the authority to take necessary actions to comply with the contract.
 - b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - c. Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).

- d. Qualifications of engineering, supervision, and construction inspection personnel.
 - e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - f. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
2. Weekly Progress Report: The sponsor shall ensure that a weekly progress report is submitted using FAA form 5370-1 to the Commission.
 3. Acceptance Tests: The Sponsor shall ensure that the acceptance testing laboratory provides a copy of all acceptance tests as and when the results become available.
 4. Summary Report: Upon completion of the project, the Sponsor shall provide the Commission a final acceptance test summary report. The report shall document the results of all acceptance tests performed and the location of the material tested. The report shall highlight those acceptance tests that were out-of-tolerance and include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the Commission.
 5. When the specifications provide for acceptance based on the method of estimating percentage of material within specification limits (PWL), the Sponsor will submit a final report of PWL computations in accordance with section 110, AC 150/5370-10 (most current version) with the summary report.
 6. The Commission, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

8.10.7 The Sponsor, if requested by the Commission, shall submit to the Commission annual statements of airport or air navigation facility revenues and expenses.

8.10.8 The Sponsor will comply with the Municipal Airports Act of 1948 (Oklahoma Statutes of 1991, Title 3, Section 65.1 et seq.) and specifically, Sec. 65.12, which requires: "The revenues obtained by a

municipality from the ownership, control or operation of any airport or navigation facility, including proceeds from the sale of any airport or portion thereof of air navigation facility property, shall be deposited in a special fund to be designated as the 'Airport Fund', which revenues shall be appropriated solely to, and used by the municipality for, the purposes authorized by this act."

8.10.9 All development of an airport constructed with grant funds shall be consistent with the approved Airport Layout Plan. A reproducible copy of such plan (as specified by the Commission) and all subsequent modifications thereto, shall be filed with the Commission.

8.10.10 The Sponsor shall comply with the "Public Competitive Bidding Act of 1984" (Oklahoma Statutes of 1991, Title 61, Sec. 101 et seq.), which relates to the execution of certain public agency contracts, etc.

8.10.11 After actual bids on the project are received, a tabulation of all bids on the project must be signed by the Engineer-of-record and must accompany the grant application.

8.10.12 When airport lighting is part of a project, the Sponsor shall operate such lighting from sunset to sunrise either manually or by remote control.

8.10.13 The Commission shall not be a party to any contract or commitment which a Sponsor may enter into or assume in carry out a project.

8.10.14 It being further understood and agreed that should the Sponsor fail to do those things herein described and approved and within the time frame prescribed, that said funds shall, without notice, be withdrawn and revert to the Commission. It is the Sponsor's responsibility, when delays or problems are encountered, to notify the Commission and request from the Commission a written time extension and/or deviation.

8.11 LIFE OF THE AGREEMENT

The covenants and assurances shall become effective upon acceptance by the Sponsor of an offer of State aid for the Project or any portion thereof, made by the Commission, and shall constitute a part of the Project Agreement thus formed. These covenants and assurances shall remain in full force and effect throughout

the useful life of the facilities developed under this Project; but, in any event a minimum of twenty (20) years from the date of said acceptance of this offer of State aid for the Project.

8.12 HANGAR CONSTRUCTION PROJECTS

8.12.1 The Sponsor will ensure any hangars built using Commission funds will receive fair market rental rates compared to similar hangar facilities at airports that have similar amenities and capabilities within the region in which that airport is located.

8.12.2 The Sponsor agrees to include in any rental agreement the most up-to-date Federal Aviation Administration hangar use policy and agrees to actively enforce that policy to its full effect.

8.12.3 The Sponsor agrees that any hangar built using Commission funds will not be used as a permanent or semi-permanent residence. Hangars may have crew quarters for intermittent overnight stays at the discretion of the Sponsor.

8.12.4 The Sponsor will include in any rental agreement that the aircraft based in a hangar built using Commission funds will be in compliance with federal airworthiness requirements and have complied with state aircraft excise tax and aircraft registration requirements.

8.13 FUEL SYSTEM CONSTRUCTION PROJECTS

The airport sponsor understands that fuel systems funded by the Commission must be operated by the public airport sponsor and not a third party entity or contractor.

9. SIGNATURE BLOCK

IN WITNESS WHEREOF, the Sponsor has caused this APPLICATION AND ASSURANCES to be duly executed in its name, this _____ day of _____, _____.

SPONSOR'S ACCEPTANCE:
(Mayor, City Manager or other designated official)

TRUST, IF REQUIRED:

Signature

Chris Mosley, Mayor

Name and Title

117 N. 4th St.

Address

Chickasha, OK 73018

City/Town, State, Zip

Signature

Name and Title

Address

City/Town, State, Zip

NOTE: APPLICATION MUST BE SIGNED BY MAYOR, CITY MANAGER, OR OTHER DESIGNATED PERSON WHO IS AUTHORIZED TO SIGN CONTRACTS FOR THE SPONSOR. IF THE DAY TO DAY ADMINISTRATION OF THE AIRPORT IS PERFORMED BY A TRUST, THE CHAIRMAN OF THE TRUST MUST ALSO SIGN THE APPLICATION.

DO NOT WRITE BELOW THIS LINE

The work and expenditure of funds in the amount of \$_____ were approved in a regular, convened meeting of the Oklahoma Aeronautics Commission on the _____ day of _____, _____. By its approval, the Commission authorized the Director to execute this agreement.

DIRECTOR
Oklahoma Aeronautics Commission

EXHIBIT B PLANS AND SPECIFICATIONS

(Previously submitted)

EXHIBIT B-1 PROGRAM NARRATIVE

To rehabilitate portions of the runway 18/36 and taxiway pavement.

EXHIBIT B-2 PROJECT COSTS

AIRPORT: Chickasha Municipal Airport PROJECT #: CHK-23-S
 CITY: Chickasha DATE: 5/31/2023
 PROJECT DESCRIPTION: Rehabilitate Runway 18/36 and Taxiways

Item Description	Amount	Ineligible Amount	Remarks
(a) Advertising	750.71		
(b) Engineering	39,500.00		
(c) Grant Administration	7,000.00		
(d) Testing	3,000.00		
(e) Resident Project Representative	56,250.00		
(f) Construction Administration	7,500.00		
(g) Provide PCR	35,800.00		
(h) Surveying Services	4,800.00		
(i) Construction (attach bid tabs)			
(j) Base Bid	238,047.10		
(k) Alternate 1 Bid	55,946.49		
(l) Alternate 2 Bid	23,842.58		
(m) Alternate 3 Bid	18,029.12		
(n) Alternate 4 Bid	130,034.00		
(o) Other:			
(p) TOTAL <u>ELIGIBLE</u> PROJECT COST	620,500.00		
(q) Ineligible Costs:			
Sponsor Share \$31,025.00 (5%)**	State Share: \$589,475.00 (95%)	Federal Share: \$ (%)	Total Project Cost: \$620,500.00

(For funding share information, see section 2.0 Funding) Note: Sponsor share cannot be lower than 5%
 Note: The Commission will only participate in costs identified in the contracts
 Round Sponsor share up to the nearest dollar and Commission share down to the nearest dollar



Rehabilitate Runway 18/36 and Taxiways

Chickasha Municipal Airport

Chickasha, Oklahoma

10:00 a.m., Wednesday, April 5, 2023

OAC CHK-23-S

				PARKHILL		Tri-City Seal Co., Inc		Nash Construction Company	
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID									
1	MOBILIZATION	1	LS	\$ 25,000.00	\$25,000.00	\$ 10,000.00	\$10,000.00	\$ 5,270.00	\$5,270.00
2	LOW PROFILE FLAG AND FLASHER BARRICADES	1	LS	\$ 6,000.00	\$6,000.00	\$ 3,000.00	\$3,000.00	\$ 15,958.00	\$15,958.00
3	REMOVE AND REPLACE 6" P.C. CONCRETE SURFACE	85	CY	\$ 700.00	\$59,500.00	\$ 1,345.66	\$114,381.10	\$ 650.00	\$55,250.00
4	SAW, CLEAN AND SEAL JOINTS	39000	LF	\$ 3.50	\$136,500.00	\$ 2.02	\$78,780.00	\$ 4.20	\$163,800.00
5	SAW, CLEAN AND SEAL JOINTS GREATER THAN 1 INCH	1450	LF	\$ 5.00	\$7,250.00	\$ 6.08	\$8,816.00	\$ 6.00	\$8,700.00
6	ROUT, CLEAN AND SEAL CRACKS (CONCRETE)	55	LF	\$ 8.00	\$440.00	\$ 1.80	\$99.00	\$ 10.00	\$550.00
7	REFLECTIVE MARKING (WITH GLASS BEADS)	3200	SF	\$ 10.00	\$32,000.00	\$ 2.67	\$8,544.00	\$ 2.75	\$8,800.00
8	NON-REFLECTIVE MARKING	6300	SF	\$ 8.00	\$50,400.00	\$ 2.29	\$14,427.00	\$ 2.00	\$12,600.00
9	THIRD PARTY INSURANCE	1	LS	\$ -	\$0.00		\$0.00	\$ 660.00	\$660.00
	BASE BID TOTAL				\$317,090.00		\$238,047.10		\$271,588.00
ALTERNATE NO. 1									
10	RUNWAY CLOSED CROSSES	1	LS	\$ 5,000.00	\$5,000.00	\$ 2,500.00	\$2,500.00	\$ 4,451.00	\$4,451.00
11	REMOVE AND REPLACE 6" P.C. CONCRETE SURFACE	37	CY	\$ 725.00	\$26,825.00	\$ 1,045.77	\$38,693.49	\$ 650.00	\$24,050.00
12	SAW, CLEAN AND SEAL JOINTS	2900	LF	\$ 3.50	\$9,800.00	\$ 5.15	\$14,420.00	\$ 4.20	\$11,760.00
13	ROUT, CLEAN AND SEAL CRACKS (CONCRETE)	185	LF	\$ 8.00	\$1,480.00	\$ 1.80	\$333.00	\$ 10.00	\$1,850.00
	ALTERNATE NO. 1 TOTAL				\$43,105.00		\$55,946.49		\$42,111.00
ALTERNATE NO. 2									
14	REMOVE AND REPLACE 6" P.C. CONCRETE SURFACE	19	CY	\$ 725.00	\$13,775.00	\$ 1,126.82	\$21,409.58	\$ 650.00	\$12,350.00
15	SAW, CLEAN AND SEAL JOINTS	300	LF	\$ 3.50	\$1,050.00	\$ 8.11	\$2,433.00	\$ 4.20	\$1,260.00
	ALTERNATE NO. 2 TOTAL				\$14,825.00		\$23,842.58		\$13,610.00
ALTERNATE NO. 3									
16	REMOVE AND REPLACE 6" P.C. CONCRETE SURFACE	16	CY	\$ 725.00	\$11,600.00	\$ 1,126.82	\$18,029.12	\$ 650.00	\$10,400.00
	ALTERNATE NO. 3 TOTAL				\$11,600.00		\$18,029.12		\$10,400.00
ALTERNATE NO. 4									
17	MARKING REMOVAL	46000	SF	\$ 1.00	\$46,000.00	\$ 0.71	\$32,660.00	\$ 0.75	\$34,500.00
18	REFLECTIVE MARKING (WITH GLASS BEADS)	35900	SF	\$ 2.50	\$89,750.00	\$ 2.13	\$76,467.00	\$ 2.06	\$73,954.00
19	NON-REFLECTIVE MARKING	10100	SF	\$ 2.00	\$20,200.00	\$ 2.07	\$20,907.00	\$ 2.00	\$20,200.00
	ALTERNATE NO. 4 TOTAL				\$155,950.00		\$130,034.00		\$128,654.00
	BASE BID				\$317,090.00		\$238,047.10		\$271,588.00
	ALTERNATE NO. 1				\$43,105.00		\$55,946.49		\$42,111.00
	ALTERNATE NO. 2				\$14,825.00		\$23,842.58		\$13,610.00
	ALTERNATE NO. 3				\$11,600.00		\$18,029.12		\$10,400.00
	ALTERNATE NO. 4				\$155,950.00		\$130,034.00		\$128,654.00
	BASE BID, ALTERNATE 1, 2, 3, 4 TOTAL				\$542,570.00		\$465,899.29		\$466,363.00

Denotes arithmetic correction

Toby J. Baker

EXHIBIT B-3 PROJECT ENGINEERING

(Project Engineer to provide the following information)

Here are the costs which would be incurred in providing the engineering data necessary to make an investigation, testing, estimates, prepare plans and specifications, supervise award of contract, prepare contract, stake the work, supervise the work, make final inspection and final contract estimates for:

Chickasha Municipal Airport - Rehabilitate Runway 18/36 and Taxiways
(Name of Airport and Project)

An outline of the work to be performed is as follows:

Field Survey, Pavement Classification Rating, Engineering, Construction Administration, Resident Project Representative Services, Construction Materials Testing, Grant Administration
--

For Federal Aviation Administration (FAA) funded projects the work will be accomplished in accordance with the FAA Standards for Specifying Construction of Airports (current edition). The work may be accomplished in accordance with the Oklahoma Department of Transportation Standard Specifications (current edition), with prior written approval by FAA.

The engineering fees will not exceed \$153,850.00.

Parkhill
Name of Engineering Firm

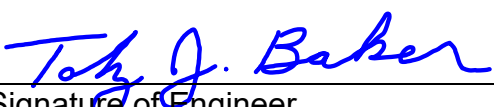

Signature of Engineer

EXHIBIT C STATEMENT OF COMPLIANCE

The Sponsor is in compliance with all terms and conditions of any agreement with the State of Oklahoma related to the development, operation or maintenance of an airport owned by the Sponsor.

Signature (Mayor, City Manager or designated Official)

Signature (Mayor, City Manager or designated Official)

Chris Mosley, Mayor
Name and Title

Name and Title

Date

Date

73-6005139
Sponsor's Federal Identification Number

Sponsor's Federal Identification Number

NOTE: To be signed by same person(s) that signs the Application and Assurances.

EXHIBIT C-1 SUSPENDED/DEBARMENT STATEMENT

The Sponsor hereby specifically agrees that it shall not award the contract for which this grant is given, nor shall bidding documents be given to any contractor which or who is subject to suspension or debarment by the U.S. Department of Transportation or any of its agencies, or the Oklahoma Department of Transportation at the time of the bidding or award of the contract. Violation of this provision shall void this grant.

Signature (Mayor, City Manager or designated Official)

Signature (Mayor, City Manager or designated Official)

Chris Mosley, Mayor

Name and Title

Name and Title

Date

Date

73-6005139

Sponsor's Federal Identification Number

Sponsor's Federal Identification Number

NOTE: To be signed by same person(s) that signs the Application and Assurances.

EXHIBIT C-2 STATUTORY AFFIDAVIT

STATE OF OKLAHOMA

COUNTY OF Grady.

AFFIDAVIT

_____ and _____
(Type name) (Type name)

of lawful age, and having been first duly sworn, on oath, states:

1. That (s)he/they is/are the agent authorized by the Sponsor to submit the attached Grant Application to the State of Oklahoma.
2. That the Sponsor has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the grant.
3. That no person who has been involved in any manner in the development of this grant while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under this contract.
4. That, to the best of his/her/their knowledge and belief, the Sponsor has not previously submitted a grant request to the Oklahoma Aeronautics Commission or any other agency of the State of Oklahoma which would result in a substantial duplication of the project proposed in the Grant Application and Assurances.

Affiant (Signature of Mayor, City Manager
or designated Official)

Affiant (Signature of Trust, if required)

Subscribed and sworn to before me this _____ day of _____, _____.

Seal

Notary Public

My commission expires: _____

NOTE: To be signed by the same person(s) that signs Application and Assurances.

EXHIBIT D AIRPORT ZONING REGULATIONS

The City of Chickasha has on file with OAC a Height Zoning Ordinance August 2, 1999.

EXHIBIT E SPONSOR DEPOSIT VERIFICATION
PLEASE READ CAREFULLY

SPONSOR: City of Chickasha DATE: 5/31/23

AIRPORT NAME: Chickasha Municipal Airport STATE PROJECT #: CHK-23-S

This form provides verification to the Oklahoma Aeronautics Commission that the Sponsor's share has been deposited in a designated account, however it does not have to be a designated airport-only account. The funds will be for use in defraying the costs of the project.

This form must be completed and submitted as part of the grant application to the Oklahoma Aeronautics Commission.

_____ Account Number
_____ Type of Account

Financial Institution (Please print)

Bank Representative (Please print)

Title of Representative (Please print)

Signature of Representative

Address

Phone

City of Chickasha
Name of Sponsor (Please print)

Chris Mosley
Sponsor Official (Please print)

Mayor
Title of Official (Please print)

Signature of Official

117 N. 4th St., Chickasha, OK 73018
Address

Phone

QUESTIONNAIRE

(PLEASE TYPE OR PRINT ANSWERS)

1. City Chickasha Airport Chickasha Municipal Airport

2. Official point of contact for the Sponsor:

Name Keith Johnson

Address 117 N. 4th St., Chickasha, OK 73018

Telephone Number 405-222-6002

Official Position City Manager

Email keith.johnson@chickasha.org

3. Sponsor contact that can verify payment information:

Name Keith Johnson

Address 117 N. 4th St., Chickasha, OK 73018

Telephone Number 405-222-6002

Official Position City Manager

Email keith.johnson@chickasha.org

4. State payments should be made to: City of Chickasha

5. Method of performance: Contract and/or Force Account Contract

6. Number of aircraft based at the airport 28

7. Is the Airport operated by a Trust Authority? If yes, provide the name of the Trust Authority and a copy of the Trust Agreement.

NO

8. Is there a Fixed Base Operator(s) on the Airport? If yes:

Name City of Chickasha

Address 117 N. 4th St, Chickasha, OK 73018

Telephone Number 405-222-6002

9. Will financial assistance from a Federal source be required? Yes ____ No X

10. Name of your State Lonnie Paxton

Senator:

11. Name of your State Representative: Dick Lowe

CHECKLIST

When completed, this Checklist becomes a part of the Grant Application and Agreement.

Answer **yes** or **no** on the appropriate lines. Sign the document.

1. Is the Application properly signed and dated YES
2. Is Exhibit A attached YES
3. Are Exhibits B and B-1 attached YES
4. Are Exhibits B-2 and B-3 attached YES
5. Are Exhibits C, C-1, and C-2 attached YES
6. Is Exhibit D attached YES
7. Is Exhibit E attached YES
8. Have all questions been answered on the Questionnaire YES
9. Are yearly funds allocated for airport maintenance YES
10. Have you furnished the names of your Senator and Representative YES
11. Has any work been started on this project NO
12. If the answer to any of the above questions (except #11) is no, explain below or on an attached sheet of paper.

Checklist completed by:

Name Keith Johnson

Position City Manager

Telephone Number 405-222-6002



City of
CHICKASHA

Meeting Type: CMAA Agenda 6-20-2023

Meeting Date: 6/20/2023

Department: Administration

Agenda Item No. 4.c.

AGENDA ITEM: Discussion, consideration, and possible action to authorize the Mayor to execute Task Order No. 3 with Parkhill for Professional Services OAC CHK-23-S Rehabilitate Runway 18.36 and Taxiways for Chickasha Municipal Airport.

I. BACKGROUND/DESCRIPTION:

This Task Order is for professional services during construction related to this project. These services are included under the OAC Grant, and will be reimbursed 95%.

II. RECOMMENDED ACTION:

Authorize the Mayor to execute Task Order No. 3 with Parkhill for Professional Services OAC CHK-23-S Rehabilitate Runway 18.36 and Taxiways for Chickasha Municipal Airport.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
Keith Johnson, City Manager/Airport Manager	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: June 20, 2023	(From)		

V. ATTACHMENTS:

1. TaskOrder.03

June 20, 2023

Mr. Chris Mosley
City of Chickasha
117 N. 4th St
Chickasha, OK 73018

Re: Task Order 03 to MASTER AGREEMENT for Professional Services
OAC CHK-23-S Rehabilitate Runway 18/36 and Taxiways
Chickasha Municipal Airport

Dear Mr. Mosley:

As requested, we prepared Task Order 03 for Construction Administration, Resident Project Representative and Construction Materials Testing and Review Services related to the referenced Project. Parkhill understands the Project scope to include:

1. Parkhill to provide Construction Phase Services as detailed below and in Exhibit A attached. Construction Administration Services reflects 45 Working Days to final Project completion. Services are proposed on a lump sum basis.
 - a. Contractor Material Submittal Review
 - b. Construction Contract Preparation
 - c. Conduct Pre-Construction Meeting
 - d. Review and Approval of Monthly Contractor Pay Request
 - e. Prepare Change Orders (if required)
 - f. Prepare Weekly Inspection Reports
 - g. Conduct Final Inspection and Prepare Punchlist
 - h. Recommend Final Project Acceptance
2. Parkhill to provide RPR services as detailed in Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative". RPR time reflects 45 Working Days to final Project completion and proposed on a lump sum basis.
3. Parkhill to provide the OAC required Construction Materials Testing, in accordance with the testing frequencies defined in the Project Specifications, through an independent materials testing laboratory, up to 4 sets of concrete compression strength tests.

Fee for Proposed Task Order 03 services are further defined in Exhibit B attached, summarized as follows:

Task 5CON	Lump Sum Fee for Construction Phase Services	\$ 7,500.00
Task 6RPR	Lump Sum Fee for Resident Project Representative Services	\$ 56,250.00
Task 9SSC	Lump Sum Fee for Construction Materials Testing and Review	\$ 3,000.00
TOTAL TASK ORDER 03		\$ 66,750.00

We propose to modify the Master Agreement between the City of Chickasha and Parkhill dated January 3, 2023 and provide approved services under provisions of Exhibit B - Payments to the Engineer, Paragraph B4.01 (Lump Sum Method) attached. Any necessary additional services will be provided according to Exhibit B - Payments to the Engineer, Paragraph B4.02. Compensation for services shall not exceed the total noted without Owner's written approval.

If terms of this Task Order are agreeable, please execute and return one copy to our office. We will take receipt of this signed letter as our Notice to Proceed. We look forward to working with you in completing this Project. For anything further, please contact Toby Baker directly at tbaker@parkhill.com or 405.832.9903.

Sincerely,

PARKHILL

By 
Mark D. Haberer, PE, CM
Principal

Accepted by:

CITY OF CHICKASHA

By _____ Date _____
Chris Mosley
Mayor

MDH/bc

Enclosures

A:\2022\11929.22\00_ADMIN\00_CONTR\01_FINAL\TO3\TaskOrder.03.doc

EXHIBIT A ENGINEER'S SERVICES

Article 1 of the Master Agreement is amended and supplemented to include the following sample agreement of the parties. ENGINEER shall provide Basic and authorized Additional Services as set forth in Exhibit A of each Task Order to the Master Agreement.

PART 1 -- BASIC SERVICES

A I.01 *Study and Report Phase* (Not Used)

A I.02 *Preliminary Design Phase* (Not Used)

A I.03 *Final Design Phase* (Not Used)

A I.05 *Construction Phase* (Tasks 5CON, 6RPR, and 9SSC)

A. Upon successful completion of Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in Construction Contract General Conditions.

2. *Resident Project Representative (RPR).* Provide RPR services at Site to assist ENGINEER and provide more extensive observation of Contractor's work. RPR duties, responsibilities, and authority are as set forth in Exhibit C. Furnishing such RPR services will not extend ENGINEER responsibilities or authority beyond specific limits set forth elsewhere in this Master Agreement or associated Task Orders. RPR performance is not included in ENGINEER's basic fee and may be performed by ENGINEER, by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory. Performance of these investigations and tests is not included in ENGINEER's basic fee and will be performed by ENGINEER, by agreement with OWNER, as indicated herein.

4. *Preconstruction Conference.* Conduct a Preconstruction Conference prior to commencement of Work at the Site.

5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in ENGINEER's judgment are necessary to enable Contractor to proceed. Performance of field surveys is not included in ENGINEER's basic fee and may be performed by ENGINEER, by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while in progress:

- a. Make visits to Site at intervals appropriate to various stages of construction, as ENGINEER deems necessary, to observe as an experienced and qualified design professional the progress and quality of Work. Such visits and observations by ENGINEER, and RPR, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Master Agreement, associated Task Orders and Contract Documents, but rather to be limited to spot checking, selective sampling, and similar methods of general observation of Work based on ENGINEER's exercise of professional judgment as assisted by RPR, if any. Based on information obtained

during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with Contract Documents, and ENGINEER shall keep OWNER informed of Work progress.

- b. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform work in accordance with Contract Documents.

7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while in progress if, based on such observations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice integrity of design concept of completed Project as a functioning whole as indicated in Contract Documents.

8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of Contract Documents as appropriate to orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with intent of and reasonably inferable from Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from Contract Document requirements.

9. *Change orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in Contract Documents and compatibility with the design concept of completed Project as a functioning whole as indicated in Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety, precautions, and programs incident thereto.

11. *Substitutes and "or-equal."* Evaluate and determine acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents.

13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or interpretation of Contract Document requirements pertaining to execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment.* Based on ENGINEER observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine amounts ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents).

15. *Contractor's Completion Documents.*

- a. Receive, review, and transmit to OWNER maintenance and operating instructions, schedules, and guarantees.
- b. Receive and transmit to OWNER bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, annotated record drawings, and other data which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, visit the Site to review the Work and determine the status of completion. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. *Final Notice of Acceptability of the Work.* Conduct a final visit to the project to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit D ("Notice of Acceptability of Work") Work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Master Agreement and associated Task Orders.

B. *Duration of Construction Phase.* Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after original date for completion and readiness for final payment of Contractor as set forth in Contract Documents.

C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A I.06 *Grant Administration Phase (Not Used)*

PART 2 -- ADDITIONAL SERVICES

A 2.01 *Additional Services Requiring OWNER's Authorization in Advance (Not Used).*

EXHIBIT B
PAYMENTS TO ENGINEER
LUMP SUM METHOD

Article 4 of the Master Agreement is amended and supplemented to include the sample agreement of the parties stating Engineer shall provide Basic and authorized Additional services as set forth in Exhibit B of each Task Order to the Master Agreement.

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

B 4.01 Compensation for Basic Services - Lump Sum Method of Payment

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A-Part 1, as follows:

1. A Lump Sum amount of \$ 66,750.00 based on the following distribution of compensation:
 - a. Study and Report Phase \$
 - b. Preliminary Design Phase \$
 - c. Final Design Phase \$
 - d. Bidding and Negotiating Phase \$
 - e. Construction Phase \$ 66,750.00
 - f. Grant Administration Phase \$

2. The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Direct Expenses.

3. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

4. The Lump Sum is conditioned on Construction Contract Times to complete the Work not exceeding * months. Should the Construction Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

*To be negotiated if required.

B 4.02 Compensation for Authorized Additional Services --Standard Hourly Rates Method of Payment.

A. OWNER shall pay ENGINEER for authorized Additional Services set forth in Exhibit A - Part 2 as follows:

1. For labor on an hourly rate basis in accordance with Appendix 1.
2. For reimbursable expenses, based on cost times a factor of 1.5.

B. The hourly rate schedule will be adjusted each January 1st to reflect cost of living adjustments.

APPENDIX 1
Parkhill
Hourly Rate Schedule
January 1, 2023 through December 31, 2023

Client: City of Chickasha

Project: Rehabilitate Runway 18/36 and Taxiways

Agreement Date: June 20, 2023

Location: Chickasha Municipal Airport

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$61.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$72.00	Architect	\$152.00	Architect	\$251.00
SUPPORT STAFF III	\$99.00	Civil Engineer	\$187.00	Civil Engineer	\$283.00
SUPPORT STAFF IV	\$105.00	Electrical Engineer	\$182.00	Electrical Engineer	\$295.00
SUPPORT STAFF V	\$117.00	Interior Designer	\$136.00	Interior Designer	\$217.00
SUPPORT STAFF VI	\$126.00	Landscape Architect	\$147.00	Landscape Architect	\$234.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$174.00	Mechanical Engineer	\$282.00
Architect	\$124.00	Structural Engineer	\$180.00	Structural Engineer	\$271.00
Civil Engineer	\$135.00	Surveyor III	\$121.00	Professional Surveyor VI	\$198.00
Electrical Engineer	\$138.00	Other Professional	\$134.00	Other Professional	\$213.00
Interior Designer	\$118.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$118.00	Architect	\$186.00	Architect	\$323.00
Mechanical Engineer	\$129.00	Civil Engineer	\$218.00	Civil Engineer	\$338.00
Structural Engineer	\$129.00	Electrical Engineer	\$214.00	Electrical Engineer	\$338.00
Surveyor I	\$94.00	Interior Designer	\$149.00	Interior Designer	\$243.00
Other Professional	\$116.00	Landscape Architect	\$159.00	Landscape Architect	\$323.00
PROFESSIONAL LEVEL II		Mechanical Engineer	\$204.00	Mechanical Engineer	\$323.00
Architect	\$134.00	Structural Engineer	\$208.00	Structural Engineer	\$338.00
Civil Engineer	\$151.00	Surveyor IV	\$140.00	Professional Surveyor VII	\$219.00
Electrical Engineer	\$156.00	Other Professional	\$158.00	Other Professional	\$323.00
Interior Designer	\$124.00	PROFESSIONAL LEVEL V			
Landscape Architect	\$124.00	Architect	\$226.00		
Mechanical Engineer	\$149.00	Civil Engineer	\$263.00		
Structural Engineer	\$147.00	Electrical Engineer	\$261.00		
Surveyor II	\$104.00	Interior Designer	\$179.00		
Other Professional	\$122.00	Landscape Architect	\$194.00		
		Mechanical Engineer	\$249.00		
		Structural Engineer	\$251.00		
		Professional Surveyor V	\$164.00		
		Other Professional	\$176.00		

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2023 through December 31, 2023. After December 31, 2023, invoices will reflect the Schedule of Charges currently in effect.

EXHIBIT C
RESIDENT PROJECT REPRESENTATIVE (RPR)
DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY

Paragraph 1.01C of the Master Agreement is amended and supplemented to include the sample agreement of the parties stating Engineer shall provide Basic and authorized Additional services as set forth in Exhibit C of each Task Order to the Master Agreement.

C6.02 Resident Project Representative (RPR)

A. ENGINEER shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist ENGINEER in observing progress and quality of Work. RPR, assistants, and other field staff under this Exhibit C may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in Work; however, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work nor shall ENGINEER have authority over or responsibility for means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform Work in accordance with Contract Documents.

C. RPR duties and responsibilities are limited to those of ENGINEER in Master Agreement and associated Task Order with OWNER and in Contract Documents, further limited and described as:

1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under ENGINEER supervision, and will confer with ENGINEER regarding RPR actions. RPR dealings in matters pertaining to Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR dealings with subcontractors shall only be through or with full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with knowledge of and under direction of ENGINEER.

2. *Schedules:* Review progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor, and consult with ENGINEER concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, (preconstruction conferences, progress meetings, job conferences and other project-related meetings), and prepare and circulate copies of minutes thereof.

4. *Liaison:*

- a. Serve as ENGINEER liaison with Contractor, working principally through Contractor's superintendent and assist in understanding intent of Contract Documents.
- b. Assist ENGINEER in serving as OWNER liaison with Contractor when Contractor operations affect OWNER's on-site operations.
- c. Assist in obtaining from OWNER additional details or information, when required for proper execution of Work.

5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples.*

- a. Record date of receipt of Samples and approved Shop Drawings.
- b. Receive Samples which are furnished at Site by Contractor and notify ENGINEER of availability of Samples for examination.
- c. Advise ENGINEER and Contractor of commencement of any portion of Work requiring a Shop Drawing or Sample submittal for which RPR believes submittal is not approved by ENGINEER.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Review of Work and Rejection of Defective Work:*

- a. Conduct on-site observations of Contractor's work in progress to assist ENGINEER in determining if Work is in general proceeding in accordance with Contract Documents.
- b. Report to ENGINEER when RPR believes any part of Contractor's work in progress will not produce a completed Project that conforms generally to Contract Documents or will prejudice integrity of design concept of completed Project as a functioning whole as indicated in Contract Documents, has been damaged, or does not meet requirements of any inspection, test, or approval required to be made; and advise ENGINEER of that part of work in progress RPR believes should be corrected, rejected, uncovered for observation, or requires special testing, inspection, or approval.

9. *Inspections, Tests, and System Startups:*

- a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of Work.
- b. Verify tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and Contractor maintains adequate records thereof.
- c. Observe, record, and report to ENGINEER appropriate details relative to test procedures and systems startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over Project, record results of these inspections, and report to ENGINEER.

10. *Records:*

- a. Maintain at Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued after execution of Contract, ENGINEER's clarifications and interpretations of Contract Documents, progress reports, Shop Drawing, and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or logbook, recording Contractor hours on Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures: and send copies to ENGINEER.
- c. Record names, addresses, and phone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports:*

- a. Furnish ENGINEER periodic reports as required of progress of Work and of Contractor's compliance with progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to ENGINEER, proposed Change Orders, Work Change Directives,

- and Field Orders. Obtain backup material from Contractor.
- c. Furnish ENGINEER and OWNER copies of all inspection, test, and system startup reports.
- d. Report immediately to ENGINEER occurrence of any Site accidents, any Hazardous environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to schedule of values, Work completed, and materials and equipment delivered at Site but not incorporated in Work.

13. *Certificates, Operation and Maintenance Manuals:* During Work, verify materials and equipment certificates, operation and maintenance manuals and other data required by Specifications to be assembled and furnished by Contractor are applicable to items actually installed and in accordance with Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of Work.

14. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over Work.
- c. Participate in a final inspection in company of ENGINEER, OWNER, and Contractor and prepare a final list of items to complete or correct.
- d. Observe whether all items on final list are complete or correct and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of ENGINEER's authority as set forth in Master Agreement or Contract Documents.
- 3. Undertake any responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of means, methods, techniques, sequences, or procedures of Contractor's work unless such advice or directions are specifically required by Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with activities or operations of OWNER or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize OWNER to occupy the Project in whole or in part.