

WAYNE MUNICIPAL  
AIRPORT AUTHORITY  
AGENDA  
May 13, 2019  
5:30 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. Old Business

- Maintenance Shed & Vault
  - i. Mike Emmanuel plans for review

6. New Business

- Aerial Applicator Application
- Approve Engineering Agreement pending FAA and NDOT approval

7. Old Business- continued

- Parallel Taxiway to Runway 17/35 Paving & lighting
- Flight Simulator Committee Appointments
- Airport Authority Attorney
- FEMA/NEMA Update

8. Airport Managers comments

9. Member comments

10. Other business

11. Adjourn

WAYNE MUNICIPAL AIRPORT AUTHORITY

April 8, 2019

5:30 P.M.

The regular meeting of the Airport Authority of the City of Wayne was called to order at the Nancy Braden Terminal Building on the above date and time by Chairman Tom Schmitz. The following members were present: Tom Schmitz, Travis Meyer, Scott Hammer, Mark Putnam and David Ley. Also, attending the meeting were Beth Porter Airport Authority Treasurer, Tom Becker Airport Manager and FBO, Karma Schulte Becker Flying Service, Curtis Christianson Olsson Associates, Scott Morgan, Dave Zach, Kevin Koenig, Dana Tompkins, Roger Harmon Richard's Electric, Jim Hoffman and Sandy Hoffman.

Hammer moved and Meyer 2<sup>nd</sup> to approve the minutes of the March 11, 2019 regular meeting. Roll was called with the following results: Yeas: Schmitz, Meyer, Hammer, Putnam and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Hammer 2<sup>nd</sup> to accept all the claims presented as of April 8, 2019. Roll was called with the following results: Yeas: Schmitz, Hammer, Meyer, Putnam and Ley. Nays: None. The Chairman declared the motion carried.

Putnam moved and Meyer 2<sup>nd</sup> to approve Tom Hansen CPA to compile financial information regarding flooding damage in March 2019. Roll was called with the following results: Yeas: Schmitz, Hammer, Meyer, Putnam and Ley. Nays: None. The Chairman declared the motion carried.

Putnam moved and Meyer 2<sup>nd</sup> to table maintenance shed, runway lighting damage and electrical building damage discussion until eligibility for Federal flood support could be determined. Roll was called with the following results: Yeas: Schmitz, Hammer, Meyer, Putnam and Ley. Nays: None. The Chairman declared the motion carried.

Putnam moved and Hammer 2<sup>nd</sup> that we approve Aerial Applicator Agreement for Becker Flying Service as noted in the FBO agreement. Roll was called with the following results: Yeas: Schmitz, Hammer, Meyer, Putnam and Ley. Nays: None. The Chairman declared the motion carried.

Dates for Airport Pot Luck's were discussed and scheduled for May 1<sup>st</sup>, June 5<sup>th</sup>, July 3<sup>rd</sup> and August 7<sup>th</sup> at 6PM. Airport Fly In's scheduled for May 11<sup>th</sup>, June 8<sup>th</sup>, and August 10<sup>th</sup> in morning. All dates and times subject to change.

Airport and aviation promotions were discussed. Flight Simulator, airplane clubs, aircraft purchases, flight instruction, education classes and airplane kits were ideas discussed. Chairman tabled the ideas for further discussion at future meetings.

Meyer moved and Putnam 2<sup>nd</sup> that grills be purchased for airport use at a cost of not over \$400.00. Roll was called with the following results: Yeas: Schmitz, Hammer, Meyer, Putnam and Ley. Nays: None. The Chairman declared the motion carried.

Other matters requiring the attention of the Authority were discussed and it was determined that no further formal actions on these matters were needed.

There being no further business, Chairman Schmitz adjourned the meeting at 8:05 PM.

David R. Ley, Secretary

WAYNE AIRPORT AUTHORITY  
BANK SUMMARY  
CHECKING ACCOUNT  
APRIL 30, 2019

PREVIOUS BALANCE 351,691.06

DEPOSITS:

Interest on checking account	131.04
Avgas	4,514.75
County Treasurer	3,302.33
Accounts Receivable	3,794.34

11,742.46

TOTAL AVAILABLE 363,433.52

CLAIMS:

Claims Paid April 24,593.13

BOOK BALANCE AS OF APRIL 30, 2019 338,840.39

Plus Outstanding Checks 11,909.11  
Less Outstanding Deposits 0.00

BANK BALANCE AS OF APRIL 30, 2019 350,749.50

WAYNE MUNICIPAL  
AIRPORT AUTHORITY  
May 13, 2019

Ck # 7606	American Broadband- Telephone .....	91.64
Ck # 7607	Appeara – Rugs & mops .....	59.00
Ck # 7608	Becker Flying Service – Managers contract .....	3,000.00
	Less FBO lease .....	(100.00)
	Less storage bldg.....	(61.00)
		2,839.00
EFT	Black Hills Energy- Natural gas.....	212.78
Ck # 7609	Bomgaars- Battery, filter, griddle, landscaping.....	650.73
Ck # 7610	Century Link – DSL.....	88.99
Ck # 7611	Chesterman Company- Equipment rental.....	7.00
Ck # 7612	City of Wayne	
	AWOS .....	21.93
	Apron lighting .....	63.43
	House.....	205.67
	Terminal/hangar .....	988.93
	Shop.....	131.83
	Office & irrigation.....	124.00
	Ads/notices .....	14.32
	Treasurer's Fee.....	500.00
		2,050.11
EFT	Department of Aeronautics –	
	Terminal/Hangar .....	1,182.00
	AWOS .....	383.33
		1,565.33
Ck # 7613	Gill Hauling- Trash .....	55.00
Ck # 7614	Heartland Natural Gas- Natural gas .....	160.71
Ck # 7615	Jim Hoffman – Digital TV & No parking signs .....	76.57
Ck # 7616	John Deere Financial- Oil filter .....	14.30
Ck # 7617	Johnny's Pest Control- Pest control .....	50.00
Ck # 7618	Northeast Nebraska Insurance Agency- Insurance.....	10,034.00
Ck # 7619	Northeast Power – Electricity PAPI's .....	29.01
Ck # 7620	Olsson- Progress estimate #22 .....	13,870.57
Ck # 7621	Richard's Electric- Flood repair runway lights .....	34,652.92
EFT	Verizon – Cell phone .....	81.25
Ck # 7622	Wisner West- Fuel .....	125.24
	TOTAL .....	\$66,714.15

## Beth Porter - FW: Wayne Hangar Expansion

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**From:** Curtis Christianson <cchristianson@olsson.com>  
**To:** Beth Porter <bporter@cityofwayne.org>  
**Date:** 4/9/2019 10:42 AM  
**Subject:** FW: Wayne Hangar Expansion  
**Cc:** michael emanuel <mje3435@hotmail.com>

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Beth,

The maximum eave height, of the NW corner (Critical Corner), of the proposed 60' extension to the existing 80' x 80' hangar would be 15.4' above the finished floor elevation of the current hangar. If the floor of the proposed building extension, is going to be lower than that of the existing hangar than the eave height can be increased by the dimension of difference in floor elevation below that of the existing elevation.

If you were to go to a 52' extension to the existing building, the NW corner of the building could have an eave height of 16'. Again the eave height is all based off of the floor elevation of the existing hangar.

Please let me know if you have any questions.

Thank you.

### Curtis Christianson, PE

Team Leader / Aviation

D [402.458.5989](tel:402.458.5989)

C [402.560.7567](tel:402.560.7567)

601 P Street, Ste. 200

Lincoln, NE 68508

O [402.474.6311](tel:402.474.6311)



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**From:** Jon Benes <jbenes@olsson.com>  
**Sent:** Tuesday, April 9, 2019 10:06 AM  
**To:** Curtis Christianson <cchristianson@olsson.com>  
**Subject:** Wayne Hangar Expansion

Runway 5 End Elevation: 1430.7'

Distance to critical point of Hangar: 118.1'

Max Elevation at critical point: 1447.6'

Existing Hangar Finished Floor: 1432.16'

Max elevation-Hangar Finished Floor = 15.4' Maximum height at critical point of proposed Hangar.

**Jon Benes**

Aviation

C [402.432.4926](tel:402.432.4926)

601 P Street, Ste. 200

Lincoln, NE 68508

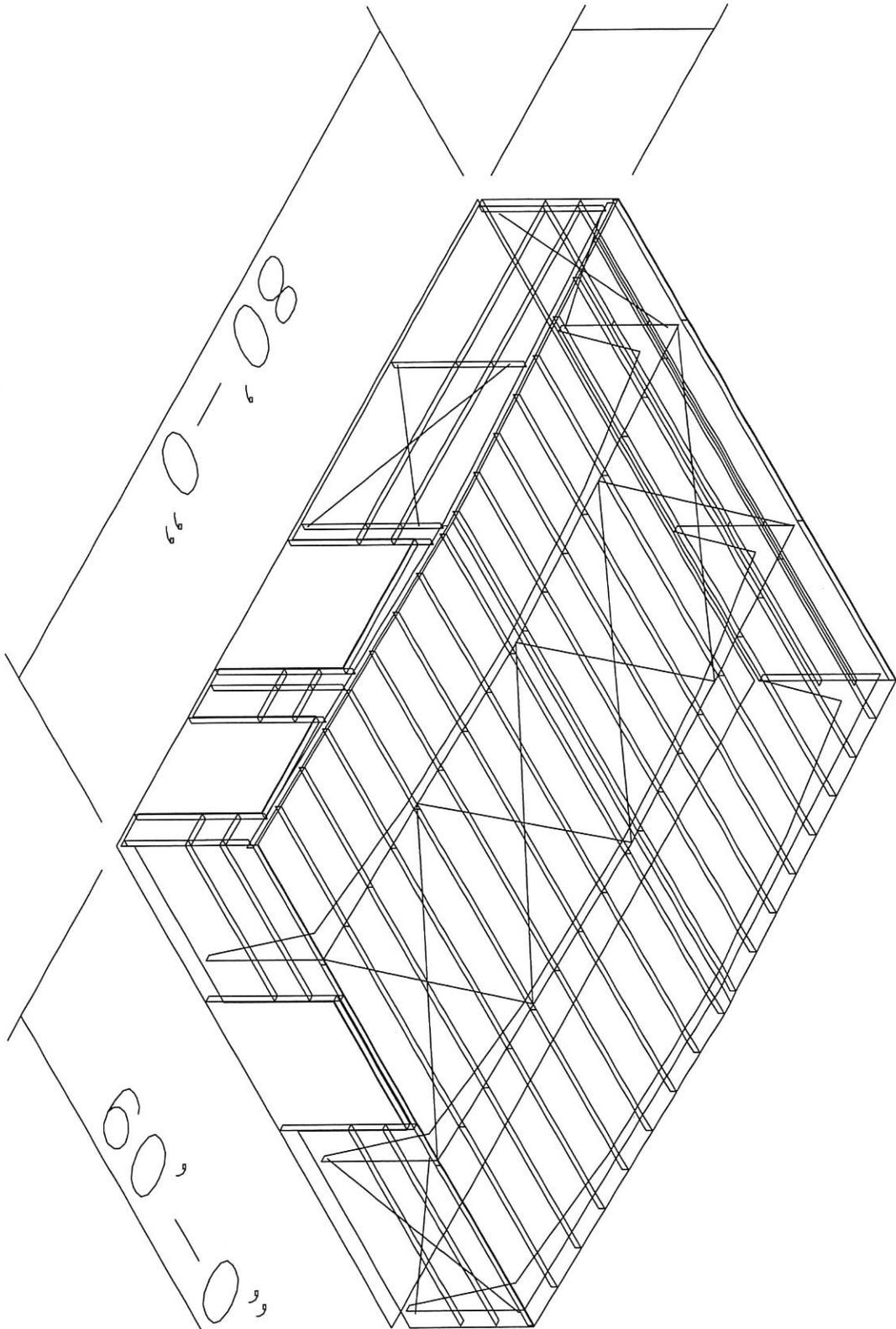
O [402.474.6311](tel:402.474.6311)



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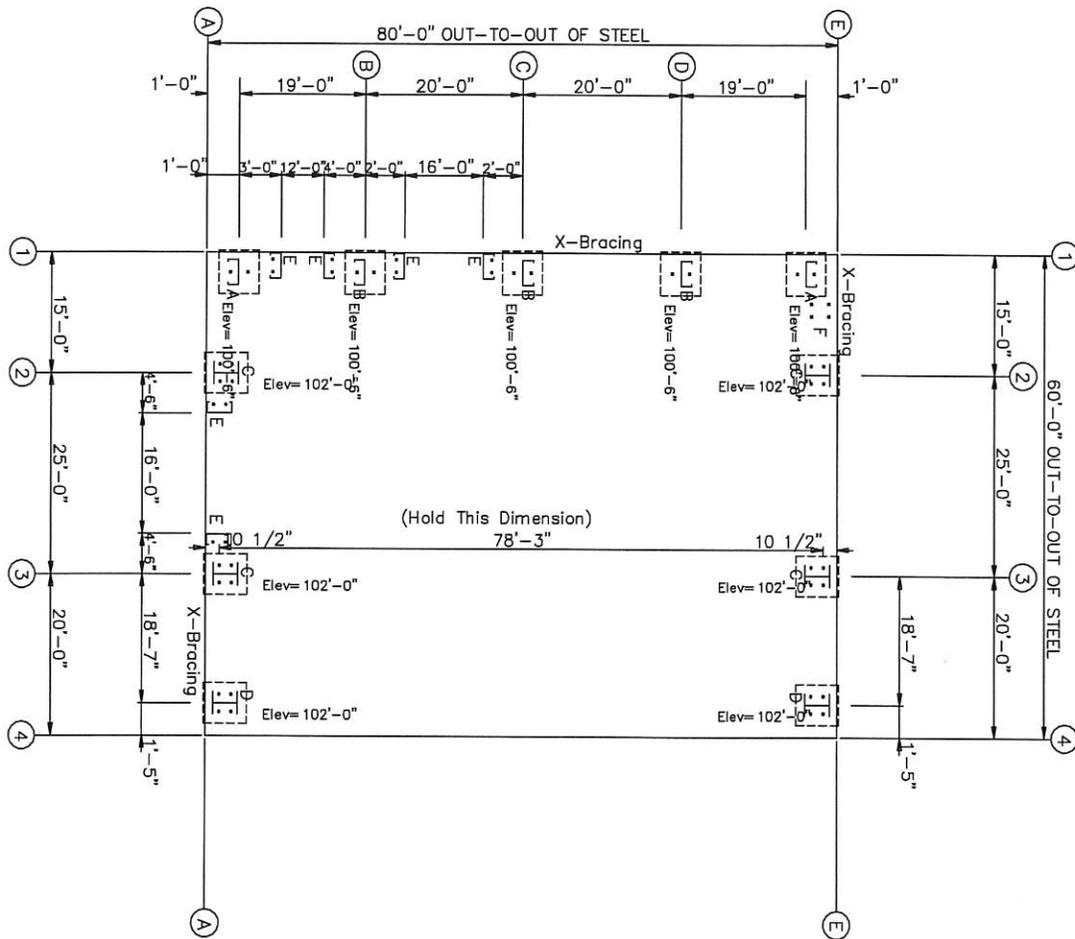
15'-6"



15'-6"

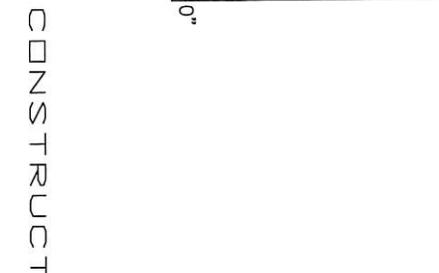
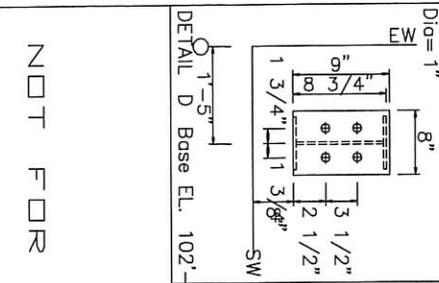
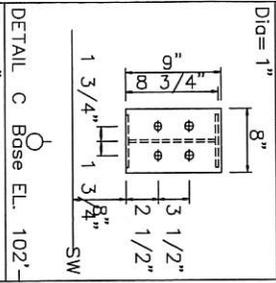
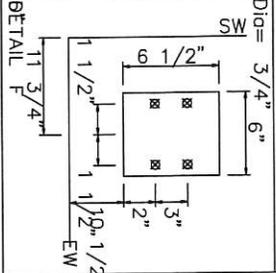
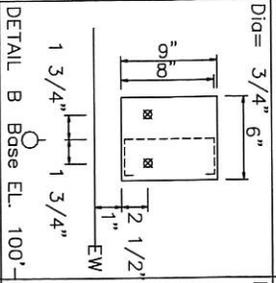
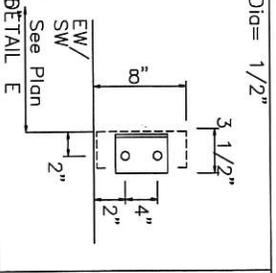
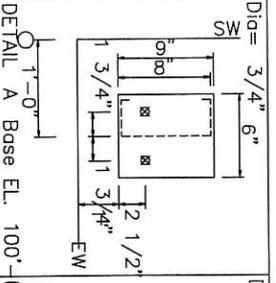
NOT FOR CONSTRUCTION

ANCHOR BOLT PLAN  
NOTE: All Base Plates @ 100'-0" (U.N.)



- Dia= 1/2"
- ⊗ Dia= 3/4"
- ⊕ Dia= 1"

PROJECT		BEHLEN MFG. CO.	
ID	Wayne Airport Box60	ANCHOR BOLT PLAN	CHECK:
PROJECT	115-1044A	DESIGN: DRAFT:	DATE: 4/11/19 SHEET
ADDRESS			OF



NOT FOR CONSTRUCTION

PROJECT		Woyne Airport 80x60		BEHLEN MFG. CO.	
ID	115-1044A	DESIGN:		DRAFT:	
PROJECT ADDRESS		DATE:	4/11/19	CHECK:	
				OF	

ANCHOR BOLT SUMMARY

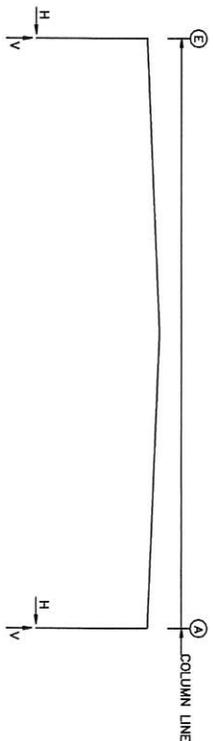
Qty	Locate	Dia (in)	Type	Proj (in)
10	Jamb	1/2"	F1554	1.00
10	Endwall	3/4"	F1554	2.50
24	Frame	1"	F1554	3.00
24	Windbrant	3/4"	F1554	2.50

BUILDING BRACING REACTIONS

Well Line	Col Line	Horz Vert	Wind Reactions (k)	Seismic (lb/ft)	Panel Shear (lb/ft)	Note
L_SW	1	DC	2.1	1.5	0.1	0.1
R_SW	4	3/4	6.0	3.3	0.3	0.1
B_SW	E	2.1	6.0	4.4	0.3	0.2

(h) Rigid frame at endwall

FRAME LINES: 2 3 4



RIGID FRAME: MAXIMUM REACTIONS, ANCHOR BOLTS, & BASE PLATES

Frame Line	Col Line	Load ID	Hmax	Vmax	Column Reactions (k)	Anchor Bolt Qty	Base Plate (in)	Base Elev (ft)
2*	E	1	34.6	30.0	2	-11.0	4	1.000
2*	E	6	30.2	30.3	4	-8.1	8.000	9.000
2*	A	3	11.0	-9.5	1	-34.6	8.000	9.000
2*	A	7	-30.2	30.3	5	8.1	8.000	9.000

ENDWALL COLUMN REACTIONS(k)

MAXIMUM DOWN	= 6.6
MAXIMUM UP	= -3.7
MAXIMUM HORIZONTAL	= 4.3

NOTES FOR REACTIONS

Building reactions are based on the following building data:

- Width (ft) = 80.0
- Length (ft) = 60.0
- Eave Height (ft) = 15.5/15.5
- Roof Slope (rise/run) = 0.5/0.5
- Roof Live Load (psf) = 5.0
- Collateral Live Load (psf) = 12.0
- Frame Live Load (psf) = 12.0
- Snow Load (psf) = 21.0
- Wind Speed (mph) = 130
- Exposure = C
- Closed/Open = C
- Importance Wind = 1.00
- Importance Seismic = 1.00
- Seismic Zone = A

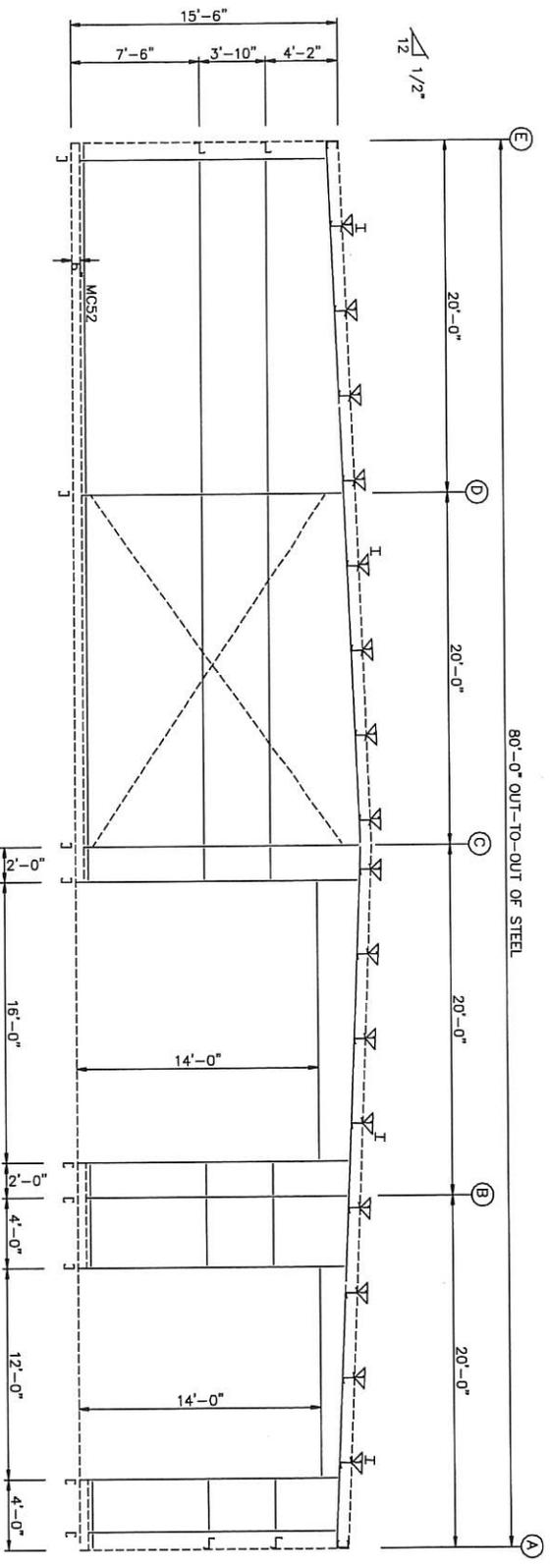
ID	Description
1	Dead+Collateral+Snow
2	0.8Dead+0.8Wind_Right
3	0.8Dead+0.8Wind_Long1
4	0.8Dead+0.8Wind_Long1
5	0.8Dead+0.8Wind_Long2L
6	0.8Dead+0.8Wind_Long2L
7	0.8Dead+0.8Wind_Long2L
8	0.8Dead+0.8Wind_Suction+0.8Wind_Long1
9	0.8Dead+0.8Wind_Pressure+0.8Wind_Long1
10	0.8Dead+0.8Wind_Left+0.8Wind_Suction
11	0.8Dead+0.8Wind_Right+0.8Wind_Suction
12	0.8Dead+0.8Wind_Suction+0.8Wind_Long1
13	0.8Dead+0.8Wind_Suction+0.8Wind_Long2L
14	0.8Dead+0.8Wind_Pressure+0.8Wind_Long2L
15	0.8Dead+0.8Wind_Pressure+0.8Wind_Long2L
16	0.8Dead+0.8Wind_Pressure+0.8Wind_Long2L

NOT FOR CONSTRUCTION

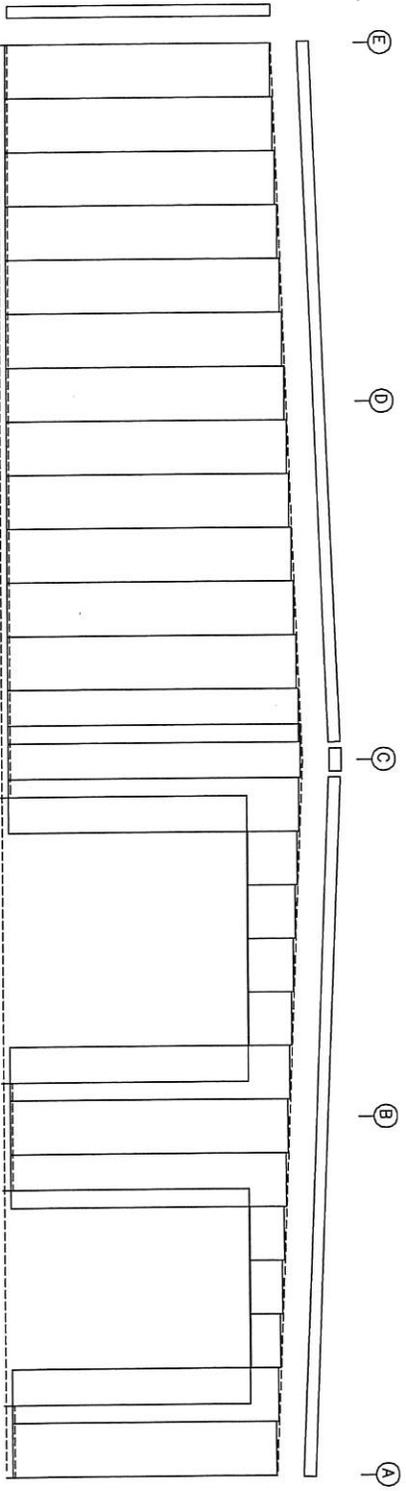
PROJECT: Wayne Airport Box6D		ANCHOR BOLT REACTIONS	
ID: 115-1044A	PROJECT: 4/11/19	DRAFT: SHEET	CHECK: OF
ADDRESS:		BEHLEN MFG. CO.	

BOLT TABLE			
LOCATION	QUAN	TYPE	DIA
ER-1/ER-2	8	A325	5/8"
ER-2/ER-3	6	A325	5/8"
ER-3/ER-4	8	A325	5/8"
Columns/Rof	4	A325	1/2"
Jamb	1	A325	1/2"

FLANGE BRACE TABLE		
FRAME LINE	TYPE	LENGTH
1	FBI80A	11'-6"



LEFT ENDWALL FRAMING: FRAME LINE 1

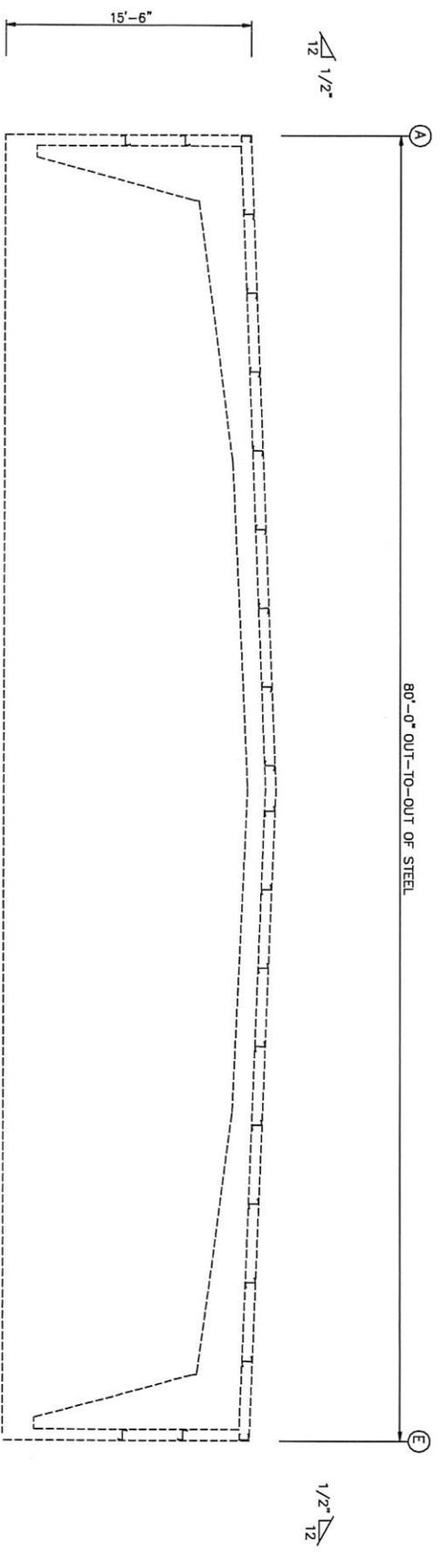


LEFT ENDWALL SHEETING & TRIM: FRAME LINE 1

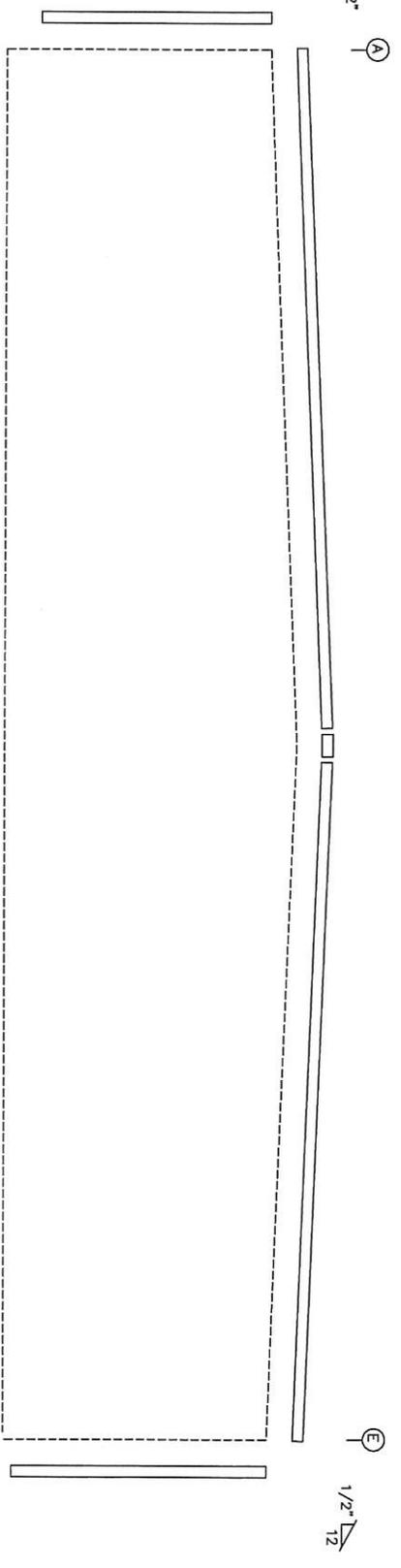
PANELS: 26 Gd. A1 - SURREY BEIGE

NOT FOR CONSTRUCTION

PROJECT: Wayne Airport Box60			
ID: 115-1044A			
PROJECT ADDRESS			
BEHLEN MFG. CO.			
DESIGN:	DRAFT:	CHECK:	
DATE: 4/11/19	SHEET	OF	12



RIGHT ENDWALL FRAMING: FRAME LINE 4



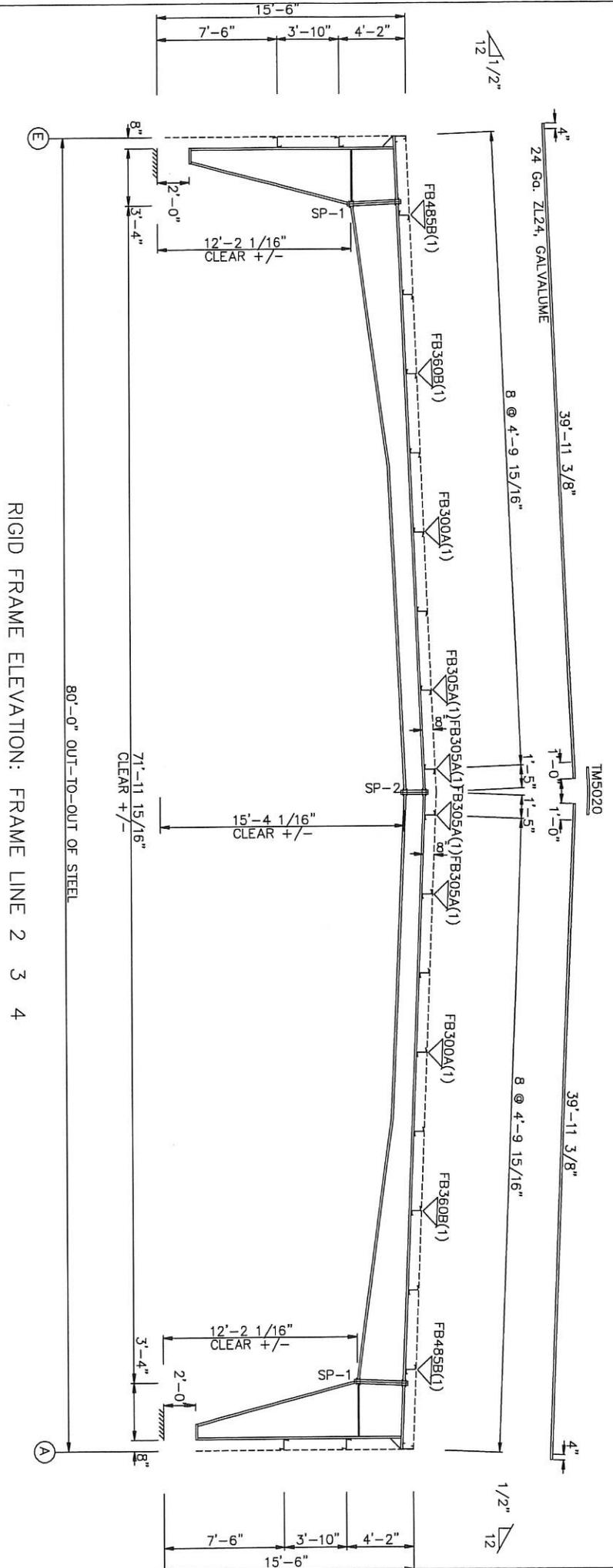
RIGHT ENDWALL SHEETING & TRIM: FRAME LINE 4

NOT FOR CONSTRUCTION

PROJECT		Wayne Airport Box60		BEHLEN MFG. CO.	
ID	115-1044A	ENDWALL FRAMING	DESIGN:	DRAFT:	CHECK:
PROJECT		DATE: 4/11/19	SHEET	OF	
ADDRESS					

SPURCE BOLT TABLE						
Mark	Qty	Top	Bot	Int Type	Dia	Length
SP-1	4	4	0	A325	1.000	3.00
SP-2	4	4	0	A325	0.750	2.50

FLANGE BRACES: Both Sides(U.N.)  
 B - L2x14G  
 A - L1.5x16G



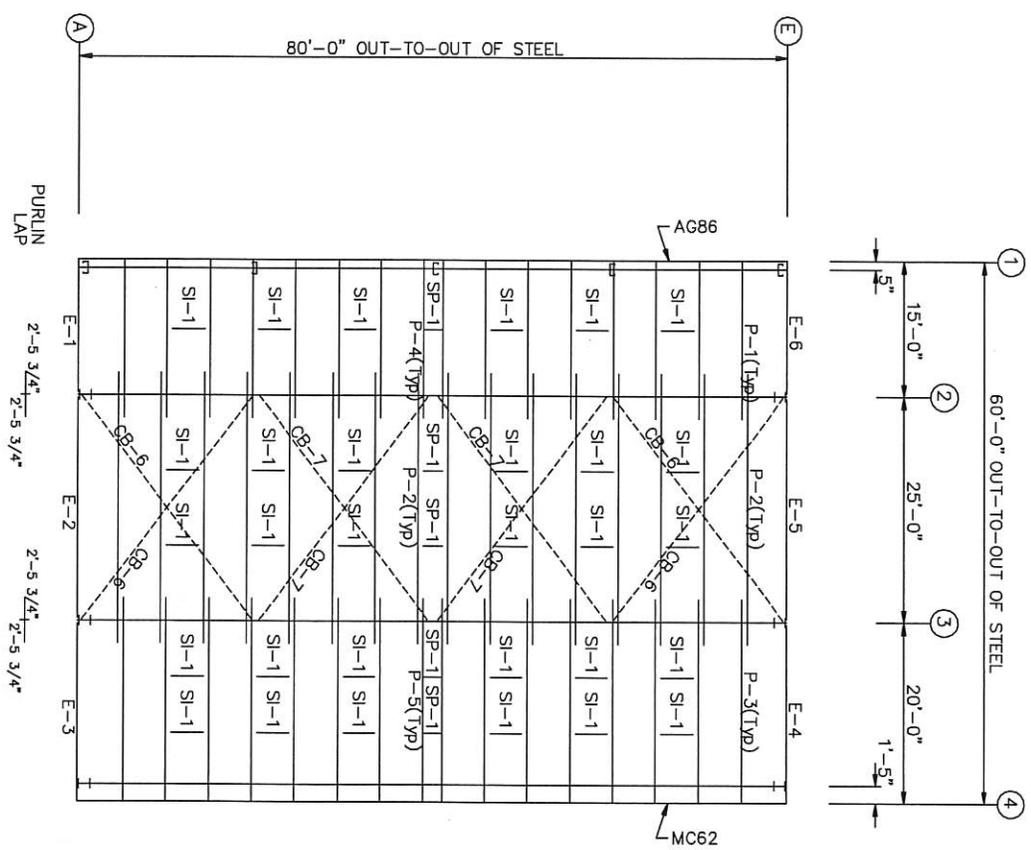
RIGID FRAME ELEVATION: FRAME LINE 2 3 4

NOT FOR CONSTRUCTION

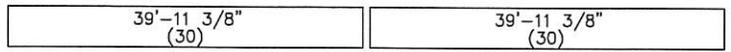
PROJECT		Wayne Airport 80x60		BEHLEN MFG. CO.	
ID	115-1044A	DESIGN	RIGID FRAME ELEVATION	DRAFT	CHECK
PROJECT ADDRESS		DATE	4/11/19	SHEET	OF

NOT FOR CONSTRUCTION

ROOF FRAMING PLAN

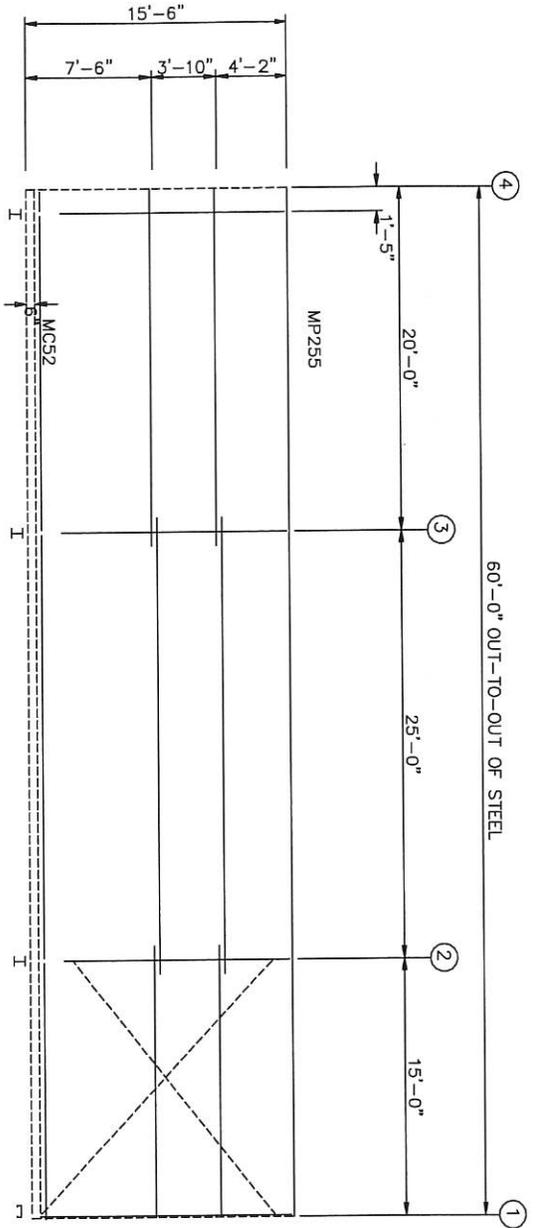


TM5020  
(3)

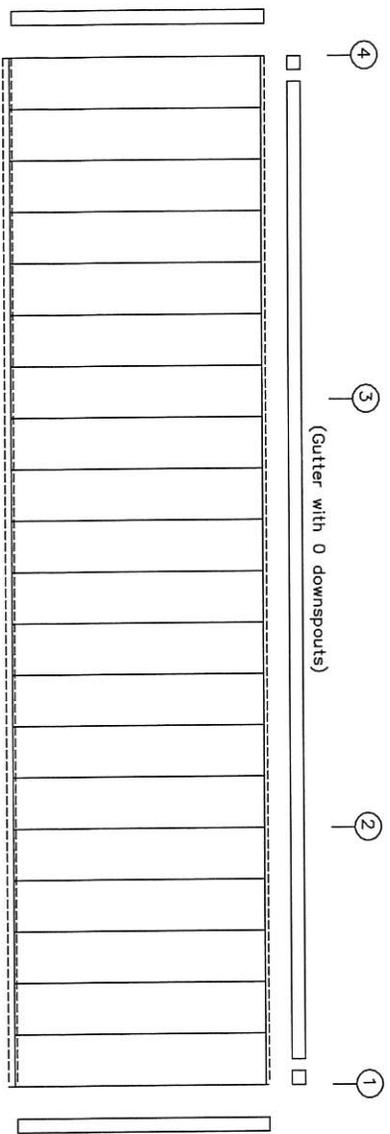


ROOF SHEETING  
PANELS: 24 Ga. ZL24  
GALVALUME

PROJECT	Wayne Airport Bldg60	BEHLEN MFG. CO.
ID	115-1044A	ROOF FRAMING
PROJECT		DESIGN:
ADDRESS		DATE: 4/11/19
		DRAFT:
		CHECK:
		OF

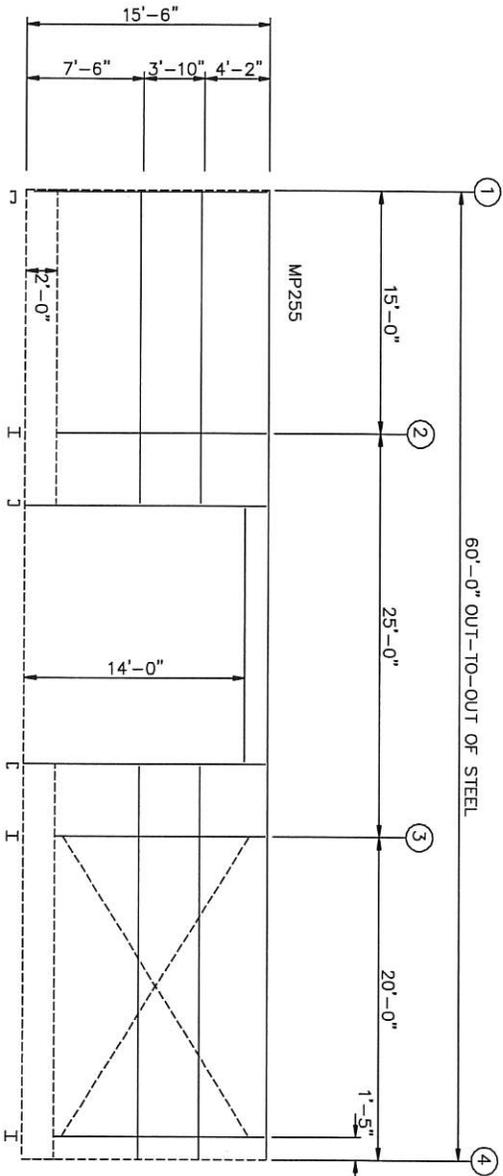


BACK SIDEWALL FRAMING: FRAME LINE E

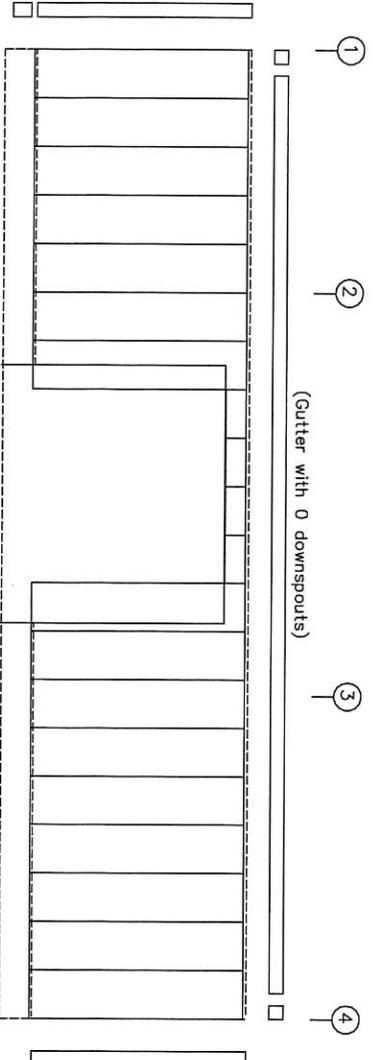


NOT FOR CONSTRUCTION

PROJECT		BEHELEN MFG. CO.	
ID	115-1044A	SIDEWALL FRAMING	
PROJECT		DESIGN:	CHECK:
ADDRESS		DATE: 4/11/19	OF



FRONT SIDEWALL FRAMING: FRAME LINE A



FRONT SIDEWALL SHEETING & TRIM: FRAME LINE A

PANELS: 26 Gd. A1 - SURREY BEIGE

NOT FOR CONSTRUCTION

PROJECT	Wayne Airport Bldg60	BEHLEN MFG. CO.	SIDEWALL FRAMING	CHECK:
ID	115-1044A		DESIGN:	OF
PROJECT			DATE: 4/11/19	SHEET
ADDRESS				

*North Central Builders, Inc.  
321 N. Broadway PO Box 765  
Hartington, NE 68739  
Phone: 402-254-6847 Fax:402-254-6848*

**JOB ESTIMATE**

**May 9, 2019**

**Wayne Airport Authority  
Wayne, Ne**

**RE: Wayne Airport**

**Material, Equipment & Labor to erect:**

**1-15'6"x80'x60' Clear Span Rigid Frame Behlen Metal Building**

**Includes:**

**ZL-24 SS Roof Panels**

**ADP Exterior Wall Panels**

**ADP 8' Interior Liner Panels**

**3-3070 Walk Doors**

**R-36 Roof, R-24 Wall**

**Energy Saver Insulation**

**5-OHD Frames with Doors (1-10'x10', 2-16'x14', 1-16'x12', 1-12'x12')**

**Footings & Infill of Concrete inside building**

**Exterior Concrete Apron and Drains**

**Interior & Exterior Drains**

**2-layers 5/8 Drywall**

**Total for the above      \$215,510.00**

**Does NOT include Electrical (\$24,700), Plumbing (\$3,000), or Heating (\$7,388)**

**Estimated by Michael J. Emanuel**

This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has started. This is only an estimate. Bid good for 30 days.

**“Quality in products and construction-Equals pride in ownership”**

*North Central Builders, Inc.*  
*321 N. Broadway PO Box 765*  
*Hartington, NE 68739*  
*Phone: 402-254-6847 Fax:402-254-6848*

**JOB ESTIMATE**

**May 9, 2019**

**Wayne Airport Authority**  
**Wayne, Ne**

**RE: Wayne Airport**

**Material, Equipment & Labor to erect:**

**1-10'x14'x16' Single Slope Behlen Rigid Frame Metal Building**

**Includes:**

**ZL-24 SS Roof Panels**  
**ADP Exterior Wall Panels**  
**1-4070 Walk Doors**  
**R-36 Roof, R-24 Wall**  
**Energy Saver Insulation**  
**Footings & Concrete, 4'x4' Entry**  
**Plywood to Mount Electrical Panels**  
**1-Louver & Vent**

**Total for the above      \$36,283.00**

**Does NOT include Electrical, Plumbing or Heating**

**Estimated by Michael J. Emanuel**

This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has started. This is only an estimate. Bid good for 30 days.

“Quality in products and construction-Equals pride in ownership”

*North Central Builders, Inc.  
321 N. Broadway PO Box 765  
Hartington, NE 68739  
Phone: 402-254-6847 Fax:402-254-6848*

**JOB ESTIMATE**

**May 9, 2019**

**Wayne Airport Authority  
Wayne, Ne**

**RE: Wayne Airport**

**Material, Equipment & Labor to erect:**

**1-15'x80'x24' Single Slope Behlen Rigid Frame Metal Building**

**Includes:**

**ZL-24 SS Roof Panels  
ADP Exterior Wall Panels (26 gauge)  
1-3070 Walk Doors  
2 OHD Frames & Doors (2-16'x14')  
Insulation Package  
Footings**

**Total for the above      \$90,312.00**

**Does NOT include Electrical, Plumbing or Heating**

**Estimated by Michael J. Emanuel**

This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has started. This is only an estimate. Bid good for 30 days.

**“Quality in products and construction-Equals pride in ownership”**

**Beth Porter - redline aviation aerial applicator**

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**From:** ryan lihs <ryanlihs@yahoo.com>  
**To:** "bporter@cityofwayne.org" <bporter@cityofwayne.org>  
**Date:** 5/9/2019 11:27 AM  
**Subject:** redline aviation aerial applicator  
**Attachments:** 2019 Insruance.pdf; FAA Part 137 Operating License Redline Aviation Inc.jpg

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Request to spray off Wayne airport, I am willing to attend your Monday meeting 5/13/2019 and pay applicable fees / contract

Thanks Ryan Lihs with Redline Aviation Inc.  
712-253-9488

Please see attachments



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aero Guard Aviation Insurance, LLC 5205 Deer Ridge Drive Eagle, NE 68347	CONTACT NAME: John Worthing	FAX (A/C, No):
	PHONE (A/C, No, Ext): 402-430-6192	
	E-MAIL ADDRESS: jworthing@aeroguardinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Old Republic Aerospace, Inc.	
INSURED Redline Aviation 1798 Portland Blvd Sioux City, IA 51106	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				OTHER
		Y/N	N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Aircraft Coverage, N976CW 2010 Air Tractor AT-402	<input type="checkbox"/>	<input type="checkbox"/>	AG 000733-07	11/18/2018	11/18/2019	Insured Value: \$500,000; Ded NIM \$250; IM \$0 Bodily Injury/Property Liab: \$300,000 Aggregate Chemical Bodily Injury/Property Liab: \$300,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Limits of Liability:

Aerial Applicator's Premises Liability: \$1,000,000 each occurrence

**CERTIFICATE HOLDER****CANCELLATION**

To Whom It May Concern

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tom Ka

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# Operating Certificate

This certifies that

Redline Aviation, Inc.  
Pender Municipal Airport  
Pender, Nebraska 68047

has met the requirements of the Federal Aviation Act of 1958, as amended, and the rules, regulations, and standards prescribed therein, for the issuance of this certificate and is authorized to operate as an Air Operator and conduct Commercial Agricultural Aircraft Operations

in accordance with said Act and its rules, regulations, and standards; dispensing of economic poisons is permitted.

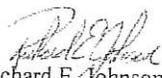
This certificate is not transferable and, unless canceled, suspended, superseded, surrendered or revoked, shall continue in effect indefinitely.

By Direction of the Administrator

Certificate number: Y9XG160M

Effective date: April 15, 2008  
Amended May 15, 2012

Issued at: CE09, Lincoln, NE

  
Richard E. Johnson  
*(Signature)*  
Manager ACE-FSDO-09  
*(Title)*





## **CONSULTANT AGREEMENT**

Airport Improvement Program (AIP) Project No. 3-31-0086-015  
Olsson Project No. 019-1191

### **WAYNE MUNICIPAL AIRPORT / STAN MORRIS FIELD**

#### **PROJECT DESCRIPTION (the "Project")**

Partial Parallel Taxiway to Runway 18/36 (Section North of Runway 5/23)  
Install Medium Intensity Taxiway Lighting (MITL) System  
Jurisdictional Stream Channel Realignment

THIS AGREEMENT is made and entered into by and between the consulting firm of Olsson, 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, P.E. 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, NDOT and FAA to provide information on developments and decisions that are made concerning the project.
- b. Conduct a project kickoff meeting via teleconference with the Sponsor, NDOT and 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 NDOT to ensure acceptance.
- d. Coordinate geotechnical investigation of existing pavement and soils. Olsson 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. Prepare necessary documentation and analysis to submit and obtain a Floodplain Development Permit from the City of Wayne.
- h. Section 404 Individual Permit Application, Coordination, and Mitigation Design
  - (1) This project will include impacts greater than 300 feet in length to a jurisdictional stream channel, thus an Individual Permit (IP) will be required. An application for an IP will be prepared and will include:
    - i. A Purpose and Need document
    - ii. An Alternatives Analysis
    - iii. A Conceptual Mitigation Plan
    - iv. Completion of a standard Corps Section 4345 Permit Form
    - v. A Public Review
    - vi. A Comment Period
    - vii. Response to public comments
    - viii. Coordination with State and Federal Agencies
    - ix. Complete a threatened and endangered species review.

- (2) Olsson will organize meetings with the Corps, FAA, and NDEQ, regarding the IP application. It is anticipated that at a minimum three meetings with the Corps will occur and at least one meeting with NDEQ and FAA would be required during the permitting process.
  - (3) The Purpose and Need document will include an explanation of what the project is intended to accomplish and why there is a demand for the project in order to set up the Alternatives Analysis.
  - (4) The Purpose and Need document will include an explanation of what the project is intended to accomplish and why there is a demand for the project in order to set up the Alternatives Analysis.
  - (5) A stream assessment would be completed following the methodology described in the Nebraska Stream Condition Assessment Procedure (NeSCAP). The stream assessment would aid in determining the length and quality of stream channel needed for compensatory mitigation. The stream assessment will require a site visit in order to quantify the functionality of the impacted stream channel.
  - (6) A Conceptual Mitigation Plan will be prepared by Olsson and submitted with the IP application. This plan will illustrate the proposed location, size, and general features of any mitigation features or measures for impacts to other waters. This plan will include the 12-Components of Mitigation and conceptual stream mitigation plans, such as conceptual drawings, planting plans, seed mixes, construction schedule, long term maintenance plans, proposed provisions for placing deed restrictions, or otherwise protecting the mitigation stream in perpetuity.
  - (7) Olsson will prepare responses to public and agency comments as necessary. This may require information from the Client.
  - (8) Olsson will also prepare the ENG 4345 Form required for IP applications.
  - (9) After the permit is obtained, a summary sheet detailing permit conditions will be prepared to assist in compliance during construction.
- i. Evaluate the existing electrical system and prepare preliminary and final design of new electrical system.
  - j. Coordinate with utility companies that have lines crossing the project site and determine their requirements.
  - k. Pavement Design:
    - (1) Pavement section under AIP 3-31-0086-014 was 8" of Cement Treated Subgrade (P-301), 4" of Aggregate Base Course (P-209), 6" of Portland Cement Concrete (P-501).
    - (2) Verify that the fleet mix for the airport has not changed.
    - (3) Verify pavement section completed under AIP 3-31-0086-014 will meet the requirements with the geotechnical investigation and the current fleet mix.
    - (4) Utilize pavement section utilized under AIP 3-31-0086-014, if meets the requirements of geotechnical investigation.
  - l. Develop layouts for taxiway and turnaround configuration.
  - m. Develop longitudinal profiles for Taxiway B, North of Runway 5/23.
  - n. Develop layouts and locations for taxiway lights and signs for Taxiway B, North of Runway 5/23.
  - o. Develop layouts and locations for edge drains and cleanouts.

- p. Develop preliminary Construction Safety & Phasing Plan (CSPP)
- q. Submit 60% report that identifies the proposed design decisions, including profiles, alignments, geotechnical and pavement analysis.
- r. Present the preliminary results and recommendations at a meeting at the Sponsor's location and via teleconference with the FAA and NDOT. Incorporate applicable comments into the final plans, specifications and design report.
- s. 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
- t. Prepare and submit electronically FAA Forms 7460-1 for Airspace Reviews of the Taxiway B, North of Runway 5/23 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.
- u. Perform Quality Control review of the above documents by a senior airport engineer, prior to submittal to Sponsor, NDOT and FAA.
- v. Submit plans, specifications, contract documents and engineer's design report to the Sponsor (1 printed & electronic copy), NDOT (1 printed & electronic copy) and FAA (1 printed & electronic copy) for review within 365 days of the date that the Sponsor executed this Agreement.
- w. Conduct a plan-in-hand review meeting on-site with the Sponsor.
- x. Revise and submit plans, specifications, contract documents and engineer's design report within 14 days of receipt of comments from the Sponsor, NDOT 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](http://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 meeting 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 NDOT.
- 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, NDOT, Sponsor, and Contractor. **Provide an electronic copy of the construct contract to the FAA, NDOT and Sponsor.**

This phase will be considered complete when the executed construction contracts have been approved by the Sponsor, NDOT and FAA. Readvertising, 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 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 150/5320-6E, Table 2-1, subsurface boring spacing and depth will be:
  - (1) Runways and Taxiways – 300' Intervals at 10' below finished grade.
  - (2) Other Areas of Pavement – One boring at 40' below finished grade to identify settlement for channel reconstruction.

See Exhibit E for a list of the anticipated tests and services.

**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 \$138,700 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 \$13,400 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, NDOT 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 \$13,632, 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.

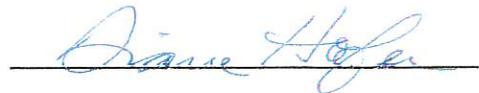
**APPROVALS.** It is understood and agreed that this Agreement and any amendments are subject to approval by NDOT and FAA before any state or federal funds are obligated.

**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 Transportation and the Federal Aviation Administration.

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



Executed by Olsson on this 7th day of May, 2019.

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.

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

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
\_\_\_\_\_  
Title

Executed by the Sponsor on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

## 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)	\$0.58/mile*
Suburban's and Pick-Up	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Aircraft (Personal)	\$118/hour*
 Rental Vehicle	 Actual Cost
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
Sub-Consultants	Actual Cost
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

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

**EXHIBIT A**

**DESIGN PHASE**

**Wayne Municipal Airport 3-31-0086-015**

1. Direct Salary Costs

<u>Title</u>	<u>Total Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
Team Leader	0.0	\$73.85	\$0.00
Sr. Project Engineer	135.0	\$58.95	\$7,958.25
Project Engineer	243.0	\$51.90	\$12,611.70
Elec. or Mech. Engineer	0.0	\$68.00	\$0.00
Assistant Engineer	200.0	\$36.00	\$7,200.00
Registered Surveyor	8.0	\$47.80	\$382.40
Sr. Technician	200.0	\$29.00	\$5,800.00
Assoc. Technician	120.0	\$27.50	\$3,300.00
Asst. Technician	144.0	\$26.00	\$3,744.00
Sr. Clerical	50.0	\$27.50	<u>\$1,375.00</u>

Total Direct Salary Costs: \$42,371.35

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs\*\* 180.69% \$76,560.79

3. Fixed Fee: 12.5% of Items 1 & 2 \$14,866.52

4. Direct Nonsalary Expenses

Travel	\$1,135.00
Meals & Motel	\$1,800.00
Copies & Prints	\$1,546.00
Supplies, Phone, Misc.	<u>\$380.00</u>

Total Expenses: \$4,861.00

5. Subtotal of Items 1 - 4 \$138,659.66

6. Subcontract costs \$0.00

7. Lump Sum Amount - Total Items 5 & 6 \$138,659.66

Rounded: \$138,700.00

\*\* 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 Airport 3-31-0086-015

LABORATORY / DRILLING:

Olsson  
 601 P Street  
 Lincoln, NE

<u>LIST ALL ANTICIPATED COSTS</u>	<u>Estimated</u>	<u>Unit</u>	<u>Estimated</u>
<u>SERVICE OR TEST</u>	<u>Quantity</u>	<u>Price</u>	<u>Total</u>
			<u>Cost</u>
<u>DRILLING INVESTIGATION</u>			
Mobilization (lump sum)	1	\$1,400.00	\$1,400.00
Drilling Cost (per lf)	130	\$17.00	\$2,210.00
Samples	46	\$17.00	\$782.00
Cores	0	\$65.00	\$0.00
Bore Hole & Core Hole Repairs	0	\$35.00	\$0.00
DCP	0	\$125.00	\$0.00
Per Diem	1	\$300.00	\$300.00
		<u>SUBTOTAL</u>	<u>\$4,692.00</u>

A total of 10 soil test borings will be performed--  
 Nine to a depth of 10' and one to a depth of 40'  
 Untreated and treated CBR testing for one soil  
 formation.

LABORATORY TEST

Unconfined Compression Test	21		
TWT Density/Moisture	10		
Atterbergs	5		
Wash 200 Sieve	2		
Mechanical Analysis	0		
Standard Proctors	3		
Modified Proctors	0		
Crumb Test	0		
Consolidation Test	2		
Swell/Collapse Test	0		
Permeability Tests	0		
CBR (1 point)	6		
Hydrometer	2		
Pin Hole Test	0		
Triax - (CU) 3 PT. In Situ	0		
Triax - (CU) 3 PT. Remold	0		
Triax - (CU) 1 PT.	0		
Flex Wall Perm	0		
Lab Technician (per hour average)	51	\$70.00	\$3,570.00
		<u>SUBTOTAL</u>	<u>\$3,570.00</u>

Subconsultant Lab Analysis

Soil Corrosivity (Subconsultant)	2	\$75.00	\$150.00
		<u>SUBTOTAL</u>	<u>\$150.00</u>

ENGINEERING & REPORT PREPARATION

Engineering (per Hour Average)	58	\$90.00	\$5,220.00
		<u>SUBTOTAL</u>	<u>\$5,220.00</u>

TOTAL      \$13,632.00

## FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

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

### ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

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 disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier 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.

### CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

#### A) Title VI Solicitation Notice

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.

## **B) Title VI Clauses for Compliance with Nondiscrimination Requirements**

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:

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **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 Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, 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 Nondiscrimination Acts and Authorities 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.
- 5) **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:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, 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.

### C) Title VI List of Pertinent Nondiscrimination Authorities

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.

## ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

## FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The ~~contractor/eC~~ consultant has full responsibility to monitor compliance to the referenced statute or regulation. The ~~contractor/eC~~ consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). 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) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

## **SEISMIC SAFETY**

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

## **TRADE RESTRICTION CERTIFICATION**

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 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 as published by the Office of the United States Trade Representative (U.S.T.R.);
- 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 included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 an Offeror or subcontractor:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

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

#### **VETERAN'S PREFERENCE**

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

#### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500**

##### **DISTRACTED DRIVING**

Reference: 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), the 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.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The

Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000**

#### **TERMINATION OF CONTRACT**

Reference: 2 CFR § 200 Appendix II (B)

##### **Termination for Convenience**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

##### **Termination by Default**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
  - 1) Perform the services within the time specified in this contract or by Owner approved extension;
  - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
  - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are

incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
- 1) Defaults on its obligations under this Agreement;
  - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000**

#### **DEBARMENT AND SUSPENSION**

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

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.

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.

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## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

### **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.

### **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 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.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

#### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000**

##### **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**

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated May 7, 2019 between Wayne Airport Authority, Wayne, NE ("Client") and Olsson, 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.

3.8.4 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.

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.

#### **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 "Opinion of Probable Cost": 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 Opinion of Probable Cost

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 Opinion of Probable Cost 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 Opinion of Probable Cost. 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 Opinion of Probable Cost 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 Opinion of Probable Cost 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 Opinion of Probable Cost, 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 Opinion of Probable Cost.

#### **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, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

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 Prior to the start of construction on the Project, 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 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 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.

7.9.7 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.

7.9.8 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 7.13.2 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.

August 28, 2018

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

RE: Overhead Expense Factor

Dear Mike:

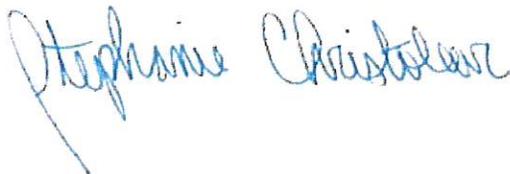
In response to your request, we have provided a recap of the computed amount of overhead expenses incurred in 2017 based on the audited Schedules of Indirect Costs and Costs with Adjustments as of and for the year ended December 31, 2017. Summarized below is your FAR Combined Overhead Rate that is detailed in the audit:

Combined FAR Overhead Rate (Including Computer Expenses) – 180.69%

Total fringe benefits	\$ 32,129,888
Total general and administrative expenses	41,980,281
Computer expenses (as described in Note 5 of the Schedules)	<u>6,787,400</u>
	80,897,569
Less computer expenses already included in general and administrative expenses	<u>(514,400)</u>
	80,383,169
Divided by direct labor	<u>44,485,108</u>
	\$ 1.8069

In summary, for every \$1.00 of direct labor paid, there is \$1.81 in overhead expenses attributable to that labor.

Sincerely,



Stephanie L. Christolear  
Senior Manager

SLC/JAR/dkm



### **Flight Simulator Committee**

Objective: To determine feasibility and logistics of potential flight simulator. Determination of committee will be brought back to Airport Authority Board for final vote. Items to consider and present to Board but not limited to: cost, placement, maintenance, and operations.

#### **Appointments:**

Tom Becker

Scott Hammer

Mark Lenihan

Scott Morgan

Tom Schmitz

Carl Rump

Dave Zach

