

CITY OF ARDMORE  
Finance Department

Council Letter No. 5/31  
Meeting Date: July 19, 2021

Mayor and City Commission  
City of Ardmore, Oklahoma

Re: Permission To Accept Task Order (01) Agreement with H.W. Lochner, Inc., in  
the amount of \$285,500.00

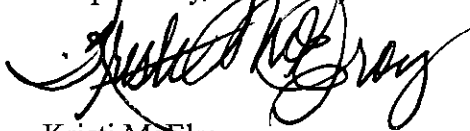
Dear Commission Members:

The City of Ardmore executed a master agreement with H.W. Lochner, Inc., on March 1, 2021, to provide engineering services at the Ardmore Downtown Executive Airport. The rehabilitation of the Taxiway; installation of Taxiway Lighting; and installation of Runway Vertical/Visual Guidance System project, requires engineering oversight. Task Order 01 Agreement is for those services, in the amount of \$285,500.00.

The Federal Aviation Administration (FAA) requires that the agreement is signed when applying for grant funds. The funding for the services will be paid with FAA funds at ninety percent (90%) and American Rescue Plan Act funds at ten percent (10%). There is no match requirement for the City.

Staff respectfully, recommends the agreement with H.W. Lochner, Inc., in the amount of \$285,500.00.

Respectfully, submitted,



Kristi McElroy,  
Purchasing Coordinator/Grant Administrator

Reviewed by:

K. Boatright  
City Manager

## TASK ORDER (01) AGREEMENT (the "Agreement")

Owner: **City of Ardmore, Oklahoma**

Client: **Ardmore Downtown Executive Airport (1F0)**

Consultant: **H.W. Lochner, Inc. ("Lochner")**

Date: **July 19, 2021**

Referenced Master-On-Call (MOC) Agreement: **City of Ardmore, Oklahoma – 5-Year MOC Agreement Dated March 1, 2021.**

Task Order Project: **1F0-17446-TO01 – Construction Services to Rehabilitate Taxiway Pavement and Install Taxiway Lights at Ardmore Downtown Executive Airport (1F0).**

Lochner and the Client (collectively, the "Parties" and individually, a "Party") agree as follows:

1. **Task Order Agreement.** This Agreement is a contract between Lochner and the Client, for Lochner to perform construction engineering services as outlined in the scope, schedule, and fee on the Project. This Task Order assumes the terms and conditions of the above referenced MOC Agreement.

### **Article I Scope of Services**

WHEREAS, the Owner has agreed to employ the Consultant to provide the engineering services necessary for the construction phase of the project by providing construction management and documentation, construction submittal review, construction materials testing and laboratory services, on-site observation, project closeout services and update to the Airport Layout Plan for the proposed project upon the award of the construction contract.

All services will be performed in accordance with good engineering practice and applicable published design criteria of the FAA, primarily FAA Advisory Circulars.

- AC 150/5300-13A "Airport Design," with Change 1 dated 02/26/2014
- AC 150/5370-2G "Operational Safety on Airports During Construction"
- Advisory Circular 150/5370-10H "Standards for Specifying Construction of Airports."

The following is a detailed description of the specific engineering services that are a duty of this Agreement.

**A. CONSTRUCTION SERVICES**

1. Provide construction management and on-site construction observation.
  - a. Coordinate with Sponsor, FAA, and OAC to establish scope, schedule, and budget.
  - b. Prepare QA testing scope and sub-agreement for materials acceptance testing.
  - c. Prepare Construction Contracts for Sponsor and successful bidder execution.
  - d. Prepare copies of the Construction Plans and Contract Documents/Technical Specifications for use by the Contractors during construction.
  - e. Develop a Construction Observation Plan for submittal to the Sponsor.
  - f. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to the attendees.
  - g. Provide construction observation services, including preparation of daily reports, weekly reports, material test results and other reports as required by the FAA to document the prosecution and progress of the Project. The Consultant shall provide full time observation of the Project.
  - h. Review shop drawing, material certification, and mix design submittals from the Contractor.
  - i. Attend and conduct construction progress meetings, prepare agenda and meeting minutes, and distribute minutes to attendees.
  - j. Prepare Contractor's progress estimates, Sponsor's request for reimbursement of funds, and FAA quarterly reports.
  - k. Prepare change orders and supplements necessary for construction of the Project.
  - l. Provide engineer's response to contractor's request for information.
  - m. Attend and conduct a final review of the Project with the Sponsor and the OAC.
  - n. Prepare and distribute punchlist and provide construction observation during punchlist completion.
  - o. Prepare forms, schedule, and coordinate with FAA for a flight check.
  - p. Attend one flight check for PAPIs at the project with Sponsor.
  - q. Prepare and distribute final inspection and substantial completion memo.
  - r. Coordinate with Quality Assurance lab for performing construction materials acceptance testing for the Project.

2. Project Closeout Phase – Provide services required for Project Closeout.
  - a. Prepare and submit to the Sponsor one set of red line prints of the record drawings and one electronically reproducible set.
  - b. Prepare and submit the Final Construction Report.
  - c. Prepare necessary documents for project closeout as required by the FAA.
  - d. Prepare necessary documents for project closeout as required by the OAC.
  - e. Assist Sponsor with submitting closeout documents to FAA and OAC.
  - f. Update geometric improvements on the Airport Layout Drawing and submit to FAA.
  - g. Submit ALD update to FAA.
  - h. Complete revisions to ALD update per FAA comments.
  - i. Re-submit ALD to FAA.

**ARTICLE II  
TIME SCHEDULE**

The Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Owner, and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

**SCHEDULED PERFORMANCE IN CALENDAR DAYS**

**A. CONSTRUCTION SERVICES**

1. Construction Management and Observation Services .....As Required for 147 Calendar Day Construction Project
2. Construction Project Closeout ..... 90 Calendar Days  
After Construction Final Acceptance

The schedule presented above does not include review time by the Owner, FAA, or other interested agencies.

**ARTICLE III  
COMPENSATION**

The Owner agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

**COMPENSATION SCHEDULE**

**A. CONSTRUCTION SERVICES**

- |   |                     |                 |
|---|---------------------|-----------------|
| 1. Construction Management and Observation..... | \$269,500.00        | Not-to-Exceed   |
| 2. Construction Project Closeout .....          | <u>\$ 16,000.00</u> | <u>Lump Sum</u> |

**Total Construction Services ..... \$285,500.00**

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Owner.

The fixed payment to the Consultant for services outlined in Item A.1, Construction Management and Observation, shall be \$30,542.00, and the total payment to the Consultant shall not exceed \$269,500.00.

If the Contractor exceeds a construction contract period of 147 calendar days, the Consultant may renegotiate with the Sponsor the respective fixed payment and not-to-exceed amount. The renegotiated fixed payment and not-to-exceed amount will be estimated based on direct salary costs, labor and general overhead, out-of-pocket expenses, and profit similar to those used in this Task Order.

The Consultant will use an independent laboratory for all pavement materials acceptance testing.

Travel on and off the Project site required of Consultant personnel will be compensated at the current rate allowed by the Internal Revenue Service.

For engineering services applicable to Item A.1, the Consultant will submit monthly statements to the Sponsor for payroll costs times a factor for labor and general administrative overhead (2.9358) and all other expenses incurred on the Project. A pro rata share of the fixed payment in proportion of the statement amount to the not-to-exceed amount will be included on the monthly statement.

Costs other than personnel services incurred by the Consultant will be documented in the written statement and will be at the cost to the Consultant from the vendor.

For Item A.2, Construction Project Closeout, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Sponsor a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

Progress payments shall be made to the Consultant within thirty (30) calendar days of receipt of proper billing statement.

IN WITNESS WHEREOF, the parties hereto have caused this Task Order Agreement 1F0-17446-TO01 to be signed by their duly authorized officers. This Task Order Agreement shall be binding upon the undersigned parties, their successors, partners, assigns, and legal representatives. All other stipulations of the Master On Call Agreement dated March 1, 2021 shall remain in effect.

**H.W. LOCHNER, INC.**

**CITY OF ARDMORE, OKLAHOMA**

By:  \_\_\_\_\_

By: \_\_\_\_\_

Title: Vice President

Title: Mayor

Date: 7/8/21

Date: July 19, 2021

**DERIVATION OF CONSULTANT PROJECT COSTS  
CONSTRUCTION OBSERVATION AND ADMINISTRATION SERVICES**

Base Bid

Partial Overlay of Taxiway & Install LED Medium Intensity Taxiway Lights (MITL)

Add Alternate No. 1

Install LED Runway Holding Position Guidance Signs

Add Alternate No. 2

Install LED Runway Exit Guidance Signs

Add Alternate No. 3

Rehabilitate Runway 17 & 35 PAPIs

FAA PROJECT NO. A.I.P. 3-40-0006-020-2021  
ARDMORE DOWNTOWN EXECUTIVE AIRPORT  
ARDMORE, OKLAHOMA

137 CALENDAR DAY CONSTRUCTION CONTRACT

May 19, 2021

**1. DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	2	\$75.00	\$ 150.00
Project Manager	109	\$85.00	\$ 7,085.00
Senior Electrical Engineer	8	\$65.00	\$ 520.00
Senior Design Engineer	2	\$50.00	\$ 100.00
Design Engineer	134	\$42.00	\$ 5,628.00
Senior Airport Planner	0	\$43.00	\$ -
Environmental Scientist	0	\$40.00	\$ -
Engineer Intern	190	\$32.00	\$ 6,080.00
Design Technician	0	\$27.00	\$ -
Administrative Assistant	32	\$23.00	\$ 736.00
Sr. Construction Inspector	1186	\$45.00	\$ 53,370.00
Construction Inspector	0	\$27.50	\$ -
Total Direct Salary Costs=			<b>\$ 73,669.00</b>

**2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 155.29% **\$ 114,400.59**

**3. SUBTOTAL OF ITEMS 1 AND 2:**

**\$ 188,069.59**

**4. PROFIT @ 15%:**

**\$ 28,210.44**

**5. OUT-OF-POCKET EXPENSES:**

a. Mileage 12,705 miles @ \$0.56/mile = \$ 7,114.80  
 b. Meals 142 days @ \$55.00/day = \$ 7,810.00  
 c. Motel 124 days @ \$106.00/day = \$ 13,144.00  
 d. Materials & Supplies = \$ 151.17

Total Out-of-Pocket Expenses = **\$ 28,219.97**

**6. SUBCONTRACT COST:**

a. Materials Acceptance Testing **\$ 25,000.00**

**7. TOTAL COST (ITEMS 3, 4, 5, AND 6):**

**\$ 269,500.00**

**DERIVATION OF CONSULTANT PROJECT COSTS  
PROJECT CLOSEOUT SERVICES**

**Base Bid**

**Partial Overlay of Taxiway & Install LED Medium Intensity Taxiway Lights (MTL)**

**Add Alternate No. 1**

**Install LED Runway Holding Position Guidance Signs**

**Add Alternate No. 2**

**Install LED Runway Exit Guidance Signs**

**Add Alternate No. 3**

**Rehabilitate Runway 17 & 35 PAPIs**

**FAA PROJECT NO. A.I.P. 3-40-0006-020-2021  
ARDMORE DOWNTOWN EXECUTIVE AIRPORT  
ARDMORE, OKLAHOMA**

**May 19, 2021**

**1. DIRECT SALARY COSTS**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	1	\$75.00	\$ 75.00
Project Manager	9	\$65.00	\$ 585.00
Senior Electrical Engineer	0	\$65.00	\$ -
Senior Design Engineer	2	\$50.00	\$ 100.00
Design Engineer	27	\$42.00	\$ 1,134.00
Senior Airport Planner	32	\$43.00	\$ 1,376.00
Environmental Scientist	0	\$40.00	\$ -
Engineer Intern	32	\$32.00	\$ 1,024.00
Design Technician	32	\$27.00	\$ 864.00
Administrative Assistant	12	\$23.00	\$ 276.00
Sr. Construction Inspector	0	\$45.00	\$ -
Construction Inspector	0	\$27.50	\$ -

Total Direct Salary Costs= **\$ 5,434.00**

**2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD**

Percentage of Direct Salary Costs @ 155.29% **\$ 8,438.46**

**3. SUBTOTAL OF ITEMS 1 AND 2**

**\$ 13,872.46**

**4. PROFIT @ 15%**

**\$ 2,080.87**

**5. OUT-OF-POCKET EXPENSES**

a. Mileage	0	miles @ \$0.56/mile = \$	-
b. Meals	0	days @ \$55.00/day = \$	-
c. Motel	0	days @ \$106.00/day = \$	-
d. Printing, Plotting, Mailing, & Supplies Expenses		= \$	46.67

Total Out-of-Pocket Expenses = **\$ 46.67**

**6. TOTAL COST (ITEMS 3, 4 AND 5)**

**\$ 16,000.00**