

AGREEMENT FOR PROFESSIONAL AIRPORT CONSULTING SERVICES

THIS AGREEMENT, made as of the _____ day of _____, 2016, by and between the **City of Stillwater through the Stillwater Regional Airport Authority**, hereinafter called the Owner, and **LBR Inc.**, hereinafter called the Engineer.

NOW THEREFORE, the Owner and the Engineer, for the considerations hereinafter set forth, agree as follows:

SECTION I--BASIC SERVICES OF THE ENGINEER

A. General

1. The Engineer agrees to perform airport consulting services for **Stillwater Regional Airport** in connection with engineering, planning, construction management, and coordination of any airport maintenance or capital improvement project, and management consultation on a continuing, multi-year basis for any / all of the projects shown on Exhibit B, as authorized by Amendment and signed by the Owner and Consultant.
2. The Engineer shall serve as the Owner's professional representative in all phases of the Project, and shall give consultation and advice to the Owner during the performance of his services.
3. The Engineer agrees to perform services as requested by the Owner when mutually agreed upon. An hourly rate schedule shall be used for this work as shown on Exhibit C.

B. Preliminary Cost Estimate and Programming Documents

1. The Engineer shall prepare preliminary cost estimate and programming documents of the Project. Programming documents shall be based upon the Engineer's evaluation of design requirements, criteria and results of any investigations by others of the type described in Section I, B, 1, b, authorized by Owner upon Engineer's recommendation. Work to be performed by the Engineer during this preliminary cost estimate and programming document phase shall consist of:
 - a. Consulting and coordinating with the Owner to determine the requirements of the Project.
 - b. Providing consultation and advice as to the necessity of providing or obtaining other

services such as property or boundary surveys, topographic and utility surveys, core drilling and subsurface surveys, laboratory testing and inspection of material samples and other special consultation, and act as the Owner's representative in connection with any such services.

- c. Based on the Engineer's evaluation of requirements and results of services conducted by others of the types described in Section I, B, 1, b, above, preparing programming documents for the Project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Owner, to prepare programming documents and sketches and a preliminary cost estimate for the Project, and to set forth the Engineer's recommendations.
 - d. Submitting to the Federal Aviation Administration (FAA) all necessary documents for project management.
 - e. Submitting to the Oklahoma Aeronautics Commission (OAC) all necessary documents for project management.
2. The Engineer will furnish the programming documents and preliminary cost estimates to the Owner along with sufficient and necessary copies to FAA and the OAC for review and approval.

C. Final Design

1. After written authorization to proceed with the final design phase, the Engineer shall prepare construction drawings and specifications for the Project. Detailed construction drawings and specifications shall, where appropriate, be based upon approved preliminary design, visual inspection of the Project site and detailed surveys conducted at the site of the Project and shall be limited to only those necessary, in the opinion of the Engineer, to provide information and control necessary for clear definition of construction required. Surveys conducted at the site under provision of this paragraph shall not include performance of services described in Section I, B, 1, b.
 - a. The Engineer is authorized to negotiate with a Registered Land Surveyor, having adequate errors

and omission's insurance coverage, a contract between the Engineer and the Surveyor for performance of such survey work under terms mutually acceptable to all parties.

2. The Engineer will secure for the Owner, where required, the approval of the FAA / OAC of the plans and specifications and will furnish to the FAA / OAC all necessary documents required for securing a grant-in-aid for financing the Project.
3. When required, the Engineer shall prepare a "Construction Materials Quality Control Plan" to be submitted to FAA. At a minimum, the plan shall list all materials to be tested during construction, the appropriate time for testing, the ASTM test designation, name by which the test is commonly referred, and the frequency of testing required.
4. The Engineer will advise the Owner and the FAA / OAC of any adjustments of the cost estimate for the Project caused by changes in scope, design requirements or construction costs and furnish a revised cost estimate for the Project on the completed drawings and specifications.
5. The Engineer shall prepare Proposal forms and Notice to Bidders and assist the Owner in the preparation of the Contract Documents.
6. The Engineer shall prepare adequate copies of the Contract Documents, Construction Plans and Specifications for advertisement purposes.
7. The Engineer shall advise and assist the Owner in obtaining and evaluating bids and awarding contracts for the construction of the Project, but shall have no liability to prospective bidders.

D. Construction Phase

1. After written authorization to proceed with construction, the Engineer shall perform, solely for benefit of the Owner, inspection and advisory services to review the Contractor's progress in accordance with the Contract Documents, plans and specifications, without altering the Contractor's sole responsibility to comply therewith, which professional services shall include the following:

- a. Make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. He will not be responsible for the techniques and sequences of construction and he will not be responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents. During such visits and on the basis of his on-site observations as an experienced and qualified design professional, he will keep the Owner informed of the progress of the work and will inform the Owner of all material variances from the plans and specifications.
- b. Check and approve samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment and other data which the Contractor is required to submit only for conformance with the information given by the Plans and Specifications provided that approval of samples does not make the Engineer a guarantor or responsible for work and reports of testing laboratories, which shall have contractual relationship with the Owner and not the Engineer.
- c. Consult with and advise the Owner, act as the Owner's representative at the Project site, issue on behalf of the Owner all instructions of the Owner to the Contractor, prepare routine change orders as required and request approval of any overruns prior to the overrun work being accomplished.
- d. The Engineer shall prepare a "Construction Materials Quality Control Summary" to be submitted at project completion to the FAA. At a minimum, the summary shall include a list of all tests performed showing the dates, location, pass or fail, results of retests, and whether or not the test is eligible or ineligible under the Federal program. The Summary will include a certification that all testing was completed in accordance with the "Construction Materials Quality Control Plan".

- e. The Engineer shall prepare a summary of materials not passing and the penalty called for by the specifications. This summary shall be submitted to FAA at project completion and will indicate when and to what extent penalties are imposed. The penalties assessed will be itemized in the following pay request.
 - f. Based on his on-site observations as an experienced qualified design professional and on his review of the Contractor's application for payment, determine the amount owing to the Contractor in such applications; such recommendations of payment to constitute a representation to the Owner, based on such observations and review data comprising such applications, that the work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents and any qualifications stated in his recommendation.
 - g. Conduct, in company with the Owner, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Contract Documents and approve, in writing, final payment to the Contractor(s).
- 2. Upon completion of construction, the Engineer shall furnish the FAA / OAC an as-built drawing.
 - 3. Upon completion of construction, the Engineer shall furnish the Owner, on request, three (3) sets of as-built drawings.
 - 4. The Engineer shall prepare all necessary forms for final and partial payments due the Owner and secure the necessary signatures for these forms.

SECTION II--ADDITIONAL SERVICES OF THE ENGINEER

A. General

- 1. If requested, the Engineer shall furnish additional services of the following types which will be paid by the Owner as indicated in Section V, A.

- a. Obtain or furnish property or boundary surveys necessary for drawing up a sufficient property map (Exhibit "A" to the Project Application).
- b. Furnish topographic and utility surveys necessary for construction plans and as-built drawings.
- c. Furnish construction staking and a benchmark.

B. Resident Project Services

1. The Owner or the Engineer shall furnish a full-time resident project representative during construction.
2. The duties, responsibilities and limitations on the authority of the resident project representative shall be set forth in Exhibit "A" which is attached to and made a part of this Agreement.
3. If the Engineer is to provide Resident Project Services, payment for these services shall be as shown in Section V, C.
4. Through directing the continuous on-site observations of the work in progress and field checks of materials and equipment by the resident project representative, the Engineer will endeavor to provide further protection for the Owner against defects and deficiencies in the work of the Contractor(s), but the directing of such resident project representation shall not make the Engineer responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents, or relieve the Contractor of primary responsibility to comply with the Contract Documents, plans and specifications.

C. Use of Local Surveying Services

1. If preferred by the Owner, local surveying services may be obtained instead of the services to be furnished under Section II, A, 1. The Owner shall pay for such local surveying services.
2. The local surveying service shall work with the Engineer and at his directions; however, the Engineer shall not be required to give full-time or even part-time supervision of the local services.
3. The Engineer shall not be held responsible in any manner for the services furnished by the local surveying service. In the event errors develop in the

plans or specifications that are attributable to the services of the local surveyor, the Engineer shall not be responsible for these errors.

SECTION III--THE OWNER'S RESPONSIBILITY

The Owner shall:

- A. Provide full information as to the requirements of the Project.
- B. Assist the Engineer by placing at his disposal all available information pertinent to the site of the Project including previous reports and any other data relative to design and construction of the Project.
- C. Guarantee access to and make all provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform his work under this Agreement.
- D. Authorize and furnish additional services required at Owner's expense as described in Section I, B, 1, b, to enable completion of detail design by the Engineer.
- E. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals and other documents presented by the Engineer, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the Engineer.
- F. Advertise for proposals from bidders, open the proposals at the appointed time and place and pay for all costs' incident thereto.
- G. Provide such legal, accounting and insurance counseling services as may be required for the Project and such auditing service as the Owner may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract.
- H. Give the Engineer its full assistance in obtaining approval of all governmental authorities having jurisdiction over the Project and such other approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

- I. Furnish, or direct the Engineer to furnish at the Owner's expense, necessary additional services as stipulated in Section II of this Agreement, or other services as required.
- J. Designate in writing a person to act as Owner's representative with respect to work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Agreement.

SECTION IV--PERIOD OF SERVICE

Unless sooner terminated, as provided in Section VI, A, this Agreement shall remain in force for a period that may reasonably be required for the design, award of contracts and construction of the Project, including extra work and any required extension thereto.

This Agreement may be amended from time to time to add subsequent phases of this project or to add other projects.

SECTION V--PAYMENTS TO THE ENGINEER

- A. Payment for Services under Section I, B, and Section II, A:
 - 1. The Owner represents that an adequate and proper appropriation of funds has been made to cover the payment obligations hereby incurred to the Engineer.
 - 2. The Owner shall pay the Engineer for services performed under Section I, B, Preliminary Cost Estimate and Programming Documents, an amount equal to 40% of the lump sum fee referred to in Section V, B.
 - 3. The Owner shall pay the Engineer for services performed under Section II, A, Additional Services of the Engineer, on the basis of a lump sum fee to be negotiated at the time such Additional Services are required. This lump sum fee shall be authorized by an amendment to this Agreement.
 - 4. Payment for these services shall be made monthly upon representation of the Engineer's detailed statement.
- B. Payment for Final Design and Construction Phase under Sections I, C and I, D:

The Owner shall pay the Engineer for the services under Sections I, C and I, D a lump sum fee to be established and authorized by an Amendment to this Agreement.

Payments for these services shall become due at the completion of each phase of the work and shall amount to the following percentages of the total fee for each phase:

- 40% upon completion of preliminary cost estimates and programming documents
- 40% upon approval of final plans and specifications
- 20% upon completion of construction and final closeout documents.

C. Payment for Resident Project Services under Section II, B:

If the Owner requests the Engineer to provide Resident Project Services, a lump sum fee shall be determined and authorized by an Amendment to this Agreement.

D. General

1. If this Agreement is terminated upon completion of any phase of the Engineer's services, progress payments are to be made in accordance with Section V.B. and shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the work, the Engineer shall be paid for services performed during such phase on the basis of his reasonable estimate of the portion of such phase completed prior to the termination. In the event of termination, the Engineer shall be paid all terminal expenses' resulting there from plus payment for additional services then due.
2. If, prior to termination of this Agreement, any work designed or specified by the Engineer during any phase of the work is suspended in whole or in part for more than three (3) months, or abandoned after written notice from the Owner, the Engineer shall be paid for services performed prior to receipt of such notice from the Owner.

E. Every effort will be made to assist the Owner in procurement of Federal and / or State funding assistance for the project. If it is determined that Federal or State funding assistance cannot be obtained for a project, the Engineer will secure written approval from the Owner before proceeding, beyond the point of such determination, with the engineering or construction of said project.

SECTION VI--GENERAL CONSIDERATIONS

- A. This Agreement may be terminated by either party by thirty (30) days' written notice by either party. If this Agreement is so terminated, the Engineer shall be paid as provided in Sections V, D, 1 and V, D, 2; however, the Engineer shall be required to furnish an accounting of all costs.
- B. Since the Engineer has no control over the cost of labor and materials, or other competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications; but the Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids on the Project construction costs.
- C. Remedies. Claims, disputes and other matters in question arising out of or relating to this Agreement or the breach thereof may be submitted for settlement by arbitration only if both parties agree to such submission. Said Agreement to arbitrate shall be specifically enforceable in accordance with the rules and regulations of the American Arbitration Association and judgment upon any award rendered may be entered upon it in accordance with applicable law in any Court having jurisdiction thereof.
- D. Engineer's Insurance. The Engineer shall acquire and maintain comprehensive general liability and automobile liability insurance coverage. The limits applicable to comprehensive general liability and automobile liability shall be as follows:

Comprehensive General Liability

Bodily Injury, each occurrence 1,000,000
Property Damage, each occurrence 600,000

Automobile Liability--Automobiles and trucks owned, non-owned and hired

Bodily Injury, each person 100,000
Bodily Injury, each occurrence 300,000
Property Damage, each occurrence 50,000

Workmen's Compensation Statutory

- E. Contractor's Insurance. Prior to commencement of work, the Owner shall require the Contractor(s) and any Sub-contractor(s) to furnish to the Owner through the Engineer

triplicate copies of Certification of Insurance or copies of policies indicating all exclusions; and showing that the Contractor is carrying insurance as required by the project specifications and contract documents, at his own expense in reliable insurance companies satisfactory to the Owner and authorized to do business in the State of Oklahoma.

- F. Indemnity. The Owner will require that any Contractor or Subcontractors performing work in connection with drawings and specifications produced under this Agreement hold harmless, indemnify and defend the Owner and the Engineer, their consultants and each of their officers, agents and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer, their consultants or their officers, agents and employees.

- G. The FAA, OAC, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Engineer shall maintain all required records for three years after Owner makes final payment and all pending matters are cleared.

- H. The Owner and the Engineer each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above stated neither the Owner nor the Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

- I. After completion of the Project, the Engineer shall provide the Owner, documentation prepared under this contract including as-built construction plans, if requested. Basic survey notes and sketches, charts, computations, and other data shall be made available, upon request, to the Owner without restriction or limitation on their use. In the event the Owner does not have proper storage facilities for the protection of full size drawings, he may request the Engineer to retain the drawings with the provision that

they will be made available without restriction upon written request or he may request disc copies of digital files.

J. Nothing in this contract shall be construed as preventing the Owner from acquiring elsewhere the services discussed in Section II.

K. The enclosed Title VI Assurances are hereby made a part of this Agreement.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement the day and year first written above.

LBR Inc.

**STILLWATER REGIONAL AIRPORT
AUTHORITY**

President

Chairman

ATTEST

ATTEST

Secretary

Secretary

(Seal)

(Seal)

CITY OF STILLWATER

Mayor

City Clerk

(Seal)

CERTIFICATION OF LEGALITY:
Approved as to form and legality

By _____
City Attorney

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1 TO STANDARD DOT TITLE VI ASSURANCES

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

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to--
 - a. withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

1. **Policy.** It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

2. **DBE Obligation.** The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

EXHIBIT "A"

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

- A. **GENERAL**--The Resident Project Representative is the Owner's Agent subject to supervision and direction by the Consultant only.
- B. **DUTIES AND RESPONSIBILITIES**--The Resident Project Representative shall:
1. **Schedule:** Review the construction schedule prepared by the Contractor for compliance with the contract and give written advice to the Consultant concerning its acceptability.
 2. **Conferences:** Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the Consultant, and notify those expected to attend in advance. Maintain and circulate copies of records of the meetings.
 3. **Liaison:** (a) Serve as the Consultant's liaison with the Contractor, working principally through the Contractor's field superintendent. (b) Co-operate with the Contractor in his dealings with the various local agencies having jurisdiction over the Project in order to complete service connections to public utilities and facilities. (c) Assist the Consultant in obtaining from the Owner additional details or information, when required at the job site, for proper execution of the work.
 4. **Approvals:** When required, assist the Consultant in obtaining from the Contractor a list of his proposed suppliers and subcontractors.
 5. **Samples:** Assist the Consultant in obtaining field samples of materials delivered to the site, which are required to be furnished.
 6. **Shop Drawings:** (a) Receive approved shop drawings and other submissions from the Contractor; record data received, maintain a file of the drawings and submissions, and check construction for compliance with them. (b) Alert the Contractor's field superintendent when he observes materials or equipment being installed before approval of shop drawings or samples, where such are required, and advise the Consultant when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.
 7. **Review of Work, Inspections and Tests:** (a) Conduct on-site observations of the work in progress for the Consultant as a basis for determining that the Project is proceeding in accordance with

- the Contract Documents. (b) Verify that tests, including equipment and systems startup, which are required by the Contract Documents, are conducted and that the Contractor maintains adequate records thereof; observe, record and report to the Consultant appropriate details relative to the test procedure and startups. (c) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the findings of these inspections, and report it to the Consultant.
8. Interpretation of Contract Documents: Transmit to the Contractor the Consultant's interpretations of the Contract Documents.
 9. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications, and report them with recommendations to the Consultant.
 10. Records: (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract, the Consultant's interpretations of the Contract Documents, progress reports and other Project-related documents. (b) Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail, as in the case of observing test procedures and results thereof. (c) Record names, addresses and telephone numbers of all contractors, subcontractors, and major material suppliers. (d) Maintain a set of drawings on which authorized changes are noted and deliver to the Consultant at the completion of the Project.
 11. Reports: (a) Furnish the Consultant periodic reports, as required, of progress of the Project and the Contractor's compliance with the approved construction schedule. (b) Consult with the Consultant in advance of scheduled major tests or start of important phases of the Project.
 12. Payment Requisitions: Review applications for payment with the Contractor for compliance with established procedure for their submission and forward them with recommendations to the Consultant, noting particularly their relation to the work completed and materials and equipment delivered at the site.
 13. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the work, assemble guarantees, certificates, maintenance and operation manuals and other required data to be furnished by the Contractor and, upon acceptance of the Project, deliver this material to the Consultant for his approval and forwarding to the Owner.

14. Completion: (a) Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made. (b) Conduct final inspection in the company of the Consultant and the Owner and prepare a final list of items to be corrected. (c) Verify that all items on final list have been corrected and make recommendations to the Consultant concerning acceptance.
15. Be present on the job site during construction activity.

C. **LIMITATION OF AUTHORITY**--Except upon written instructions of the Consultant the Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents.
2. Shall not undertake any of the responsibilities of the Contractor, the subcontractors or the Contractor's field superintendent.
3. Shall not expedite the work for the Contractor.
4. Shall not advise on or issue directions relative to any aspect of the construction technique or sequence unless a specific technique or sequence is called for in the Contract Documents.
5. Shall not authorize the Owner to occupy the Project in whole or in part prior to final acceptance of the work.
6. Shall not participate in specialized field or laboratory tests.

END OF EXHIBIT "A"

EXHIBIT B

Reconstruct and Realign the Connecting Taxiway and Diagonal Section of the Parallel Taxiway System to Runway 17/35. Rehabilitate Runway 04/22 and Realign the Connector Taxiway from the Apron to Runway 04/22. Rehabilitate the Parallel Taxiway System to Runway 04/22. Rehablitate, Reconstruct, and Expand the Terminal Apron.

Complete Studies, Design, Engineering, Geotechnical, Preliminary or Construction Testing, Inspection, Boundary or Topographic Surveys, Aerial Photography or Photo Slope Photography, Complete any DBE Requirements, and Engineering Reports, Cost Estimates, ALP updates, and Planning Documents as required for the following projects:

Rehabilitate, Construct or Reconstruct, Mark and Light the Parallel, Partial Parallel, Connecting Taxiway and the Terminal Apron Systems serving Runways 17-35 and 04-22; Improve Airport Drainage and Erosion Control; Remove Obstructions; Improve All Safety Areas, and Complete Approach Slope Surveys for Runway 17 and 35, and Runway 04 and 22; Conduct Airport Master Plan, Action Plans; Update Airport Layout Plan; Complete Runway and Taxiway Extension; Construction of Hangars; New Terminal Building; Hangar Access Aprons and Taxilanes; Terminal Aprons; Airport Access or Auto Parking Facilities; Service Roads; Noise Study; Road or Railway Improvements or Relocations; New Utility or Utility Relocation Projects; Other Partial Parallel or Connecting Taxiways, and Any Runway Rehabilitation or Reconstruction; Install Vertical/Visual Guidance Systems; Perimeter and Security Fencing; Install Emergency Power Generator, Any Airport Lighting or Electrical Systems; Guidance Signs, Beacon, Wind Indicators, or other Airport Visual Indicators; Any services required for Land Acquisition, Land Acquisition for Approaches, Development, or Airspace Requirements or Protection; Environmental Work for any Airport Project; Memorandum of Agreements or Facilities Requirements; Install Precision Instrument Approaches and Approach Lights or Navigation Aids.

Complete the following Capital Improvement Planning projects: Known and Unknown Resources, Immediate; Short, Medium, and Long Range Capital and Developmental Planning as required by the OAC, FAA, or Sponsor.

EXHIBIT C

FEE SCHEDULE FOR HOURLY SERVICES* BY LBR INC.



***This Hourly Fee Schedule is to be utilized by LBR Inc. for billing of Engineering services not currently under contract amendment and mutually agreed upon between LBR and the Stillwater Regional Airport**

City of Stillwater: Miscellaneous Engineering Hourly Services - Stillwater Regional Airport
(Airport ID: SWO)

Invoice Date:
Invoice Number:
Invoiced Work Dates:

Item	Cost Element	Base Rate	Direct Element Cost Administrative and Labor		Profit % of Direct & Administrative		Estimated Cost Per Element		
			Overhead	Hourly Rate	Fixed Pymt.	Hourly Rate	Hr's/Mi's/Units	Amount	
1	Principal	\$55.00	Hr	1.45	\$134.75	1.15	\$155.00	0.00	\$0.00
2	Project Manager	\$35.00	Hr	1.45	\$85.75	1.15	\$104.00	0.00	\$0.00
3	Project Engineer	\$26.00	Hr	1.45	\$63.70	1.15	\$77.00	0.00	\$0.00
4	CAD Draftsperson	\$24.00	Hr	1.45	\$58.80	1.15	\$71.00	0.00	\$0.00
5	Office Manager	\$23.00	Hr	1.45	\$56.35	1.15	\$68.00	0.00	\$0.00

Total Cost This Invoice:

\$0.00
