

The City of Durant encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged in order to make the necessary accommodations. The City of Durant may waive the 48-hour rule if interpreters for the deaf (signing) or translation services for limited English proficient (LEP) individuals are not the necessary accommodation.

DURANT AIRPORT AUTHORITY/ DAA

6:00 PM

**Roscoe J. Hatfield
Council Chambers, 300
West Evergreen,
Durant, Oklahoma
AGENDA**

January 9, 2018

**DURANT CITY HALL
300 W. EVERGREEN, DURANT, OK
ROSCOE J. HATFIELD COUNCIL CHAMBERS**

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Consent Items

- a. Consider Approval of Regular Meeting Minutes of December 12, 2017

2. Consider Items Removed from Consent

3. Citizen Comments on Non-Agenda Items

Citizens wishing to address the council regarding matters which are not listed on the agenda will be required to sign up no later than 5 minutes prior to the scheduled starting time of the meeting. The sign-in sheet will contain space for citizen's name, address, phone number, and topic to be discussed. In this way, city staff will be able to follow-up on any issues presented if necessary.

4. Administration

- a. Consider Approval of Request for Authorization to Purchase for a Market Assessment Study at the Airport for \$15,000.00 (RFAP #2018-107)
- b. Consider Approval of Contract # C-2018-01 with KSA Engineering for a Market Assessment Study at the Airport.

5. Information Items

- a. Airport FBO Monthly Report - December 2017

6. New Business

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 14th day of November, 2017 and that an agenda of said meeting was posted at the place of such meeting at 4:30 p.m..on the 5th day of January, 2018.

Cynthia J. Price, City of Durant



The City of Durant

Office of City Clerk

Memorandum

Date: 12/20/2017
To: Airport Authority
From: Cynthia J. Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of December 12, 2017

Council Information / Action Requested

Approval of Regular Meeting Minutes of December 12, 2017

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

Description	Type	Upload Date
Minutes 12.12.2017	Cover Memo	12/20/2017

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 17th day of November, 2016 and that an agenda of said meeting was posted at the place of such meeting at 4:30 p.m. on the 8th day of December, 2017.

**MINUTES OF THE REGULAR SCHEDULED MEETING OF DURANT AIRPORT
AUTHORITY OF December 12, 2017 AT 6:00 PM, Roscoe J. Hatfield Council
Chambers, 300 West Evergreen, Durant, Oklahoma**

CALL TO ORDER

Chairman Tomlinson called the meeting to order at 8:13 p.m.

ROLL CALL

Present: Trustee Destry Hawthorne	City Attorney Tom Marcum
Trustee Oden Grube	City Manager Tim Rundel
Trustee Mike Dills	City Clerk Cynthia J. Price
Vice-Chairman Chad Hitchcock	
Chairman Jerry Tomlinson	

Absent: None (*denotes partial attendance)

Chairman Tomlinson declared a quorum.

1. Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.

- a. Consider Approval of Regular Meeting Minutes of November 14, 2017

Approved

Motion was made by Destry Hawthorne and seconded by Oden Grube to approve consent item as presented. Motion Passed with the following vote:

Ayes: Dills, Grube, Hawthorne, Hitchcock, Tomlinson

2. Consideration Items Removed from Consent

3. Citizen Comments on Non-Agenda Items

There were no citizen comments.

4. Information Items

- a. Airport Manager Monthly Report - November 2017

5. New Business

Council Member Grube asked City Manager Rundel to address rumors she is hearing about the airport. City Manager Rundel stated he does not think it is in the best interest of the city to discuss the private business of individuals or companies in a public forum because they visited the airport.

Adjournment

Motion was made by Destry Hawthorne and seconded by Oden Grube to adjourn meeting. Motion Passed with the following vote:

Ayes: Dills, Grube, Hawthorne, Hitchcock, Tomlinson



The City of Durant

Public Works Director

Memorandum

Date: 1/2/2018
To: Airport Authority
From: Marty Cook - Public Works Director
Re: Consider Approval of Request for Authorization to Purchase for a Market Assessment Study at the Airport for \$15,000.00 (RFAP #2018-107)

KSA, an engineering firm from McKinney, Texas will be providing us with, among other things, a basic market assessment of current rates / charges assessed by the city for the airport.

Council Information / Action Requested

Approve RFAP #2018-107 to KSA in the amount of \$15,000.00.

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

Description	Type	Upload Date
RFAP #2018-107	Exhibit	1/5/2018

SPEND/CNTRCT#

INCODE PROJ#

RFAP#

2018-107

REQUEST FOR AUTHORIZATION TO PURCHASE

Ref: 11 O.S. §10:114 (B) and 61 O.S. §103 (D) and & City of Durant Code: § 37.003-37.010

Item #

- 1 Item planned for spending (provide details):
KSA will provide a basic market assessment of current rates / charges assessed by the city. Additionally, the consultant will provide assistance in developing a Request for Proposal.
- 2 Department requesting authorization:
Airport - Marty Cook
- 3 Bidding recommendation (award or reject along with name and contact information of vendor):
KSA from McKinney, Tx.
- 4 Estimated Purchase Date (M/D/Y): January 11, 2018
- 5 What are the financing or lease purchase terms (APR %, length of financing, payments, etc.)
- 6 Is this item included in the current FY budget (Yes/No) Yes
- 7 GL account code: 206-065-503.30-51
- 8 Spending / purchase request details (complete below blanks):
- 8a Amount requested to spend \$15,000.00
- 8b Item (new or replacement, if a capital item complete fixed asset form)? New
- 8c Old Item to be Traded-In (Yes / No). Note: if a capital item complete fixed asset form? No
- If a Replacement Item, give description, age and condition of item to be replaced (including model & serial or VIN, trade allowance)*
- 8d Is a contractor written agreement involved (Yes / No), if yes include a copy of the contract after City Attorney Review No
- 8e Does the purchase involve Grant Funding (Yes or No) No
- 8f What is the City Cash Match for the Grant \$
- 8g What other match or financial obligation is involved with the City accepting this Grant (explain with details)
- 9 Purchase is Planned By (complete appropriate item(s) below):
- 9a **Informal Quotes** – Purchases of \$2000-\$15,000 City Manager approval required. Purchases with an estimated cost over \$15,000 use formal bids. Specifications & at least 3 quotes must be attached for items over \$5,000 (city manager can require quotes for below \$5,000):
blank
- 9b **Formal Bids** – Purchases with an estimated cost over \$15,000 Council approval required. Attach complete specifications and a bidders list with at least 3 bidders. Include bidder name, address, phone number, fax number and email address of recommended vendor:
blank
- 9c **State Contract** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases over \$15,000 Council approval required. Include name, address, phone number, fax number, email address of state contract vendor and state contract number:
blank

9d **Buy Board** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases more than \$15,000 Council approval required. Include name, address, phone number, fax number, email address of Buy Board:

9e **Professional Services Agreement** – Purchases over \$2,000 and less than \$15,000 via an engineering, surveying, architect, computer services, janitorial, etc. firm covered by a council approved professional services agreement, City Manager approval required.

KSA - Engineering Services

9f **Emergency Purchase** – To be utilized only when immediate action must be taken to protect the public health or safety or to prevent damage to property, prior council approval not required. Notify the City Manager immediately that an emergency purchase is needed.

9g **Sole Source Purchase** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases with an estimated cost over \$15,000 Council approval required in addition to City Manager approval. Attach to this request a memo detailing the nature of the Sole source designation, that is explain how this purchase fulfills the requirements to be considered a sole source purchase:

10 Signature & date blocks (complete appropriate sections):

N/A

10a	Signature of Grants Administrator (if applicable)	date (M/D/Y):
	<i>Mary Carl</i>	<i>1-2-18</i>
10b	Signature Department Head	date (M/D/Y):
	<i>Mary Carl</i>	<i>1-2-18</i>
10c	Signature of Division Head	date (M/D/Y):
	<i>M. Hall</i>	<i>1.5.18</i>
10d	Signature of Budget Administrator	date (M/D/Y):
	<i>Mary Carl</i>	<i>1-2-18</i>
10e	Signature of Project Manager	date (M/D/Y):
	<i>X [Signature]</i>	<i>1-4-2017</i>
10f	Signature of City Treasurer	date (M/D/Y):
	<i>[Signature]</i>	<i>1-2-18</i>
10g	Signature of City Manager (only over \$2,000)	date (M/D/Y):
	<i>[Signature]</i>	
11h	City Manager Comments:	

**AGREEMENT
BETWEEN OWNER AND PLANNER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date")
between

_____ The City of Durant, Oklahoma ("Owner") and

_____ KSA Engineers, Inc. ("Planner").

Owner's Project, of which Planner's services under this Agreement are a part, is generally identified as

follows: _____ Market Assessment and RFP Assistance ("Project").

Planner's Services under this Agreement are generally identified as follows:

The Consultant (KSA) will provide the following services: Review of financial profile and revenue sources for the Airport, conduct a market assessment of current leases and practices by comparing existing leases at the Airport to best leasing practices at other comparable airports and provide summary of findings. Assist in the development of an RFP for the potential lease of FBO and associated facilities. Basic Airport Planning and Development services as required. See Attachment for further detail.

Owner and Planner further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Planner shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Planner shall furnish services in addition to those set forth above. Owner shall pay Planner for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Planner shall complete its services within a reasonable time, or within the following specific time period: The proposed scope items will be completed within 45 calendar days from the execution of the agreement.

2.01 *Payment Procedures*

- A. *Invoices*: Planner shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Planner for services and expenses within 30 days after receipt of Planner's invoice, then the amounts due Planner will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Planner may, after giving seven days written notice to Owner, suspend services under this Agreement until Planner has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Planner for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Planner for its services is a substantial failure to perform and a basis for termination.

b. By Planner:

- 1) upon seven days written notice if Owner demands that Planner furnish or perform services contrary to Planner's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Planner's services for the Project are delayed for more than 90 days for reasons beyond Planner's control.

Planner shall have no liability to Owner on account of a termination by Planner under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Planner's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Planner to complete tasks whose value would

otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- C. In the event of any termination under Paragraph 3.01, Planner will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Planner are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Planner (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Planner) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Planner may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Planner to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Planner and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional Planning and related services performed or furnished by Planner under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Planner makes no warranties, express or implied, under this Agreement or otherwise, in connection with Planner's services. Subject to the foregoing standard of care, Planner and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. This Agreement is to be governed by the law of the state of Texas.
- C. Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled in the state courts in Gregg County, Texas.
- D. All documents prepared or furnished by Planner are instruments of service, and Planner retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Planner

of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Planner, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Planner; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Planner, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Planner or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Planner and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Planner; and (4) such limited license to Owner shall not create any rights in third parties.

- E. To the fullest extent permitted by law, Owner and Planner (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Planner's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Planner, whichever is greater.
- F. The parties acknowledge that Planner's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Planner or any other party encounters a Hazardous Environmental Condition, Planner may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- G. Owner and Planner agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- H. Scanned Reproductions. The parties agree and stipulate that the original of this Agreement, including the signature page and any attachments, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Planner and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Planner as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Planner's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Planner's consultants' charges, if any.
2. Planner's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for services and reimbursable expenses is estimated to be \$15,000.00.

7.02 *Additional Services:* For additional services of Planner's employees engaged directly on the Project, Owner shall pay Planner as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Planner's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Planner's consultants' charges, if any.
2. Planner's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for services and reimbursable expenses is estimated to be \$ N/A.

Attachment: Appendix 1, Planner's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: The City of Durant, Oklahoma

By: _____

Name: Tim Rundel

Title: City Manager

Date Signed: _____

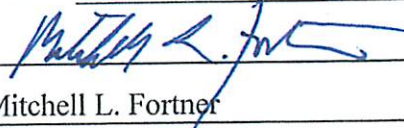
Address for giving notices:

300 W. Evergreen Street

City Hall Room 121

Durant, OK 74701

PLANNER: KSA Engineers, Inc.

By: 

Name: Mitchell L. Fortner

Title: President

Date Signed: 1/4/2018

Engineer License or Firm's

Certificate Number: 2175

State of: Oklahoma

Address for giving notices:

140 East Tyler Street

Suite 600

Longview, TX 75601

Appendix 1

Reimbursable Expenses Schedule

Current agreements for services stipulate that the Reimbursable Expenses are subject to review and adjustment on an annual basis. Rates for reimbursable expenses effective on the date of this Agreement are:

Principal	\$285.00/hour
Senior Aviation Planner	\$220.00/hour
Aviation Planner	\$175.00/hour
Urban Design Planner	\$175.00/hour
Development Services Manager	\$175.00/hour
Electrical Engineer	\$175.00/hour
Mechanical Engineer	\$160.00/hour
Senior Project Manager	\$175.00/hour
Project Manager	\$145.00/hour
Senior Project Engineer	\$140.00/hour
Project Engineer	\$120.00/hour
Senior Design Engineer	\$110.00/hour
Design Engineer	\$100.00/hour
Senior Project Architect	\$140.00/hour
Project Architect	\$120.00/hour
Design Architect	\$100.00/hour
GIS Specialist	\$135.00/hour
Senior Engineering Technician	\$110.00/hour
Engineering Technician	\$ 95.00/hour
Senior Design Technician	\$ 90.00/hour
Design Technician	\$ 85.00/hour
Safety Specialist	\$ 75.00/hour
Project Assistant	\$100.00/hour
Senior CAD Technician	\$ 85.00/hour
CAD Technician	\$ 75.00/hour
Senior Project Representative	\$ 80.00/hour
Senior Project Representative - After Hours	\$100.00/hour
Project Representative	\$ 75.00/hour
Project Representative - After Hours	\$ 95.00/hour
Graphic Designer	\$ 60.00/hour
Administrative Assistant	\$ 55.00/hour
Secretary	\$ 45.00/hour
Four-Man Survey Crew	\$160.00/hour
Three-Man Survey Crew	\$145.00/hour
Two-Man Survey Crew	\$125.00/hour
Registered Surveyor	\$125.00/hour
Senior Survey Technician	\$100.00/hour
Survey Technician	\$ 90.00/hour
Mileage	\$ 0.58/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day

Reimbursable Expenses (Air Travel, Lodging, Copies, Printing)	Actual Cost
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Outside Consultants	Cost + 15%
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***Rates will be adjusted on an annual basis.**



A·DYNAMIC·PERSPECTIVE

8875 Synergy Drive
McKinney, TX 75070
972.542.2995

January 3, 2018

Tim Rundel
City Manager
City of Durant
300 W Evergreen St.
City Hall Room 121
Durant, Oklahoma 74701

**Re: *Scope and Fee Proposal – Market Assessment of rates/charges, lease practices.
Development of RFP for potential lease of FBO/facilities.***

Dear Mr. Rundel:

KSA is pleased to present this letter to serve as our fee proposal for a basic market assessment of current rates/charges assessed by the city. Additionally, the Consultant will provide assistance in developing an RFP for the potential lease of the FBO and associated facilities. This proposed agreement will provide assistance on a time and materials basis as shown in the attached rate sheet. The proposed scope of services is as follows;

1. Review financial profile and revenue sources for the Airport.
2. Conduct a market assessment of current leases and lease practices by comparing existing leases at the Airport to best leasing practices at other comparable airports and provide summary of findings.
3. Assist in the development of an RFP for the potential lease of FBO and associated facilities.
4. Basic Airport Planning and Development services as needed.

The City of Durant hereby agrees to pay the Consultant (KSA) for services rendered to the City of Durant in an amount not to exceed \$15,000.00. Consultant's Standard Hourly Rates are attached. All future tasks not associated with this scope will be executed under a separate contract. The proposed scope items outlined above will be completed within 45 calendar days from execution of the agreement.

Please indicate if the proposed scope and compensation method are acceptable. If acceptable, a formal contract will be drafted for execution.

If you have any questions, please do not hesitate to contact me at 972.542.2995 or via email at mmitchell@ksaeng.com.

Sincerely,

KSA

Michael Mitchell
Project Manager



2018 SCHEDULE OF HOURLY FEES

Current agreements for service stipulate that the Reimbursable Expenses are subject to review and adjustment on an annual basis. Rates for reimbursable expenses effective on the date of this Agreement are:

Principal	\$285.00/hour
Senior Aviation Planner	\$220.00/hour
Aviation Planner	\$175.00/hour
Project Assistant	\$100.00/hour
Mileage	\$ 0.58/mile
Reimbursable Expenses (Air Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

*Rates will be adjusted on an annual basis.



The City of Durant

Public Works Director

Memorandum

Date: 1/4/2018
To: Airport Authority
From: Marty Cook - Public Works Director
Re: Consider Approval of Contract # C-2018-01 with KSA Engineering for a Market Assessment Study at the Airport.

KSA, and engineering firm from McKinney, Texas will be providing us, among other things, with a basic market assessment of current rates / charges assessed by the city for the airport. The attached contract specifies the terms of our agreement with them.

Council Information / Action Requested

Approve / Deny Contract # C-2018-01

City Staff Information / Action Follow-up, if Council authorizes this action:

City Clerk to Obtain Chairman Signature
Public Works Director to Coordinate KSA Engineering

ATTACHMENTS:

Description	Type	Upload Date
Contract 2018-01	Cover Memo	1/5/2018

**AGREEMENT
BETWEEN OWNER AND PLANNER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

_____ The City of Durant, Oklahoma (“Owner”) and

_____ KSA Engineers, Inc. (“Planner”).

Owner's Project, of which Planner's services under this Agreement are a part, is generally identified as follows: _____ Market Assessment and RFP Assistance (“Project”).

Planner’s Services under this Agreement are generally identified as follows:

The Consultant (KSA) will provide the following services: Review of financial profile and revenue sources for the Airport, conduct a market assessment of current leases and practices by comparing existing leases at the Airport to best leasing practices at other comparable airports and provide summary of findings. Assist in the development of an RFP for the potential lease of FBO and associated facilities. Basic Airport Planning and Development services as required.

Owner and Planner further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Planner shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Planner shall furnish services in addition to those set forth above. Owner shall pay Planner for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Planner shall complete its services within a reasonable time, or within the following specific time period: The proposed scope items will be completed within 45 calendar days from the execution of the agreement.

2.01 *Payment Procedures*

- A. *Invoices*: Planner shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Planner for services and expenses within 30 days after receipt of Planner's invoice, then the amounts due Planner will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Planner may, after giving seven days written notice to Owner, suspend services under this Agreement until Planner has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Planner for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Planner for its services is a substantial failure to perform and a basis for termination.
- b. By Planner:
 - 1) upon seven days written notice if Owner demands that Planner furnish or perform services contrary to Planner's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Planner's services for the Project are delayed for more than 90 days for reasons beyond Planner's control.

Planner shall have no liability to Owner on account of a termination by Planner under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Planner's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Planner to complete tasks whose value would

otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- C. In the event of any termination under Paragraph 3.01, Planner will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Planner are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Planner (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Planner) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Planner may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Planner to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Planner and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional Planning and related services performed or furnished by Planner under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Planner makes no warranties, express or implied, under this Agreement or otherwise, in connection with Planner's services. Subject to the foregoing standard of care, Planner and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. This Agreement is to be governed by the law of the state of Oklahoma.
- C. Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled in the state courts in Bryan County, Oklahoma.
- D. To the fullest extent permitted by law, Owner and Planner (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Planner's total liability to Owner under

this Agreement shall be limited to \$50,000 or the total amount of compensation received by Planner, whichever is greater.

- E. The parties acknowledge that Planner's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Planner or any other party encounters a Hazardous Environmental Condition, Planner may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- F. Owner and Planner agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- G. Scanned Reproductions. The parties agree and stipulate that the original of this Agreement, including the signature page and any attachments, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Planner and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Planner as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Planner's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Planner's consultants' charges, if any.
2. Planner's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for services and reimbursable expenses is estimated to be \$15,000.00.

7.02 *Additional Services:* For additional services of Planner's employees engaged directly on the Project, Owner shall pay Planner as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Planner's employees times standard hourly rates for each applicable billing class for all services

performed on the Project, plus reimbursable expenses and Planner's consultants' charges, if any.

2. Planner's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for services and reimbursable expenses is estimated to be \$ N/A.

Attachment: Appendix 1, Planner's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: The City of Durant, Oklahoma

By: _____

Name: Jerry Tomlinson

Title: Chairman

Date Signed: _____

PLANNER: KSA Engineers, Inc.

By: *Mitchell L. Fortner*

Name: Mitchell L. Fortner, P.E.

Title: President

Date Signed: 1/5/2018

Engineer License or Firm's
Certificate Number: F-1356

State of: Texas

Address for giving notices:

300 W. Evergreen Street

City Hall Room 121

Durant, OK 74701

Address for giving notices:

140 East Tyler Street

Suite 600

Longview, TX 75601

Appendix 1

Reimbursable Expenses Schedule

Current agreements for services stipulate that the Reimbursable Expenses are subject to review and adjustment on an annual basis. Rates for reimbursable expenses effective on the date of this Agreement are:

Principal	\$285.00/hour
Senior Aviation Planner	\$220.00/hour
Aviation Planner	\$175.00/hour
Urban Design Planner	\$175.00/hour
Development Services Manager	\$175.00/hour
Electrical Engineer	\$175.00/hour
Mechanical Engineer	\$160.00/hour
Senior Project Manager	\$175.00/hour
Project Manager	\$145.00/hour
Senior Project Engineer	\$140.00/hour
Project Engineer	\$120.00/hour
Senior Design Engineer	\$110.00/hour
Design Engineer	\$100.00/hour
Senior Project Architect	\$140.00/hour
Project Architect	\$120.00/hour
Design Architect	\$100.00/hour
GIS Specialist	\$135.00/hour
Senior Engineering Technician	\$110.00/hour
Engineering Technician	\$ 95.00/hour
Senior Design Technician	\$ 90.00/hour
Design Technician	\$ 85.00/hour
Safety Specialist	\$ 75.00/hour
Project Assistant	\$100.00/hour
Senior CAD Technician	\$ 85.00/hour
CAD Technician	\$ 75.00/hour
Senior Project Representative	\$ 80.00/hour
Senior Project Representative - After Hours	\$100.00/hour
Project Representative	\$ 75.00/hour
Project Representative - After Hours	\$ 95.00/hour
Graphic Designer	\$ 60.00/hour
Administrative Assistant	\$ 55.00/hour
Secretary	\$ 45.00/hour
Four-Man Survey Crew	\$160.00/hour
Three-Man Survey Crew	\$145.00/hour
Two-Man Survey Crew	\$125.00/hour
Registered Surveyor	\$125.00/hour
Senior Survey Technician	\$100.00/hour
Survey Technician	\$ 90.00/hour
Mileage	\$ 0.58/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day

Reimbursable Expenses (Air Travel, Lodging, Copies, Printing)	Actual Cost
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Outside Consultants	Cost + 15%
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***Rates will be adjusted on an annual basis.**

January 3, 2018

Tim Rundel
City Manager
City of Durant
300 W Evergreen St.
City Hall Room 121
Durant, Oklahoma 74701

**Re: *Scope and Fee Proposal – Market Assessment of rates/charges, lease practices.
Development of RFP for potential lease of FBO/facilities.***

Dear Mr. Rundel:

KSA is pleased to present this letter to serve as our fee proposal for a basic market assessment of current rates/charges assessed by the city. Additionally, the Consultant will provide assistance in developing an RFP for the potential lease of the FBO and associated facilities. This proposed agreement will provide assistance on a time and materials basis as shown in the attached rate sheet. The proposed scope of services is as follows;

1. Review financial profile and revenue sources for the Airport.
2. Conduct a market assessment of current leases and lease practices by comparing existing leases at the Airport to best leasing practices at other comparable airports and provide summary of findings.
3. Assist in the development of an RFP for the potential lease of FBO and associated facilities.
4. Basic Airport Planning and Development services as needed.

The City of Durant hereby agrees to pay the Consultant (KSA) for services rendered to the City of Durant in an amount not to exceed \$15,000.00. Consultant's Standard Hourly Rates are attached. All future tasks not associated with this scope will be executed under a separate contract.

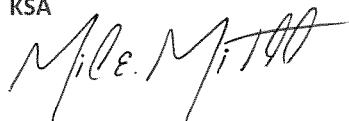
The proposed scope items outlined above will be completed within 45 calendar days from execution of the agreement.

Please indicate if the proposed scope and compensation method are acceptable. If acceptable, a formal contract will be drafted for execution.

If you have any questions, please do not hesitate to contact me at 972.542.2995 or via email at mmitchell@ksaeng.com.

Sincerely,

KSA



Michael Mitchell
Project Manager



2018 SCHEDULE OF HOURLY FEES

Current agreements for service stipulate that the Reimbursable Expenses are subject to review and adjustment on an annual basis. Rates for reimbursable expenses effective on the date of this Agreement are:

Principal	\$285.00/hour
Senior Aviation Planner	\$220.00/hour
Aviation Planner	\$175.00/hour
Project Assistant	\$100.00/hour
Mileage	\$ 0.58/mile
Reimbursable Expenses (Air Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

***Rates will be adjusted on an annual basis.**



The City of Durant

Public Works Director

Memorandum

Date: 1/4/2018
To: Airport Authority
From: Dewayne Williams - FBO
Re: Airport FBO Monthly Report - December 2017

Report of Monthly Activities

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

Description	Type	Upload Date
Jan 2018	Cover Memo	1/4/2018



Durant Regional Airport Eaker Field

Airport Managers Monthly Report

Jan 9, 2017

Dewayne Williams, F.B.O.

- **Fuel Sales – 2017 Year to Date**

Avgas 100 Low Lead (100LL)

Year to Date – 35,816 Gallons

Monthly Average – 2,984 Gallons

December – 2,617 Gallons

Jet A w/prist (Deicing additive)

Year to Date – 113,370 Gallons

Monthly Average – 9,447 Gallons

December-4,673 Gallons

- **Hangars – 100% Occupancy**

Interest is still high for both individual and corporate hangars.

- **Maintenance Issues**

Runway edge lighting is still currently in temporary service. Wise electric is waiting on parts to return and complete the repair.

AWOS (Automated Weather Observation System) is in operation. Ceilometer has been installed and working as it should

Questions/Concerns/Comments?

- Thank you.