

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**

February 13, 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 January 9, 2018

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 Granting Mayor / Chairman Permission to Sign Amendment No. 4 to Contract # C-2015-04 with LBR Inc. Contingent Upon FAA Final Approval of the Environmental Assessment.
- b. Consider Approval of Request for Authorization to Purchase (RFAP # 2018 - 124) for Professional Services for the Airport Runway Extension Project to LBR Inc. in the amount of \$328,550.
- c. Consider Approval of Request for Authorization to Purchase (RFAP # 2018-125) for an Airport Service Tug in the Amount of \$30,000.00

5. Information Items

- a. Airport Manager's Monthly Report - January 2018

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 3:45 p.m..on the 9th day of February, 2018.

Cynthia J. Price, City of Durant



The City of Durant

Office of City Clerk

Memorandum

Date: 1/31/2018
To: Airport Authority
From: Cynthia J. Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of January 9, 2018

Council Information / Action Requested

Approval of Regular Meeting Minutes of January 9, 2018

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

ATTACHMENTS:

Description	Type	Upload Date
1.9.2018 Minutes	Exhibit	1/31/2018

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.

**MINUTES OF THE REGULAR SCHEDULED MEETING OF DURANT
AIRPORT AUTHORITY OF January 9, 2018 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 7:31 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
December 12, 2017**

Approved

Motion was made by Destry Hawthorne and seconded by Chad Hitchcock 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. 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)

Approved

Marty Cook, Public Works Director, addressed the Authority Board and stated this request is to employ an engineering firm as a professional service to assist with a market analysis study for the area for hangar rentals, lease spaces, locating and informational products, and to assist in developing a plan to encourage future growth at the airport. This would be a step towards a need for operational growth. This is a budgeted item.

City Manager Tim Rundel stated the engineering firm would also be creating a profile and market analysis for future hangar development which is vital and key to the viability of the airport. City Manager Rundel further mentioned the development of an RFP for leasing out airport services in the future.

Michael Mitchell with KSA Engineering was in attendance.

Motion was made by Chad Hitchcock and seconded by Mike Dills to approve Request for Authorization to Purchase for a market assessment study at the airport in the amount of \$15,000 (RFAP #2018-107).

Motion Passed with the following vote:

Ayes: Dills, Hawthorne, Hitchcock, Tomlinson

Nays: Grube

b. Consider Approval of Contract # C-2018-01 with KSA Engineering for a Market Assessment Study at the Airport.

Approved

Motion was made by Chad Hitchcock and seconded by Destry Hawthorne to approve Contract C-2018-01 with KSA Engineering for a market assessment study at the airport.

Motion Passed with the following vote:

Ayes: Dills, Hawthorne, Hitchcock, Tomlinson

Nays: Grube

5. Information Items

- a. Airport FBO Monthly Report - December 2017

6. New Business

There was no new business.

Adjournment

Motion was made by Chad Hitchcock and seconded by Destry Hawthorne to adjourn meeting.

Motion Passed with the following vote:

Ayes: Dills, Grube, Hawthorne, Hitchcock, Tomlinson



The City of Durant

Public Works Director

Memorandum

Date: 1/25/2018
To: Airport Authority
From: Marty Cook - Public Works Director
Re: Consider Granting Mayor / Chairman Permission to Sign Amendment No. 4 to Contract # C-2015-04 with LBR Inc. Contingent Upon FAA Final Approval of the Environmental Assessment.

Amendment No. 4 to Contract # C-2015-04 reflects the negotiated fee for design of the runway extension at our Airport. LBR, Inc. has been working on this project with us for a few years now and has a good grasp on the project. The Oklahoma Aeronautics Commission (OAC) has been acting as our agent on this project. We also had a third party, Municipal Consulting Group, help with the negotiations of this design fee to reach the most reasonable agreement possible.

A total negotiated fee of \$328,550 will be used to provide the Surveys, Preliminary and Final Design, Grant Administration, and Bidding Services.

We are asking for the Mayor / Chairman to be given the authority to sign this at our leisure. We are waiting on the FAA and one final part of the Environmental Assessment to be completed. As soon as this is complete, we will be allowed to sign the contract. We are expecting the environmental assessment to be ready at any time.

This is a grant project with the FAA to Extend our Airport Runway another 1,800 linear feet.

Council Information / Action Requested

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

City Clerk to obtain Mayor/Chairman Signature
Marty Cook to coordinate signatures from Vendor

ATTACHMENTS:

Description	Type	Upload Date
Amendment #4	Cover Memo	1/25/2018
Contract # 2015-04	Cover Memo	1/25/2018

AMENDMENT NO. 4

This Amendment, made as of the _____ day of _____, 2018, by and between the **Durant Airport Authority** and **LBR Inc.**, shall be made a part of the Agreement for Professional Airport Consulting Services between said parties and dated February 10, 2015.

1. The following services shall be added to Section I. A. 1:
 - A. Provide Survey for "Extend Runway 17-35 and the Connector Taxiways" at Durant Regional Airport.
 - B. Provide Preliminary Design for the above project.
 - C. Provide Final Design for the above project.
 - D. Provide Grant Administration for the above project.
 - E. Provide Bidding Services for the above project.
*See the attached "Runway Extension IFE Scope of Services."

2. The following fees shall be added to Section V. B. as related to the above items:
 - 1A. A fixed fee of \$ 11,800.00
 - 1B. A fixed fee of \$ 215,460.00
 - 1C. A fixed fee of \$ 77,840.00
 - 1D. A fixed fee of \$ 15,050.00
 - 1E. A fixed fee of \$ 8,400.00

In witness whereof, the parties hereto have made and executed this Amendment the day and year first written above.

LBR INC.

DURANT AIRPORT AUTHORITY

President

Mayor

ATTEST

ATTEST

Secretary

City Clerk

(Seal)

(Seal)

Certification of Legality:
Approved as to form and legality

City Attorney

DURANT REGIONAL AIRPORT- EAKER FIELD
RUNWAY EXTENSION
IFE SCOPE OF SERVICES
October 26, 2017

2.1 General

Generally, the scope of services includes surveying, preliminary design, and final design, for improvements to Durant Regional Airport-Eaker Field. Improvements will consist primarily of extending Runway 17-35 and connector taxiways, drainage improvements, marking, lighting, and signage. Pavement shall be bid as an asphalt section. FAA funding will participate in the design of two (2) extension lengths (a) 1,200 ft. extension and (b) 1,800 ft. extension. The bid documents will be developed for both the base bid of 1,200 ft. extension and an additive alternative bid for the 1,800 ft. extension.

2.2 Topographic Surveys

Survey data sealed by a Licensed Surveyor has been provided to the Engineer. The Engineer will obtain additional field survey data for the verification of the control points, proposed runway center line data, and to establish not less than five (5) control points for use during construction. Should the Engineer determine additional survey work is needed, the Engineer will need to provide a written explanation of what survey data was not provide and what survey is needed.

An AGIS survey is being conducted by way of a separate contract.

2.3 Design Services

2.3.1 General

Engineer will prepare detailed construction drawings, specifications, instructions to bidders, general provisions and special provisions, all based on guides furnished to Engineer by the City of Durant (Owner) and Federal Aviation Administration (FAA). The design will closely follow the recommendations established in the Preliminary Engineering Report (PER) completed for this project for the Oklahoma Aeronautics Commission (OAC).

OAC (Final PER dated March 31, 2017). Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall be in accordance with sound engineering principles and shall be submitted to OAC and the FAA office from which approval must be obtained. Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Engineer from the FAA or Department of Labor as appropriate for incorporation into the specifications for the proposed project.

2.3.2 Quality Control

Engineer will establish a Quality Control Plan (QCP) for the project. The QCP will outline schedules, project goals, and team member responsibilities. Engineer will also provide QC reviews at the preliminary and final design stages. QC reviews will be completed by a senior construction observer and project manager. Weekly internal progress meetings will be held during the preliminary and final design phases to ensure adequate quality control throughout the design phases.

2.3.3 Environmental Coordination

Not included.

2.3.4 Stormwater Coordination

Once selected, the prime contractor(s) (herein called “Contractor(s)”) will develop, coordinate, and submit to Owner for approval a Stormwater Pollution Prevention Plan (SWPPP), including erosion control plans and details for Engineer and Owner review. This plan will then be submitted to the state environmental agency for permitting approval as required. Contractor will incorporate any state agency comments into the final SWPPP, to be executed prior to construction.

2.3.5 Site Visits

Civil and electrical staff engineers will make two (2) site visits during the design phase to document existing conditions, verify topographical surveys, and determine final design criteria.

2.3.6 Airspace Analysis

Engineer will prepare and submit the project to the FAA for airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate approval with FAA representatives.

2.3.7 Pavement Design

Engineer will review and verify the pavement analysis and recommendations included in the 2017 Preliminary Engineering Report performed by others. Based on its review, analysis, and discussions with the Owner, a pavement section will be chosen for the project design. However, based on the detail cost estimates and FAA funding constraints; only an asphalt pavement section will be considered for design. The Engineer shall provide a written narrative of its review, findings, and discussions with the Owner.

2.3.8 Airfield Layout

Engineer will design the project to meet the applicable design standards identified in

Airport Design - AC150/5300-13 (latest edition).

2.3.9 Grading and Drainage

Engineer will review the existing grades and design recommendations from the PER. Engineer will design surface drainage, pipe drainage, and storm sewer appurtenances to meet current design standards and regulations.

2.3.10 Airfield Electrical

Engineer will design runway and taxiway edge lights, threshold lights, runway end identifier lights (REILs), airfield guidance signs, cable pull boxes, duct markers, etc. Relocate the Runway 35 PAPIs. The size of the load on the regulators will be determined and whether a new CCR is required.

2.3.11 Airfield Pavement Markings

Airfield pavement will be marked in accordance with Standards for Airport Marking AC 150/5340-1 (latest edition). A displaced threshold for the existing runway will be utilized during construction of the runway extension. The temporary markings will be removed and replaced with the standard runway markings when the project is complete. Existing Runway 35 end markings will be removed.

2.3.12 Construction Safety and Phasing Plans (CSPP)

Engineer will develop a construction safety and phasing plan (CSPP). As part of the CSPP development, Engineer will hold two workshops as described below:

1. Airport Tenant Workshop – Engineer will hold a meeting at the Airport Terminal Building with airport tenants to obtain feedback regarding flight operations during construction for each potential phasing plan.
2. Contractor Workshop – Engineer will hold a meeting with prospective bidders to determine the available construction capacity for the project.

Multiple phasing alternatives will be considered. Phasing alternatives will include, but not limited to the following:

1. Displace Threshold to Reduce Runway Downtime – This will allow the runway to remain open with an operational length of no less than 3,000-ft.
2. Taxiway as Alternate Landing Surface – This will allow the airport to remain while the runway is closed.
3. Complete All Work in a Single Phase – The runway work will be completed in a single phase. All traffic will be diverted to a temporary runway located on the

restriped parallel taxiway.

After receiving comments from each workshop, Engineer will develop a preliminary construction safety and phasing plan (CSPP) for the Owner's review prior to submission to the FAA. Upon Owner approval, this plan will be submitted to the FAA for review. The plan will be submitted to the FAA in two phases. The first submission will include "Points of Interest" identifying the limits of each construction phase. The second submission will include the full CSPP.

2.3.13 Utility Coordination

The Engineer will coordinate with the Owner and FAA to located and protect any existing utilities or Navigational Aid cables. Section 10 of the 2017 Preliminary Engineering Report identifies concerns regarding a waterline that crosses under the proposed runway extension. The Engineer will confirm the waterline's location, impact on the project, and identify additional protection for the section of waterline that is within the proposed runway safety area and taxiway safety area (install a sleeve around the waterline).

2.3.14 Geotechnical Review

A Subsurface Exploration & Geotechnical Engineering Report has been provided by a Licensed Professional Engineer. The Engineer will perform a review of the proposed subgrade findings and recommendations stated in the geotechnical report. If the Engineer has any concern with the findings or recommendations, the Engineer will provide OAC and FAA a written narrative of those concerns.

2.4 Preliminary Design

2.4.1 Preliminary Plans, Specifications, & Engineer's Report

Engineer will develop preliminary plans, specifications, and engineer's report and submit these to the Owner, OAC, and FAA for review.

2.4.2 Preliminary Owner Review Meeting

Engineer will meet with the Owner and OAC to review the preliminary plans, specifications, and engineer's report and to receive Owner comments and direction. Engineer will submit the preliminary plans to the FAA after incorporating any Owner comments.

2.5 Final Design

2.5.1 Final Plans, Specifications, & Engineer's Report

Engineer will incorporate any comments from the preliminary review and will prepare for final publication of documents. Engineer will furnish plans, specifications, and Engineer's

Report to the Owner, OAC, and FAA.

2.6 Bidding Services

Engineer will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-bid conference and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract. Engineer will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Engineer will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents. Engineer will consult with the Owner concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents. Engineer will attend the bid opening, prepare bid tabulation sheets and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. Engineer will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor, OAC, and FAA.

2.7 Grant Administration Services

2.7.1 Federal Administrative Required (FAR) Documents

Engineer will prepare all FAR documents for the Owner's execution and submittal (when applicable the Engineer will submit the document directly to FAA).

2.7.2 Grant Application

Engineer will prepare FAA and OAC grant applications for this project.

2.7.3 FAA Quarterly Reports

Engineer will prepare FAA quarterly reports for Owner's execution and submittal

2.7.4 Requests for Reimbursement

Engineer will prepare FAA and OAC request for reimbursement forms for Owner's execution and submittal.

2.7.5 Design Only Grant Closeout Documentation

Engineer will prepare all FAA and OAC grant closeout documentation for Owner's execution and submittal.

2.8 DBE Update

Prepare Disadvantage Business Enterprise updates that are required for this project.

2.9 Construction Phase Services and Construction Management Plan

To be added through contract amendment.

2.10 Project Deliverables

Engineer will submitted the following as indicated:

1. Preliminary Design Documents (1 copy to Owner, OAC, and FAA)
 - a) Preliminary Engineer's Report
 - b) Preliminary Plans
2. Final Plans, Specifications, and Engineer's Reports (1 copy to Owner, OAC, and FAA)
 - a) Final Engineer's Report and Closeout Report
 - b) Final Plans
 - c) Contract Documents and Specifications
3. Electronic files of the Project Deliverables submitted to Owner, OAC, and FAA.

2.11 Extra Work

Unless identified above, the following items are not included under this agreement but will be considered as extra work:

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Additional extension design or extension analysis beyond that included in the recommendations from the 2017 PER.
4. Design of any utilities relocation.
5. Construction phase, materials testing, or closeout services. This work is anticipated to be included under a contract amendment.
6. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.

Extra Work will be as agreed in writing by the Owner and Engineer for an additional fee.

AGREEMENT FOR PROFESSIONAL AIRPORT CONSULTING SERVICES

THIS AGREEMENT, made as of the 10th day of February, 2015, by and between the City of Durant, 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 in connection with engineering, planning, and coordination of any airport maintenance or capital improvement project, and management consultation for Durant Regional Airport-Eaker Field as shown on Exhibit B, 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.

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 Subcontractor(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.

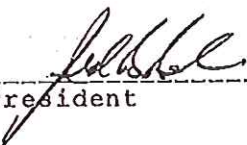
J. Nothing in this contract shall be construed as preventing the Owner from acquiring elsewhere the services discussed in Section II.

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.

CITY OF DURANT



President



Mayor

ATTEST

ATTEST

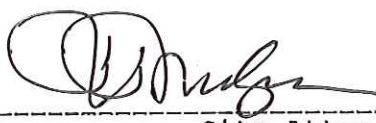




City Clerk

(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 Consultant; 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

Overlay Runway 17-35; and Extend Runway 35.

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 Runway 17-35; Improve Airport Drainage and Erosion Control; Remove Obstructions; Improve All Safety Areas, and Complete Approach Slope Surveys for Runway 17 and 35; 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.



The City of Durant

Public Works Director

Memorandum

Date: 1/25/2018
To: Airport Authority
From: Marty Cook - Public Works Director
Re: Consider Approval of Request for Authorization to Purchase (RFAP # 2018 - 124) for Professional Services for the Airport Runway Extension Project to LBR Inc. in the amount of \$328,550.

This negotiated fee amount is for the Survey, Design, Bidding Services, and Grant Administration of the Airport Runway Extension Project. This fee has been negotiated with the guidance of the Oklahoma Aeronautics Commission (OAC) and the assistance of Municipal Consulting Group. It has also been recognized by the Federal Aviation Administration (FAA) as an acceptable bid. This is part of a larger grant project to extend our runway an additional 1,800 linear foot at the Airport.

Council Information / Action Requested

Approve RFAP # 2018 - 124

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

ATTACHMENTS:

Description	Type	Upload Date
rfap 2018 - 124	Cover Memo	2/2/2018

SPEND/CNTRCT#

INCODE PROJ#

RFAP#

2018-124

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):
Professional Services to include Design, Survey, Bidding Services, and Grant Administration fro the Runway Extension project at the Airport.
- 2 Department requesting authorization:
Airport Projects
- 3 Bidding recommendation (award or reject along with name and contact information of vendor):

LBR Inc.
- 4 Estimated Purchase Date (M/D/Y): February 15, 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: #015-065-503.80-35
- 8 Spending / purchase request details (complete below blanks):
- 8a Amount requested to spend \$328,550.00
- 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 Yes
- 8e Does the purchase involve Grant Funding (Yes or No) Yes
- 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.

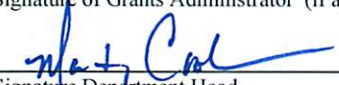
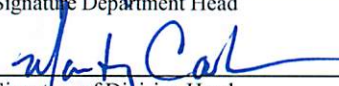
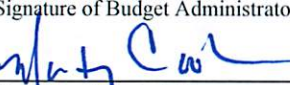
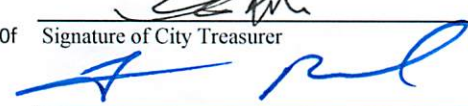
LBR Inc., our previously determined design contractor, has provided a fee estimate. The fees were then negotiated by ourselves and an outside third party and approved by the FAA for appropriateness.

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):
		1-31-18
10b	Signature Department Head	date (M/D/Y):
		1-31-18
10c	Signature of Division Head	date (M/D/Y):
		2-2-18
10d	Signature of Budget Administrator	date (M/D/Y):
		1-31-18
10e	Signature of Project Manager	date (M/D/Y):
		2-01-2018
10f	Signature of City Treasurer	date (M/D/Y):
		1-31-18
10g	Signature of City Manager (only over \$2,000)	date (M/D/Y):

11h City Manager Comments:

MUNICIPAL CONSULTING GROUP

- AIRPORT PLANNING & MANAGEMENT - PROJECT DEVELOPMENT - PROJECT MANAGEMENT - INFRASTRUCTURE MANAGEMENT

2513 East 18th Street, Tulsa, Oklahoma 74104

phone: (918) 346-9134

e-mail: jthoigh@cox.net

MEMORANDUM

Date: January 26, 2018
Subject: Fee Negotiation Log
Runway Extension, Durant Regional Airport
To: Project File
From: Jeff Hough, P.E., C.M., Owner  1/26

References:

- Independent Fee Estimate, August 15, 2017
- LBR Fee Proposal, received November 13, 2017
- Scope of Design Services, October 26, 2017

November 13, 2017. I received, via e-mail, the LBR Fee Proposal from Dale Williams at the Oklahoma Aeronautics Commission.

November 14, 2017. I called LBR, Inc. and discussed the project history with Jed Banks and Tyler McDonald. When preparing the IFE, based on the information I had at the time, I anticipated that LBR had previously been contracted to prepare some level of preliminary plans for the project. In today's phone call, I was advised that in previous contracts, LBR's work was limited to some preliminary planning work on a runway plan and profile to support FAA approval of the runway extension and approval of a modification to standards regarding runway profile criteria. LBR has not been previously contracted to prepare any construction plans for this project. As a result, I have concluded that the IFE needs to be adjusted accordingly.

December 3, 2017. I reviewed LBR's Fee Proposal in detail. Obvious differences compared to the IFE include hourly rates, overhead rates, and profit. The IFE included rates that were set toward the lower end of the acceptable range for these items. The rates proposed by LBR are within what I consider to be a normally acceptable range, so I reformatted the IFE to reflect them. There were also differences in the design effort involved, which were consistent with the November 14th discovery that LBR had not been previously contracted to prepare any construction plans for the project.

December 5, 2017. I called LBR and discussed the project scope in some detail with Jed Banks and Tyler McDonald. The purpose of the call was to make sure I understood

how they developed their approach to the project. During the conversation, I discovered that the Design Scope of Services document used during preparation of the IFE had been modified. LBR e-mailed me a copy of the latest version dated October 26, 2017. The changes were not large, but did add some scope to the grant administration section of the document. Following the phone call, I proceeded to prepare an update to the estimate of work hours in the IFE based on the information I gathered to date. I added hours to reflect the additional grant administration scope included in the latest Design Scope of Services document. I also included more hours in the preliminary and final design sections of the IFE to address a more appropriate (but still somewhat conservative at this point) level of design effort to account for the low amount included in the original IFE.

December 6, 2017. After some further refinement of the updated IFE, which now totaled \$298,707.88, I forwarded the IFE to LBR, Inc. for their review and consideration.

December 8, 2017. Tyler McDonald at LBR e-mailed me their updated fee proposal for the project. Their fee proposal now stands at \$328,550.00. This amount is within 10% of the updated IFE.

December 8, 2017. I forwarded to the City of Durant and Oklahoma Aeronautics Commission the revised IFE and latest fee proposal from LBR. I asked for their review of the information and advised that since LBR's latest fee was within 10% of the latest IFE, no further negotiation should be necessary. Accordingly, at that time I was prepared to recommend that the City of Durant accept LBR's December 8, 2017 fee proposal as reasonable.

January 25, 2018. I received word via the Oklahoma Aeronautics Commission staff that they and the City of Durant had reviewed the information I provided. By way of this memorandum, I recommend that the City of Durant accept LBR's December 8, 2017 fee proposal (\$328,550.00) as reasonable.

attachments:

- Scope of Design Services, October 26, 2017
- updated IFE, December 6, 2017
- revised LBR Fee Proposal, December 8, 2017



The City of Durant

Public Works Director

Memorandum

Date: 1/31/2018
To: Airport Authority
From: Marty Cook - Public Works Director
Re: Consider Approval of Request for Authorization to Purchase (RFAP # 2018-125) for an Airport Service Tug in the Amount of \$30,000.00

We have discovered a used Tug for sale that will fit the future of our Airport. This is a AP8700 Lektro Tug (Serial # A8615-494DP). Our current tug is very old and continually needing repair. It is also not large enough for the newest visitors that are coming to our Airport. This Used Tug that we have located is fully refurbished, with brand new batteries, and is designed to move up to 80 Thousand Pounds, which is what we need. This is a product that has a very long life and they are very hard to find, used, anywhere. We have looked elsewhere and feel that this is a good deal, and a good fit, for our Airport.

Council Information / Action Requested

Approve / Deny RFAP # 2018-125

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

ATTACHMENTS:

Description	Type	Upload Date
rfap 2018-125	Cover Memo	2/2/2018

SPEND/CNTRCT#

INCODE PROJ#

RFAP#

2018-125

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

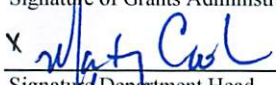
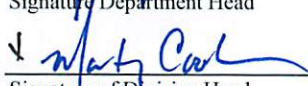
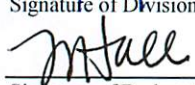
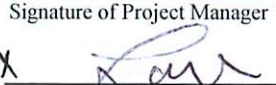
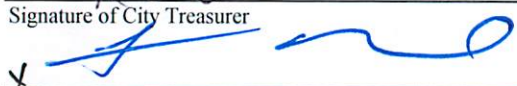
Item #

- 1 Item planned for spending (provide details):
Lektro Tug for the Airport to move planes around the area.
- 2 Department requesting authorization:
Airport - Marty Cook
- 3 Bidding recommendation (award or reject along with name and contact information of vendor):
blank
- 4 Estimated Purchase Date (M/D/Y): February 15, 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: # TBD 206-065-503-80-11
- 8 Spending / purchase request details (complete below blanks):
- 8a Amount requested to spend \$30,000.00
- 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.
- 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:

The uniqueness of this piece of equipment makes it impossible to get a competitive bid for a specific item. When buying used there are only a few options in the Nation and they vary in type and style. A new quote is included.

- 10 Signature & date blocks (complete appropriate sections):

10a	Signature of Grants Administrator (if applicable)	date (M/D/Y):
	N/A	
10b	Signature Department Head	date (M/D/Y):
	X 	1-30-18
10c	Signature of Division Head	date (M/D/Y):
	✓ 	1-30-18
10d	Signature of Budget Administrator	date (M/D/Y):
		1-29-18
10e	Signature of Project Manager	date (M/D/Y):
	X 	1-29-2018
10f	Signature of City Treasurer	date (M/D/Y):
	X 	1-29-18
10g	Signature of City Manager (only over \$2,000)	date (M/D/Y):

- 11h City Manager Comments:



S-M Sales, LLC
PO Box 55 / 314 Central Ave
Danville, KS 67036
(316) 712-1203
sm.sales@icloud.com

Invoice

BILL TO

Marty Pope
City of Durant
PO Box 578
Durant, OK 74702

SHIP TO

Marty Pope
City of Durant
PO Box 578
Durant, OK 74702

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
201757	01/31/2018	\$26,000.00	02/21/2018	At Time of Pick up	

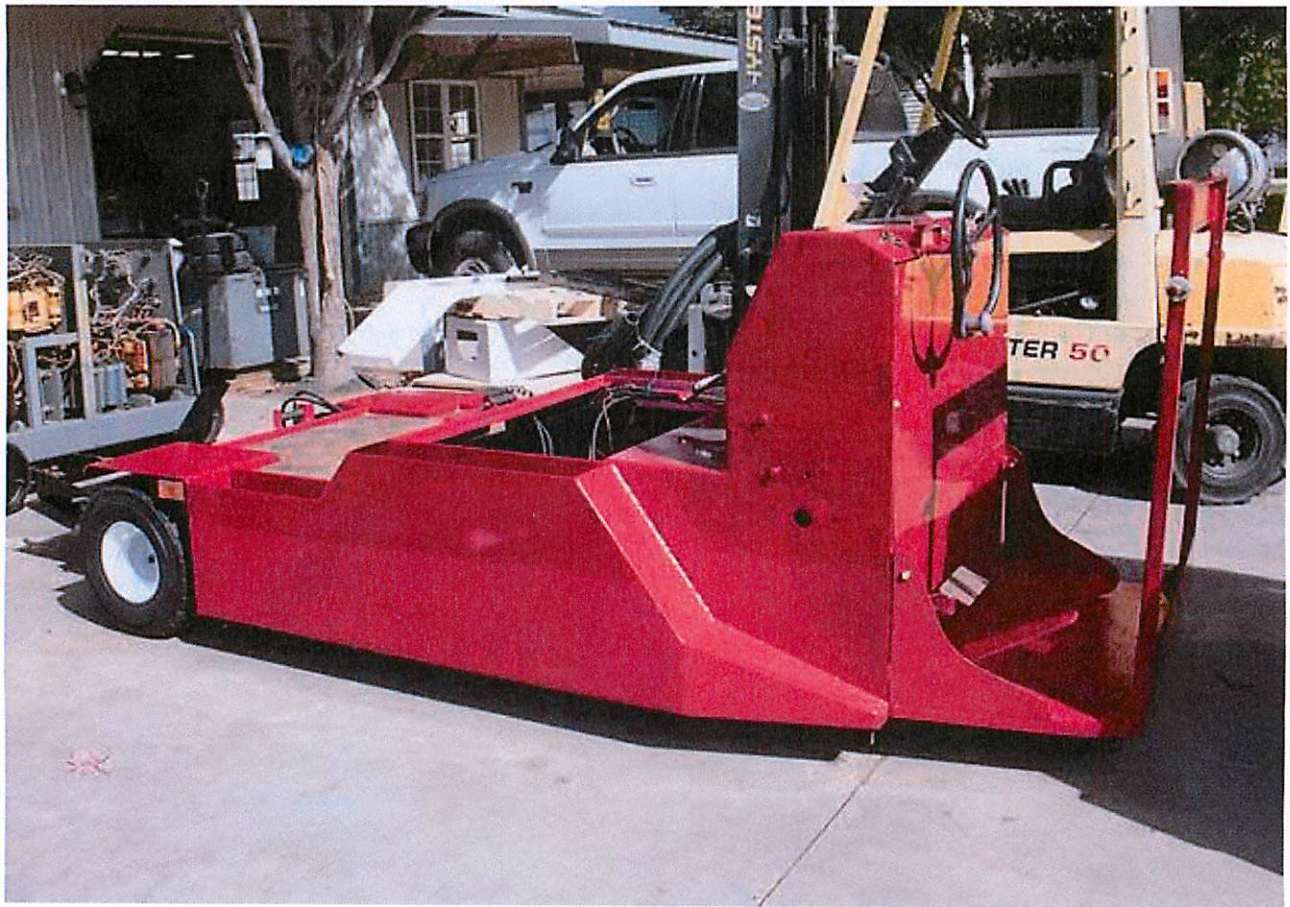
SHIP VIA

Pick up

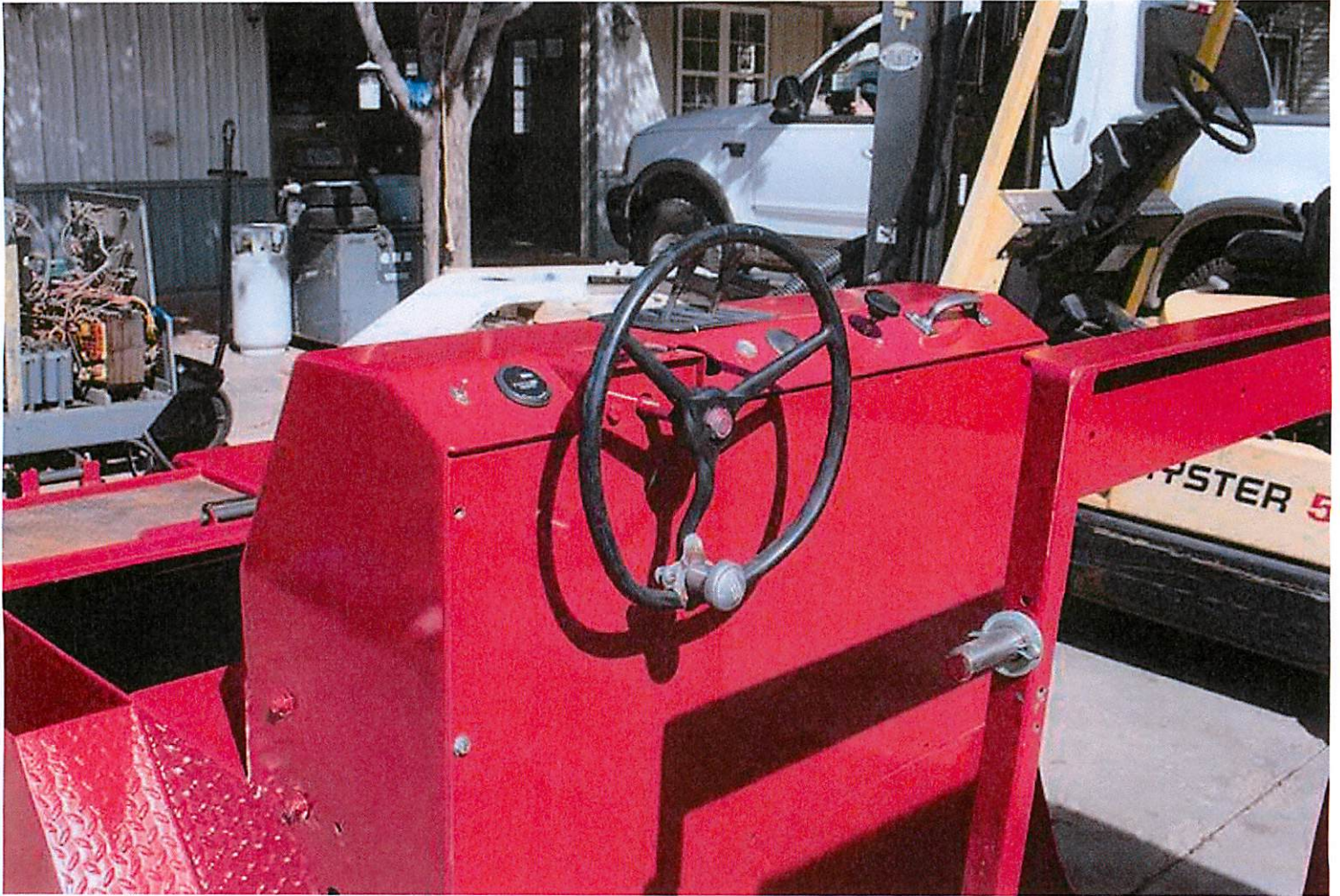
ACTIVITY	QTY	RATE	AMOUNT
GSE EQUIPMENT:Lektro Tug AP8700 Lektro Tug Serial #A8615-494DP	1	26,000.00	26,000.00

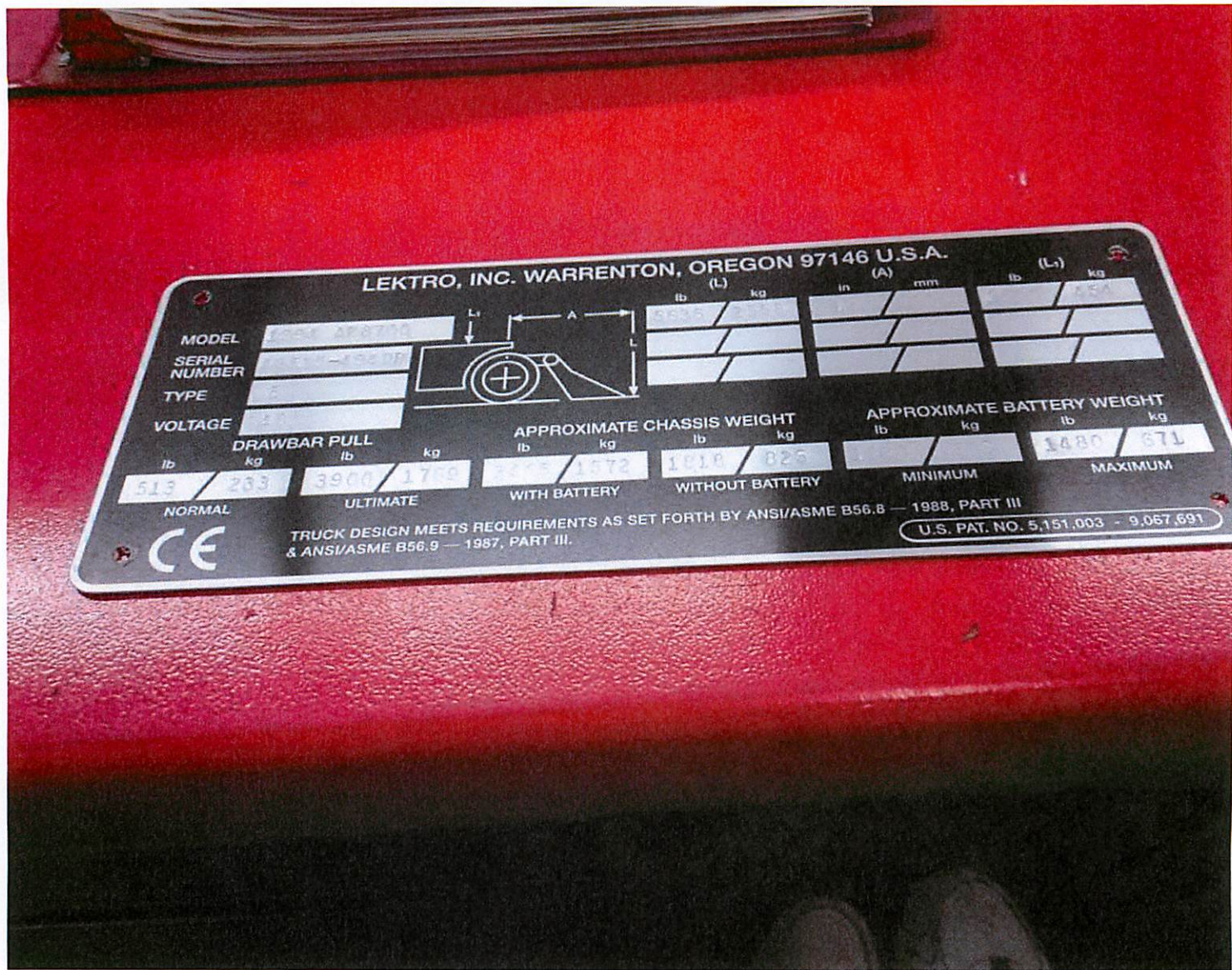
BALANCE DUE

\$26,000.00



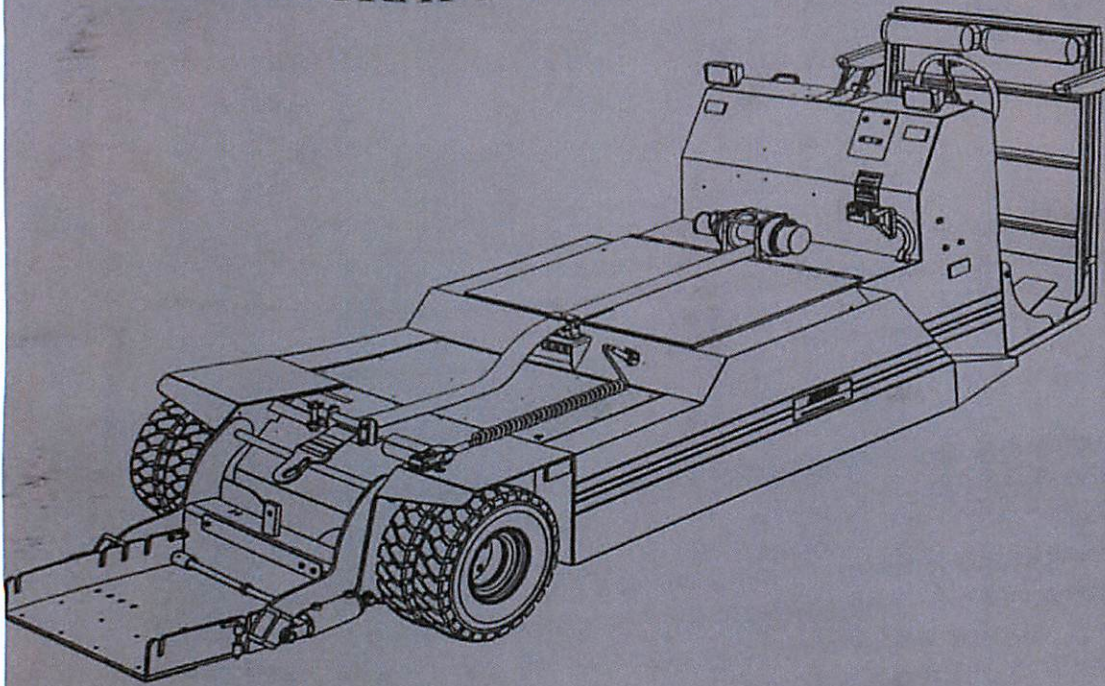






LEKTRO

AP8700A/AP8750A
AIRCRAFT TOWING VEHICLE



**OWNER'S
MANUAL**

**PART 2 - SERVICING
AND PARTS**

Edition 4

March 21, 1997



Marty Cook <mcook@durant.org>

Airport Equipment

1 message

David Bray <david.bray@brayaviation.com>

Fri, Jan 5, 2018 at 1:46 AM

To: Marty Cook <mcook@durant.org>

Marty,

Attached are some photos of a used Lektro Tug that I found the other day. It's a modern design and does not require a towbar. This unit has been completely overhauled and zero timed. This is the industry standard these days and this is what FBO's and even airlines are upgrading their old Towbar tractors to. If the city is going to buy some ground support equipment then this is a good deal that likely won't be around if you wait until February or March to go out for bids. If the city doesn't want to buy new equipment considering the possibility of FBO changes in the next few months then I would consider buying it provided there are lease concessions on the hangar front. Additionally if the City did purchase this tug whatever entity takes over FBO operations should be interested in buying it from the city. I know I would if my company was running the FBO.

The Contact info for the company that has it for sale is below

Gary Cooper

S&M Sales

[316-550-7485](tel:316-550-7485)

Let me know what you guys decide and when I can expect to see a hangar lease proposal,

David Bray

Aviation Director/Chief Pilot

Ten Point Tours, Inc.

[580-931-7874](tel:580-931-7874)david.bray@brayaviation.com

5 attachments



image1.JPG
145K



image2.JPG
147K



image3.JPG
178K



image4.JPG
170K



image5.JPG
153K



The City of Durant

Office of City Clerk

Memorandum

Date: 2/8/2018
To: Airport Authority
From: Dewayne Williams, F.B.O.
Re: Airport Manager's Monthly Report - January 2018

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

Description	Type	Upload Date
Airport Manager's Monthly Report - January 2018	Exhibit	2/8/2018



THE CITY OF DURANT

Office of the Solid Waste Superintendent

SOLID WASTE PROJECTS SCHEDULE ***January 2018***

A. Work Completed:

1. Hauled 53.28 tons of extra hauling
2. Hauled 76 loads of extra hauling
3. Picked up and delivered 23 sharps
4. No abatement this month
5. Cleaned Sunny Side rd. 2 times
6. Refurbished 9 dumpsters
7. Replaced 3 dumpsters with new
8. Cleaned dead ends of Cemetery rd. 2 times

B. Work Planned For February

1. Refurbish. dumpsters
- 2.

C. Work Planned For Jan. '1-18 – Dec. 31-18

1. Pick up trash

D. Projects Planned And Requested For Authorization:

1. None.