

WAYNE MUNICIPAL
AIRPORT AUTHORITY
AMENDED AGENDA
February 13, 2017
7:00 p.m.

1. Call to Order

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the east wall of the Airport Terminal Meeting Room.

The Airport Authority reserves the right to adjourn into executive session as per Section 84-1410 of the Nebraska Revised Statutes.

Public Comments - Anyone desiring to speak on an agenda item is invited to do so, and should limit themselves to three minutes after being recognized by the Chair.

2. Pledge of Allegiance

3. Approval of Minutes

4. Approval of Claims

5. New Business

- Artificial Rain service agreement
- Review Audit (copies will be available at meeting – also available on city website)

6. Old Business

- Parallel Taxiway to Runway 17/35 Paving & lighting
 - i. Update
 - ii. Approval of agreement for design and construction
- Airport Projects
- Other business
 - i. Hangar leases not received (Christensen, Dangberg hangar #13, Albers, Ag Werx)

7. Airport Managers comments

8. Member comments

9. Adjourn

WAYNE AIRPORT AUTHORITY
BANK SUMMARY
CHECKING ACCOUNT
February 13, 2017

PREVIOUS BALANCE 113,275.85

DEPOSITS:

Interest on checking account	28.24
Avgas	4,119.29
County Treasurer	6,399.26

10,546.79

TOTAL AVAILABLE 123,822.64

CLAIMS:

Claims Paid January 9, 2017 15,140.14

BOOK BALANCE AS OF January 31, 2017 108,682.50

Plus Outstanding Checks .00

Less Outstanding Deposits 1,320.00

BANK BALANCE AS OF December 31, 2016 107,362.50

WAYNE MUNICIPAL
AIRPORT AUTHORITY
February 13, 2017

Ck #7087	American Broadband – telephone	91.40
Ck #7088	Appeara – Rugs & mops.....	59.00
Ck #7089	Becker Flying Service – Managers contract.....	2,000.00
	Less FBO lease	(100.00)
	Less storage bldg.	(61.00)
		1,839.00
Ck #7090	Black Hills Energy – natural gas	357.67
Ck #7091	Bomgaars – flags, cleaners, knee boot.....	88.88
Ck #7092	Century Link – DSL.....	71.99
Ck #7093	Chesterman Co – Water dispenser rental & water.....	7.00
Ck #7094	City of Wayne	
	NDB/AWOS	52.03
	Apron lighting.....	114.49
	House	326.90
	Terminal/hangar.....	926.79
	Shop.....	171.82
	Office & irrigation	119.45
	Registration.....	285.00
	Lodging.....	379.80
	Postage	29.50
	Notices.....	75.77
	Treasurer's fee	500.00
		2,981.55
EFT	Department of Aeronautics –	
	Terminal/Hangar	1,182.00
	AWOS.....	383.33
	NDB	160.00
		1,725.33
Ck #7095	Heartland Natural Gas – natural gas	589.71
Ck #7096	Jim Hoffman – Digital TV.....	48.19
Ck #7097	John Deere Financial – parts.....	24.32
Ck #7098	Johnny's Pest Control – pest control	42.00
Ck #7099	Northeast NE Insurance Agency – airport liability.....	4,450.00
Ck #7100	Northeast Nebraska Public Power District – Electricity PAPI's	99.82
Ck #7101	North Central Builders – re-attach change drive on bifold door	750.00
Ck #7102	O'Reilly Auto Parts – snow blower parts.....	6.40
Ck #7103	Olsson Associates – Estimate #6	1,905.20
EFT	Verizon – cell phone	88.80
Ck #7104	Wisner West – Diesel fuel.....	130.66
	TOTAL	\$ 15,356.92

**ARTIFICIAL
RAIN
LLC.**

**Robert Pommer
PO BOX 54
Carroll, NE 68723**

SERVICE AGREEMENT 2017

Spring and Summer will be here before we know it, so it is time to start thinking about your sprinkler system. We are located just a few miles west of Wayne. This allows me to be close to the Wayne, Norfolk, and Wakefield communities as well as the surrounding area and also to better serve you as a customer and be more available for any sprinkler needs you may have. I am offering a service agreement/contract to keep you covered all season long. This is a way to allow you to save money over the whole season and also make it easier for me to better serve you and keep your sprinkler system well maintained. I am also offering snow removal service in the winter. If you would be interested in a bid please check the box below.

The service agreement will be as follows:

Customer agrees to pay the one time amount of \$100.00 for the following services:

***Spring Turn on and System Check**

-This consists of turning on water to system, checking every sprinkler head and making sure each head is set and spraying in the appropriate area. Over winter, heads can become tilted, twisted, or damaged due to ground freezing and thawing. I will also be looking for any leaks or any other problems with the sprinkler system. At this time, I would fix and or replace any parts needed to get your sprinkler system working properly. The only fee at this time would be on parts needed. No labor charge(up to 1 hour)

***Fall Blowout/Shutdown**

-This consists of shutting off the water to system and blowing out all water lines and valves to prevent any freezing and cracking from occurring. I will go through each zone on the sprinkler system and blow out all lines until no water is left in the system. There would be no fee at all at this time. Blowouts and shut downs will start around mid October, depending on the weather.

***10% discount on all parts needed throughout the whole season**

-I will be giving a 10% discount on all parts needed for any repairs, leaks, bad heads, or any service that is needed throughout the year. After the spring turn on, all normal labor fees will apply to service calls.

Please check the appropriate lines below and **return bottom portion with payment by March 1, 2017** to the address listed above at the top of the page. Please return as soon as possible so that I can get everyone lined up and all sprinklers systems up and running right away this spring. The last few years has been an early warm spring. Hope you all have a Happy 2017! Thank You.

Yes I would like to participate in the Service Agreement for the amount listed above

I do not wish to participate in the Service Agreement, but do wish to have you come do a Spring Turn On and System Check and understand that all normal labor and material fees will apply.

I am not interested in the Service Agreement at this time.

I would be interested in a bid for Snow Removal for 2016-2017 winter.

Customer Signature: _____

Address: _____

Name Printed: _____

Date: _____

Phone # : _____

If you agree to this contract, I will be contacting you this spring to set up a time that is convenient for you for your spring turn on and system check. I look forward to being able to further service and maintain your sprinkler system this year. **If you have any questions please call Rob at 402-750-5855 or 402-585-4384**

FINAL DESIGN PHASE

	NDA	Rates	TOTALS	Olssons	Rates	TOTALS
Team Leader	25	\$ 65.00	\$ 1,625.00	12	\$ 68.00	\$ 816.00
Sr Proj. Engineer	150	\$ 46.00	\$ 6,877.00	52	\$ 56.20	\$ 2,922.40
Proj. Eng	132	\$ 40.00	\$ 5,280.00	150	\$ 45.90	\$ 6,885.00
Engineer	141	\$ 30.00	\$ 4,230.00	0	\$ 64.00	\$ -
Asst. Eng.	151	\$ 28.00	\$ 4,228.00	154	\$ 33.65	\$ 5,182.10
Reg Surveyor	2	\$ 45.00	\$ 90.00	12	\$ 38.00	\$ 456.00
Survey Party Chief	32	\$ 35.00	\$ 1,120.00	123	\$ 27.50	\$ 3,382.50
Sr tech	138	\$ 25.00	\$ 3,450.00	0	\$ -	\$ -
Assoc. Tech	80	\$ 20.00	\$ 1,600.00	231	\$ 25.25	\$ 5,832.75
Tech.	80	\$ 18.00	\$ 1,440.00	173	\$ 24.00	\$ 4,152.00
Clerical/Team sst	36	\$ 18.00	\$ 648.00	32	\$ 22.40	\$ 716.80
	<u>967</u>		\$ 30,588.00	<u>939</u>		\$ 30,345.55
176.66% overhead			\$ 54,036.76			\$ 53,608.45
Total Labor			\$ 84,624.76			\$ 83,954.00
Non Direct Salary			\$ 5,674.00			\$ 2,648.00
Fixed Fee		12%	\$ 90,298.76		15%	\$ 86,602.00
			\$ 10,239.60			\$ 12,593.10
			\$ 100,538.36			\$ 99,195.10

BID PHASE

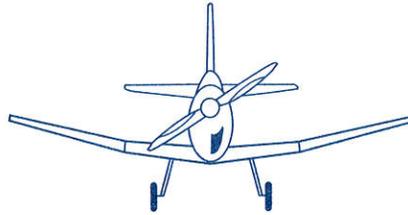
	NDA	Rates	TOTALS	Olssons	Rates	TOTALS
Team Leader	0	\$ 65.00	\$ -	0	\$ 68.00	\$ -
Sr Proj. Engineer	11	\$ 46.00	\$ 506.00	2	\$ 56.20	\$ 112.40
Proj. Eng	15.5	\$ 40.00	\$ 620.00	24	\$ 45.90	\$ 1,101.60
Engineer	29	\$ 30.00	\$ 870.00	0	\$ 64.00	\$ -
Asst. Eng.	19	\$ 28.00	\$ 532.00	18	\$ 33.65	\$ 605.70
Reg Surveyor	0	\$ 45.00	\$ -	0	\$ 38.00	\$ -
Survey Party Chief	2	\$ 35.00	\$ 70.00	0	\$ 27.50	\$ -
Sr tech	0	\$ 25.00	\$ -	8	\$ 27.50	\$ 220.00
Assoc. Tech	0	\$ 20.00	\$ -	8	\$ 25.25	\$ 202.00
Tech.	0	\$ 18.00	\$ -	0	\$ 24.00	\$ -
Clerical/Team sst	24.5	\$ 18.00	\$ 441.00	16	\$ 22.40	\$ 358.40
	<u>101</u>		\$ 3,039.00	<u>76</u>		\$ 2,600.10
176.66% overhead			\$ 5,368.70			\$ 4,593.34
Total Labor			\$ 8,407.70			\$ 7,193.44
Non Direct Salary			\$ 558.00			\$ 1,010.00
Fixed Fee		12%	\$ 8,965.70		15%	\$ 8,203.44
			\$ 1,017.33			\$ 1,079.02
			\$ 9,983.03			\$ 9,282.45
			\$ 110,521.39			\$ 108,477.55
Mobilization			\$ 1,095.00			\$ -

Geotechnical Scope & fees

Site Layout & Meeting
Coring & Sampline
Materials Lab Testing
Project Coordination
Reimbursable expenses

\$ 315.00
\$ 11,425.00
\$ 3,525.00
\$ 5,840.00
\$ 2,000.00
\$ 24,200.00

\$ 30,719.00



Wayne Municipal Airport

RECORD OF NEGOTIATIONS

Wayne Municipal Airport / Stan Morris Field
Wayne, Nebraska
Anticipated AIP Project No. 3-31-0086-014

Project Description:

- Partial Parallel Taxiway to Runway 18/36 (section south of Runway 5/23) – Grading & Paving
 - Partial Parallel Taxiway to Runway 5/23 (section east of Runway 18/36) – Grading & Paving
 - Reconstruct three T-hangar taxilanes, not including the individual driveways to each hangar door
1. The Sponsor (Wayne Airport Authority) published a Request for Qualifications in the Wayne Herald on April 21, 2016. The Sponsor also contacted Olsson Associates, Alfred Benesch & Co. and McLauri Engineering.
 2. Olsson & Benesch submitted Statements of Qualifications. Olsson Associates of Lincoln, Nebraska was selected in June 13, 2016 from those consultants who submitted their qualifications. The selection was based on the criteria listed in the Request for Qualifications
 3. A meeting was held in December 2016 with the Sponsor and Consultant to discuss the scope of services and ensure that everyone had a thorough understanding of the project.
 4. The Consultant submitted their draft engineering agreement on January 9, 2017 broken down as follows:
 - a. Design Phase \$ 99,200
 - b. Bidding Phase \$ 9,300
 - c. Special Services – Design \$ 47,042
 5. The Nebraska Department of Aeronautics (NDA) prepared an Independent Cost Analysis (ICA), dated January 24, 2017 broken down as follows:
 - a. Design Phase \$ 100,539
 - b. Bidding Phase \$ 9,983
 - c. Special Services – Design \$ 24,200
 6. The Sponsor and Consultant held a telephone conference call on February 2, 2016 to discuss the draft engineering agreement. The Consultant agreed to make revisions to their geotechnical design fee to \$30,719. The Special Services will be billed as actual expenses and may be less than the not-to-exceed amount. The Consultants revised proposal was within 10% of the Independent Cost Analysis and the fee proposal is considered reasonable by the Sponsor. The revised fees are broken down as follows:
 - a. Design Phase \$ 99,200
 - b. Bidding Phase \$ 9,300
 - c. Special Services – Design \$ 30,719

7. The draft contract, which includes the scope of services and Consultant's fee proposal, is submitted with this Record of Negotiations. The negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14 have been followed.

Signature: _____

Date: _____

Dennis F. [unclear]
February 3, 2017

CONSULTANT AGREEMENT

**Airport Improvement Program (AIP) Project No. 3-31-0086-014
OA Project No. 016-2139**

Wayne Municipal Airport / Stan Morris Field

PROJECT DESCRIPTION (the "Project")

- Partial Parallel Taxiway to Runway 18/36 (section south of Runway 5/23) – Grading & Paving
- Partial Parallel Taxiway to Runway 5/23 (section east of Runway 18/36) – Grading & Paving
- Reconstruct three T-hangar taxilanes, not including the individual driveways to each hangar door

THIS AGREEMENT is made and entered into by and between the consulting firm of Olsson Associates, Inc. of Lincoln, Nebraska hereinafter called "Olsson" and the Wayne Airport Authority of Wayne, Nebraska, hereinafter called the "Sponsor" or "Client".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1: GENERAL

The Sponsor agrees to engage Olsson to provide the services described in Sections 2 through 6 (Olsson's "Scope of Services") for the Project.

Curtis Christianson will represent Olsson as Project Manager in the performance of this Agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for coordinating all activities necessary to complete the Project.

Olsson will provide equipment and personnel necessary to complete the Scope of Services, except as otherwise provided. Olsson shall be responsible for the quality, accuracy and coordination of the design, drawings, reports, surveys and other items furnished by Olsson as part of this Agreement.

Olsson agrees to provide its Scope of Services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope. This Agreement creates no other representation, warranty or guarantee, express or implied.

Sponsor warrants that it has the authority to authorize Olsson to enter onto the Project property and any adjacent property as necessary for Olsson to perform its Scope of Services.

SECTION 2: DESIGN PHASE

- a. Project management and coordination. Coordinate with the Sponsor, the Nebraska Department of Aeronautics (NDA) and the Federal Aviation Administration (FAA) to provide information on developments and decisions that are made concerning the project. Assist with preliminary project formulation and refinement of project scope. Prepare scope of services, including a detailed breakdown of tasks and costs.
- b. Conduct a project kickoff meeting via teleconference with the Sponsor, the Nebraska Department of Aeronautics (NDA) and the Federal Aviation Administration (FAA) in accordance with AIP Sponsor Guide No. 910 *Predesign Conference*. Olsson shall prepare a summary of the meeting that highlights critical project issues.
- c. Finalize design criteria in accordance with FAA Advisory Circulars (Runway/taxiway separation and Taxiway Design Group). Submit a preliminary pavement layout and brief explanation of the layout. Coordinate with FAA and NDA to ensure acceptance.
- d. Coordinate geotechnical investigation of existing pavement and soils. Olsson Associates will conduct all lab tests and prepare a report of lab results and subsurface conditions. See Section 6 Special Services for the design testing services.
- e. Conduct field assessment of the existing site and pavement and lighting conditions ("Field Assessment"). One project engineer and one technician shall conduct the on-site investigation. Take photographs of the project area and any typical distresses observed. Such Field Assessment is limited to visual observation of the site as it exists at the time of the observation. Field Assessment does not constitute exhaustive investigation and does not constitute any warranty or guarantee of any type that the site is suitable for the Project. Olsson is not responsible for identifying any concealed or latent defects that may be present at the site. Sponsor shall furnish the best obtainable information of which it is aware or could reasonably be aware of, as to surface and subsurface conditions through the exercise of reasonable diligence.
- f. Conduct topographic survey, including topography, pavement elevations and location, and other existing features as needed. All surveys will be tied to NAVD 88 control points. The survey will not be in accordance with FAA Advisory Circular 150/5300-18B.
- g. Floodplain Permitting
 - (1) Import LiDAR information, regulatory model for South Logan Creek, plans for the taxiway, and other pertinent information. Prepare proposed conditions hydraulic model to determine impact of the taxiway addition. This scope is prepared based on the assumption that the proposed taxiway will be constructed in the conveyance shadow of the existing runway and will not create an additional obstruction to flood flows of South Logan Creek and no mitigation measures will be required.
 - (2) Prepare and submit Floodplain Development Permit application to the City of Wayne. Application may include a no-rise certification if the proposed taxiway is in the designated floodway area.

- h. Pavement Design:
 - (1) Compile aircraft traffic data
 - (2) Develop 2 pavement design alternatives (concrete and asphalt)
 - (3) Perform pavement designs using FAA Advisory Circulars and/or pavement design software
 - (4) Prepare life cycle cost analyses for each pavement design
- i. Develop detailed layouts for taxiway and turnaround configuration.
- j. Develop longitudinal profiles for partial parallel taxiway to Runway 18/36 (Runway 36 end to Runway 5/23) and for partial parallel taxiway to Runway 5/23 (Runway 23 end to partial parallel taxiway to Runway 18/36), and for the 3 t-hangar taxilanes located east of the existing apron.
- k. Develop layouts and locations for taxiway light relocations and electrical ducts.
- l. Develop preliminary Construction Safety & Phasing Plan (CSPP)
- m. Present the preliminary results and recommendations at a meeting at the Sponsor's location and via teleconference with the FAA and NDA. Incorporate applicable comments into the final plans, specifications and design report.
 - (1) In addition to the teleconference, a preliminary design report, including the following items, will be submitted to the FAA:
 - i. Description of Work
 - ii. Listing of Applicable Design Standards
 - iii. Geotechnical Investigative Report
 - iv. Fleet Mix
 - v. Pavement Design
 - vi. FAARFIELD Calculations
 - vii. Life Cycle Cost Analysis
 - viii. Proposed Plan View and Pavement Profiles
 - ix. Proposed Typical Sections
 - x. Proposed Modification of Standards
 - xi. Proposed Project Phasing
 - xii. Draft CSPP
- n. Prepare detailed plans, specifications, contract documents, Construction Safety & Phasing Plan (CSPP) and engineer's design report. Olsson shall use FAA Advisory Circular (AC) 150/5370-10, *Standards for Specifying Construction of Airports* and shall follow the AIP Sponsor Guides listed below (current as of the date that Olsson executed the Agreement).
 - (1) Guide No. 920 – Engineering Report
 - (2) Guide No. 930 – Plans and Specifications
 - (3) Guide No. 940 – Regional Approved Modifications to AC 150/5370-10
 - (4) Guide No. 950 – Sponsor Modifications of FAA Standards
 - (5) Guide No. 960 – Operation Safety on Airports
- o. Prepare and submit electronically FAA Forms 7460-1 for Airspace Reviews of the two partial parallel taxiways and of the Construction Safety & Phasing Plan (CSPP) staging/storage area boundaries, haul/access routes and construction limit boundaries for each phase. Submittals will include detailed exhibits.

- p. Perform Quality Control review of the above documents by a senior airport engineer, prior to submittal to Sponsor, NDA and FAA.
- q. Submit plans, specifications, contract documents and engineer's design report to the Sponsor (1 copy), NDA (1 copy) and FAA (2 copies) for review within 90 days of the date that the Sponsor executed this Agreement.
- r. Conduct a plan-in-hand review meeting on-site with the Sponsor.
- s. Revise and submit plans, specifications, contract documents and engineer's design report within 14 days of receipt of comments from the Sponsor, NDA and FAA. Provide a written response to each comment. Provide one copy to each.

Olsson will affix the seal of a registered Professional Engineer licensed to practice in the State of Nebraska to the construction plans and specification/contract bound volume. The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations and other data prepared or obtained under the terms of this Agreement are instruments of service and shall remain Olsson's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished to the sponsor for their use. Olsson will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

SECTION 3: BIDDING PHASE

Upon receipt of the FAA's and Sponsor's authorization, Olsson will provide the following services to assist the Sponsor in advertising and securing bids.

- a. Provide sufficient copies of the approved plans and specifications to the Sponsor, plan rooms and www.QuestCDN.com for advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by Olsson. Olsson shall perform in accordance with AIP Sponsor Guide No. 1010 *Bidding*.
- b. Mail and/or email Notices to potential bidders and plan rooms. Contact contractors as needed to promote general interest in the project. Maintain a plan holders list.
- c. Conduct a pre-bid conference at the airport. Prepare minutes of the meeting and distribute to all attendees.
- d. Answer questions raised during the bidding process.
- e. Issue addenda as required.
- f. Attend the bid opening at the Sponsor's location.
- g. Tabulate and analyze bid results.
- h. Review bidders' qualifications. Evaluate bidders' compliance with Buy American Certification and DBE participation requirements.

- i. Furnish a written recommendation to the Sponsor regarding the award of the construction contract. The recommendation will include:
 1. Bid date
 2. Summarized bid table
 3. Evaluation of unit price extensions and total base bid, including an error check
 4. Addendums and acknowledgements
 5. Additional insured cost, if any
 6. DBE utilization, DBE letter of intent, DBE goal, and good faith effort (GFE) (if any) review for compliance with Sponsor's DBE program requirements
 7. Buy American compliance
 8. Confirmation of bidder's signature on proposal form
 9. Bid guarantee
 10. Pre-qualification requirements
 11. Pre-bid meeting (if any)
 12. Review of qualifications
 13. Debarment list verification
 14. Recommendation to award

- j. Conduct one teleconference to present bids to the Sponsor.

- k. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval in accordance with AIP Sponsor Guide No. 1020 *Contract Award*, except that the Sponsor Certification will be prepared and submitted by the NDA.

- l. After FAA's and Sponsor's approvals, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to FAA, NDA, Sponsor, and Contractor.

This phase will be considered complete when the executed construction contracts have been approved by the Sponsor, NDA and FAA. Re-advertising, if necessary, will be negotiated under an amendment to this Agreement.

SECTION 4: CONSTRUCTION PHASE – may be added by Amendment at a later date

SECTION 5: CLOSE OUT – may be added by Amendment at a later date

SECTION 6: SPECIAL SERVICES

- A. **Geotechnical Design Services:** Olsson Associates will sample existing pavement, conduct the soil borings and lab tests, and provide a geotechnical report of their findings and recommendations. In accordance with AC 150/5320-6F, Table 2-1, subsurface boring spacing and depth will be 200' Intervals at 10' below finished grade. See Exhibit E for a list of the anticipated tests and services.

The proposed fee is based on the following assumptions

- Number of Formations: 1
- Number of treatments per formation: 2

TESTS	PER FORMATION	TOTAL NUMBER OF TESTS
Atterberg (Untreated)	1	1
Atterberg (Treated)	4	4
Hydrometer	1	1
CBR – Point (Untreated)	1	1
CBR – Point (Treated)	10	10
Standard Proctor (Untreated)	1	1
Standard Proctor (Treated)	2	2
Chemical Test (Untreated)	1	1
Chemical Test (Treated)	2	2

SECTION 7: FEES AND CHARGES

The Sponsor shall pay Olsson for the services described in this Agreement as follows:

Section 2: Design Phase. Payment for the items included in Section 2, Design Phase, shall be the lump sum of \$99,200, shown on Exhibit A, attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed, except that 15% of the payment will be withheld until the plans and specifications are approved.

Section 3: Bidding Phase. Payment for the items included in Section 3, Bidding Phase shall be the lump sum of \$9,300, shown on Exhibit B attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed, except that 15% of the payment will be withheld until all executed contract documents are received by the Sponsor, NDA and FAA.

Section 6: Special Services – Geotechnical Design Phase. Payment for the items included in Section 6, Special Services – Geotechnical Design Phase shall be made based on direct salary, overhead costs and reimbursable expenses incurred, and subcontract costs, which are estimated on Exhibit E attached and made a part hereto.

The total charges for Section 6 will not be greater than the "Not-to-Exceed" (NTE) amount of \$30,719.00, unless the scope of work as set forth in Sections 1 and 6 is exceeded. If this occurs, the "Not-to-Exceed" amount may be increased by an amendment to this Agreement.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed payment with the final invoice adjusted to include the remaining unpaid balance of the fixed payment.

Exhibit E contains estimated quantities and unit prices. Actual hours, rates, charges and reimbursable expenses may vary. The labor and general administration overhead percentage is fixed and will not vary, unless revised by an amendment. The overhead percentage is supported by a statement of overhead expenses certified by Olsson's auditor or a governmental auditor. The fixed payment will not change, unless revised by an amendment to this Agreement.

Adjustments to Fees and Charges. If additional services are requested by the Sponsor during the course of this Agreement, an amendment will be negotiated to cover the added scope, fees and charges. If circumstances beyond the control of Olsson require more than 18 months from the date that Olsson executed the Agreement to complete the work specified herein, an amendment to this Agreement will be negotiated to cover the increase in Olsson's standard rates for services yet to be provided. All amendments are subject to the same approvals as this Agreement.

CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS. Olsson certifies that:

1. The plans and specifications will be developed in accordance with all applicable Federal standards and requirements and there will be no deviation from or modification to standards set forth in the advisory circulars without prior FAA approval;
2. The specifications for equipment will not be proprietary or written so as to restrict competition;
3. The development included in the plans is depicted on an airport layout plan approved by FAA;
4. Development which is ineligible for AIP funding will be omitted from the plans and specifications or will be depicted in a separate section;
5. Process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications;
6. A value engineering clause will not be incorporated into the contract without FAA concurrence;
7. The plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally-approved environmental finding;
8. For construction activities within or near aircraft operational areas, the requirements contained in the latest (as of bid date) Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications and a safety or phasing plan will be prepared with FAA's concurrence.

APPROVALS. It is understood and agreed that this Agreement and any amendments are subject to approval by the Nebraska Department of Aeronautics and the Federal Aviation Administration before any state or federal funds are obligated.

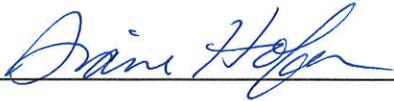
FEDERAL AND OLSSON'S GENERAL PROVISIONS. The Sponsor and Olsson acknowledge that they have reviewed the Federal Contract Provisions Attachment, Olsson's General Provisions and any Exhibits attached hereto, which are expressly made a part of and incorporated into this Agreement by this reference. In the event of a conflict or inconsistency between this Agreement and the General Provisions regarding the services to be performed by Olsson, the requirements of the General Provisions shall take precedence.

EQUAL OPPORTUNITY EMPLOYER. Olsson and Sub-Consultant shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to

employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, with copies to be filed with the Nebraska Department of Aeronautics (NDA) and the Federal Aviation Administration (FAA).

OLSSON ASSOCIATES, INC.
P.O. Box 84608
Lincoln, NE 68501





Executed by Olsson Associates on this 8th day of February, 2017.

By signing below, you acknowledge that you have full authority to bind the Sponsor to the terms of the Agreement. If you accept the terms set forth herein, please sign.



**SIGN
& DATE**

WAYNE AIRPORT AUTHORITY
P.O. Box 8
Wayne, NE 68787-0008

ATTEST

Chairman

Executed by the Sponsor on this _____ day of _____, 2017.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.575/mile*
Suburbans and Pick-Ups	\$0.75/mile*
Automobiles (OA Vehicle)	\$85.00/day
Aircraft (Personal)	\$118/hour*
Other Travel or Lodging Cost	Actual Cost or Per Diem
Meals	Actual Cost or Per Diem
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost
Telephone and Fax Transmissions	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Subconsultants	Actual Cost

*Rates consistent with or derived from the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

EXHIBIT A

**DESIGN PHASE
Wayne Municipal 3-31-0086-014**

1. Direct Salary Costs

<u>Title</u>	<u>Total Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
Team Leader	12.0	\$68.00	\$816.00
Sr. Project Engineer	52.0	\$56.20	\$2,922.40
Project Engineer	150.0	\$45.90	\$6,885.00
Elec. or Mech. Engineer	0.0	\$64.00	\$0.00
Assistant Engineer	154.0	\$33.65	\$5,182.10
Registered Surveyor	12.0	\$38.00	\$456.00
Sr. Technician	123.0	\$27.50	\$3,382.50
Assoc. Technician	231.0	\$25.25	\$5,832.75
Asst. Technician	173.0	\$24.00	\$4,152.00
Clerical	32.0	\$22.40	\$716.80

Total Direct Salary Costs: \$30,345.55

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs** 176.66% \$53,608.45

3. Fixed Fee: 15% of Items 1 & 2

\$12,593.10

4. Direct Nonsalary Expenses

Travel	\$800.00
Meals & Motel	\$300.00
Copies & Prints	\$1,140.00
Supplies, Phone, Misc.	\$408.00

Total Expenses: \$2,648.00

5. Subtotal of Items 1 - 4

\$99,195.10

6. Subcontract costs

\$0.00

7. Lump Sum Amount - Total Items 5 & 6

\$99,195.10

Rounded: \$99,200.00

** For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

EXHIBIT B

**BIDDING PHASE
Wayne Municipal 3-31-0086-014**

1. Direct Salary Costs

<u>Title</u>	<u>Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
Team Leader	0.0	\$68.00	\$0.00
Sr. Project Engineer	2.0	\$56.20	\$112.40
Project Engineer	24.0	\$45.90	\$1,101.60
Elec. or Mech. Engineer	0.0	\$64.00	\$0.00
Assistant Engineer	18.0	\$33.65	\$605.70
Registered Surveyor	0.0	\$38.00	\$0.00
Sr. Technician	8.0	\$27.50	\$220.00
Assoc. Technician	8.0	\$25.25	\$202.00
Asst. Technician	0.0	\$24.00	\$0.00
Clerical	16.0	\$22.40	\$358.40

Total Direct Salary Costs: \$2,600.10

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs* 176.66% \$4,593.34

3. Fixed Fee: 15% of Item 1 & 2

\$1,079.02

4. Direct Nonsalary Expenses

Travel	\$300.00
Meals & Motel	\$100.00
Copies & Prints	\$540.00
Supplies, Phone, Misc.	\$70.00

Total Expenses: \$1,010.00

5. Subtotal of Items 1 - 4

\$9,282.45

6. Subcontract costs

\$0.00

7. Lump Sum Amount - Total Items 5 & 6

\$9,282.45

Rounded: \$9,300.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

**EXHIBIT E
ESTIMATE OF
GEOTECHNICAL DESIGN COSTS
Wayne Municipal 3-31-0086-014**

LABORATORY / DRILLING:

Olsson Associates
601 P Street
Lincoln, NE

<u>SERVICE OR TEST</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated Total Cost</u>
<u>DRILLING INVESTIGATION</u>			
Mobilization (lump sum)	1	\$1,250	\$1,250
Drilling Cost (per lf)	250	\$27	\$6,750
Samples	100	\$0	\$0
Cores	4	\$65	\$260
Bore Hole & Core Hole Repairs	4	\$35	\$140
DCP	4	\$125	\$500
Per Diem (2 individuals)	2	\$300	\$600
	SUBTOTAL		\$9,500
<u>LABORATORY TEST</u>			
Unconfined Compression Test	32		
TWT Density/Moisture	16		
Atterbergs	9		
Standard Proctors	3		
consolidation Test	2		
CBR (1 point)	11		
Lab Technician (per hour average)	101.4	\$70.00	\$7,095
	SUBTOTAL		\$7,095
<u>SUBCONSULTANT LABORATORY ANALYSIS</u>			
Soil Corrosivity	3	\$75.00	\$225
<u>ENGINEERING REPORT & PREPARATION</u>			
Meetings	11	85	\$935
Drill Instructions Sheet and Sample Check-l	10	85	\$850
Lab Testing Review	8	85	\$680
Appendix Review	8	85	\$680
Pavement Subgrade Recommendations	4	86	\$344
Report Preparation	30	85	\$2,550
Senior Engineer Review / Consultation	18	200	\$3,600
Internal Comments	6	85	\$510
Response to FAA Comments	6	85	\$510
Engineering Technician	45	50	\$2,250
Clerical	18	55	\$990
	SUBTOTAL		\$13,899
		TOTAL	\$30,719

25 soil test borings (estimated) will be performed to a depth of 10' each. 4 DCP tests to 5 feet and 4 cores

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E). ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR" SHALL PERTAIN TO ANY AND ALL SUBCONSULTANTS UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING THE CONTRACT WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.326, 2 CFR § 200.333

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

CIVIL RIGHTS – TITLE VI ASSURANCES

1) Title VI Solicitation Notice

Reference: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

2) Title VI Clauses for Compliance with Nondiscrimination Requirements

Reference: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

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

- a) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will 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 will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c) **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 will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- d) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will 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 to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- i. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs a) through f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

3) Title VI List of Pertinent Nondiscrimination Authorities

Reference: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II(F)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

Reference: 49 CFR part 30

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TEXTING WHEN DRIVING

(References: Executive Order 13513, and DOT Order 3902.10)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA

encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The contractor must include these policies in each third party subcontract involved on this project.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II(B)

- a) The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b) If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c) If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

References: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <https://www.sam.gov>.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

BREACH OF CONTRACT TERMS

Reference 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

References: 49 CFR § 18.36(i)(12) and 2 CFR § 200 Appendix II(G)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated February 8, 2017 between Wayne Airport Authority, Wayne, Nebraska ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or

economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s)

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only

after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form

of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation,

some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any

fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years ; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by

Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by

Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime

contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be 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. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

June 28, 2016

Mr. Mike Hodge
Olsson Associates
601 P Street
Lincoln, Nebraska 68508

RE: Overhead Expense Factor

Dear Mike:

In response to your request, we have provided a recap of the computed amount of overhead expenses incurred in 2015 based on the audited Schedules of Indirect Costs and Costs with Adjustments as of and for the year ended December 31, 2015. Summarized below is your FAR Combined Overhead Rate that is detailed in the audit:

Combined FAR Overhead Rate (Including Computer Expenses) – 176.66%

Total fringe benefits	\$ 23,249,657
Total general and administrative expenses	35,419,235
Computer expenses (as described in Note 5 of the Schedules)	<u>5,015,433</u>
	63,684,325
Less computer expenses already included in general and administrative expenses	<u>(587,440)</u>
	63,096,885
Divided by direct labor	<u>35,717,138</u>
	\$ 1.7666

In summary, for every \$1.00 of direct labor paid, there is \$1.77 in overhead expenses attributable to that labor.

Sincerely,

BKD, LLP

Stephanie Christolea/dkm

Stephanie L. Christolea
Senior Manager

SLC/CMV/dkm



Memco, Inc.
1789 E C R 48
Bushnell, FL 33513
Phone: (800) 555-4754
Fax: (352) 241-9753

Quote Wayne municiple airport
To: (402) 369-4763
2304 east hwy 35
Wayne, NE 68787
United States

Quote Number:	11116	Expires:	01/20/17
Quote Date:	12/21/16	Salesman:	Ward II, Scott T

1 **C-10,000 F/S JET-A**

\$134,913.60 /EA

1 Flameshield 10,000 Gallon Tank Mounted on Saddles
 2 8" 8 Oz Emergency Vent Male w/O-ring
 1 3" Stack Vent (12' above grade)
 1 Interstitial Monitoring Port
 1 Engineered Hurricane Tie Down
 1 Tank Decal Kit
 1 Envirolastic 940 DTM Polyaspartic Urethane for High Performance Finish
 4 Misc. Female NPT Openings
 2 24" Manway w/ 7" Neck w/ Gasket & Bolts
 1 Aviation Equipment Platform
 1 Weather Cover Mounted on End of Tank
 1 Epoxy Coating Interior CHEMLINER 4000 Part A (Color: Clear) CHEMLINER 4000 Part B (Color: White)
 1 Ladder with Safety Shield
 1 UL 142 Labeled & Listed
 1 STEEL THICKNESS 1/4" SHELL, 5/16" PRIMARY HEAD, 1/4" SECONDARY HEAD
 1 Automatic high-level shut-off system at 95% tank capacity with pre-check
 1 Aluminum floating suction with stainless steel test cable
 1 Emergency fire vents, Standard tank vent Jet
 1 All product piping and hardware to be stainless steel
 1 Interstitial space visible monitor
 1 Tank shut-off valves and anti-siphon system
 1 External emergency valve
 1 Ground level reading tank gauge with high level alarm at 90% tank capacity
 1 Aviation compliant pump with explosion proof motor 230 volts Single phase
 1 Explosion proof motor starter and start-stop switch
 1 Two (2) 24" manways
 1 Aviation compliant 5th Edition aviation filter/separator with air eliminator, pressure relief, electric water defense, differential pressure gauge with push to test feature and stainless steel spring loaded drain valve
 1 Inlet strainer with stainless steel basket, and inlet adaptor with locking dust cover
 1 Liquid Controls meter with air eliminator, strainer, 1/10 register and pulsar for connection to self-service credit card terminal not provided
 1 One (1) Electric rewind hose reel with push button control, hose guides, 1.5" x 75' Aviation fueling hose API-1529 with over-wing nozzle OPW 295SAJC-0200 and F 116 nozzle
 1 Spring re-wind static grounding reel with stainless steel cable, ground clip, stop assembly
 1 Gammon dry break disconnect for nozzle interchange
 1 Electrical deadman control for single point refueling
 1 Hand operated tank sump pump with anti-siphon and lockable ball valve
 1 Calibrated tank gauge stick, and strapping chart
 1 Unit set up to Unit set up to off load transport at 150-180 GPM, fuel into-plane single point at 60-80 GPM, and fuel into-plane overwing at 20-30 GPM. Fuel to be filtered in and out.

This price is a budgetary estimate. A CAD drawing is required to ensure accuracy

Total: \$134,913.60

This quote is good for 30 days. It does not include sales tax, permitting, installation, setup, or delivery unless stated otherwise.

Please make checks payable to MEMCO Inc.

Ask Us About Our No Money Down Financing or Leasing Options!

Flameshield and Fireguard tanks include 30 year tank warranty backed by the Steel Tank Institute.

All Equipment and Piping Quoted is Installed at Factory.

Quotation Outline and Terms

- Your quote is based upon information available at the time of the quotation and is limited to items discussed and detailed during the quotation process. Memco, Inc. is not liable in any way for the system or tank's intended use.
- Memco, Inc. standard warranty, terms, and conditions are applicable to this quote, with customer warranty, terms, and conditions considered but, not agreed to unless otherwise stated. In the event that Memco, Inc. finds itself under consideration for purchase order issuance, customer warranty, terms, and conditions will be reviewed. Memco, Inc. reserves the right of rejection of any or all warranties, terms, or conditions as may be deemed necessary by the company.
- Applicable local, state, or federal sales or use taxes or permits are not included in your quote.
- Neither spare parts nor a spare parts list is included in your quote, unless specified.
- Unless specifically listed in your quote, no valves, controls, piping, or other attachments are included and must be supplied and installed by you or a third party.
- Materials used in the construction of your tank may be domestic, foreign, or a combination of the two. Specific country of origin requests may increase your cost.
- Memco, Inc. offers no field service.
- Per company policy, we do not accept purchase orders which include payment retention or liquidated damages clauses.
- Time schedule for issuance of approval drawings is dependent upon engineering backlog at the time of order. Estimated wait time for submittal is two weeks.
- All freight is FOB Clermont, FL 34711 unless otherwise specified.
- Memco, Inc. is not responsible, financially or otherwise, for transportation delays due to unforeseeable events including, but not limited to, permitting, route changes, weather or construction delays, breakdowns, or accidents.
- The original freight quote and the freight quote at time of shipment may change, due to fluctuating fuel prices and supply & demand of trucks. Memco, Inc. is not responsible for any additional freight cost associated.
- Scratching and/or paint scarring may occur to painted or coated surfaces during the loading and shipping process. Field touch up paint and labor is to be provided by you or a third party.
- Because the tank, equipment, and piping on your order will be subjected to vibrations and motion during delivery, Memco, Inc. will not be responsible for seepage or leaks at any threaded connections. Piping is tested in our shop at these connections after assembly and prior to shipment to assure there are no leaks or seepage. Memco, Inc. takes all necessary and reasonable steps to minimize vibrations in transit with the use of bracing. However, we cannot guarantee that seepage will not occur. Re-tightening on site BY OTHERS may be required.
- Memco, Inc. is not responsible for customer payment delays, tanks and equipment do not ship until Memco, Inc. is paid in full.
- Memco, Inc. is not responsible for knowing the customer's local rules and regulations. It is the customer's responsibility to find out if there is any special requirement that the local authorities enforce (i.e. Stage I or II Vapor Recovery, Overfill Prevention).
- Quotes are good for 30 days.

Shop Drawings

- Standard systems require a drawing deposit of \$100.00 per system. The \$100.00 drawing deposit is credited back when the final invoice submitted.
- Custom systems quoted are just estimates until we engineer the system in Auto CAD and we can create an accurate quote based on any custom equipment or engineering required.
- Custom systems require a deposit of \$300.00 per system. The \$300.00 drawing deposit is credited back when the final invoice submitted.
- Aviation systems require a deposit of \$500.00 per system. The \$500.00 drawing deposit is credited back when the final invoice submitted.

Invoicing Schedule

- Deposit of 35% to begin fabrication is required.
- The remaining 65% is due upon completion of your tank before it leaves our yard.
- By submitting a deposit you are agreeing to the terms of this outline.
- All deposits are non-refundable after materials are ordered.
- All deposits on drawings are non-refundable once drawings are started.







Stanley

Petroleum Maintenance, Inc.

908 Monroe Avenue
P.O. Box 563
Norfolk, Nebraska 68702
402-371-1452
NE/SD/IA/KS 800-349-1452
Fax: 402-371-2152

Proposal

Proposal # 3628

Pages 1 of 2

PROPOSAL SUBMITTED TO: City of Wayne	PHONE: 402-375-1733	DATE: 1-18-2017
STREET P O B 8	JOB NAME Jet Fuel Set up Estimate	
CITY, STATE AND ZIP CODE Wayne NE 68787	JOB LOCATION Wayne Airport, Wayne NE	
ATTN: PER: Nancy Braden	FAX #: 375-4712	CELL:

We hereby submit specifications and estimates for: Per our conversation we are quoting a 10,000 gallon AST (Aboveground Storage Tank), Pump, Dispenser, Aviation Reel, hose and typical piping, installation, etc. to interface with Card Fuel Control System.

Pricing is based on a typical installation that meets Code etc., price does not include Electrical work required for Pump, Dispenser, Electric Reel or wiring interface between Dispenser and Fuel Control System.

1	10,000 gallon 8' x 27' DW (Double Wall) Fire Resistant and Flameshield Skid tank with 300 degree wrap, 18" manway, paint white and freight	\$ 17,725.00
	OPTION: ADD for interior welding and smooth grinding of all joints plus interior coating for Jet Fuel	\$ 6,100.00
	ACCESSORIES: (2) 8" emergency vents, (1) 3" combo vent alarm, (1) OPW #200TG Tank gauge, interstitial leak gauge, #9095A 2" overfill prevention valve complete, (1) #76RF Transport fill spill container with drain, pedestal and locking lid	\$ 4,020.00
	PIPING ESTIMATE to Include: Dispenser stand with clamp bar, 2" transport piping, 1 1/2" product line piping, flex connectors, isolation and shut off valves, electric solenoid valve, pressure relief valve, shop supplies, piping between Dispenser and Reel cabinet	\$ 3,948.00
1	FE Petro 1 1/2HP High Pressure submersible pump	\$ 1,873.00
1	Gasboy Electronic Dispenser, High Flow Model 9853K (up to 22 GPM) with Electronic pulse interface, lighted and incoming freight	\$ 4,033.00



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Proposal

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Pages 2 of 2

PROPOSAL SUBMITTED TO: City of Wayne	PHONE: 402-375-1733	DATE: 1-18-2017
STREET P O B 8	JOB NAME Jet Fuel Set up Estimate	
CITY, STATE AND ZIP CODE Wayne NE 68787	JOB LOCATION Wayne Airport, Wayne NE	
ATTN: PER: Nancy Braden	FAX #: 375-4712	CELL:

We hereby submit specifications and estimates for:

1	Stainless Steel Cabinet with locking door, Electric reel with control switch, 1" x 100' Aviation Hose, 1" Over-wing Aircraft nozzle	\$ 5,890.00
1	Static grounding reel with 100 ft. cable and clamp	\$ 472.00
1	Single Product flip Number price sign	\$ 193.00
***	Permits, Labor and Overhead	\$ 7,384.00
Subtotal WITH OPTION		\$ 51,638.00
***	Concrete pad 400 sq. ft. x 10" with rebar mat 3000 lb. sq. ft. 47B concrete form, furnish materials, pour, finish for Tank and Dispenser Pad	\$ 4,122.00
Subtotal with Option & Concrete Pad		\$ 55,760.00

***Quote DOES NOT include Electrical Estimate at this time

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practice s. Any alteration or deviation from above. specifications involving extra costs will be executed only upon written orders, and

will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance: _____

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days

Signature _____
Signature _____

pumps • hydraulic lifts • compressors • electronic controls • sales • installation • service