

**IN THE MATTER OF SETTING THE DATE AND TIME AT WHICH TO RECEIVE STATEMENTS OF QUALIFICATIONS (SOQ) FROM FIRMS QUALIFIED TO PROVIDE PROFESSIONAL SERVICES FOR AIRPORT PLANNING SERVICES IN CONNECTION WITH THE DEVELOPMENT OF NEIL ARMSTRONG AIRPORT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of September, 2021.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, it is necessary for the Neil Armstrong Airport, New Knoxville, Ohio through the Auglaize County Airport Authority and Board of County Commissioners to request Statements of Qualifications (SOQ) from firms who are interested in providing professional services for Airport Planning Services in connection with the development of the Neil Armstrong Airport. This is a qualifications based selection in accordance with Federal Aviation Administration (FAA) guidelines, discussions on costs, rates, overhead or other financial issues may not be discussed prior to final selection. Discussion of such issues prior to final selection & fee negotiations are cause of immediate disqualification from the selection process. Fees will be negotiated once a selection has been made.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby set Tuesday, September 28, 2021 at 4:00 p.m. as the date and time to receive, in its office, Statements of Qualifications (SOQ) from firms who are interested in providing professional services for Airport Planning Services in connection with the development of the Neil Armstrong Airport.

Commissioner Bambauer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
7th day of  
September, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

absent  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

- cc:  Brandstetter Carroll Inc.
- Stantec Consulting Services
- RW Armstrong Corporate Headquarters
- Delta Airport Consulting
- Crawford, Murphy & Tilly, Inc.
- BF & S
- Richland Engineering Limited
- Woolpert

**BOARD OF COUNTY COMMISSIONERS**  
**AUGLAIZE COUNTY, OHIO**  
*209 S. Blackhoof St., Wapakoneta, Ohio 45895*

**Phone: 419-739-6710**

**Fax: 419-739-6711**

September 3, 2021

TO: The Evening Leader

FROM: Board of County Commissioners, Auglaize County, Ohio

RE: Public Notice to be published in The Wapakoneta Daily News and the Evening Leader

Please publish, the accompanying Legal Notice in both of your newspapers in the **Legal Section on Tuesday, September 7, 2021 and Tuesday, September 14, 2021 IN THE SMALLEST PRINT POSSIBLE.** (Please send us proof copies.)

Please send **Certificate of Publication to and invoice to:**

Board of County Commissioners  
209 S. Blackhoof St., Room 201  
Wapakoneta, OH 45895

Thank you.

Esther Leffel  
BOCC Clerk

LEGAL NOTICE  
AUGLAIZE COUNTY AIRPORT AUTHORITY  
NEIL ARMSTRONG AIRPORT

REQUEST FOR PROFESSIONAL PLANNING SERVICES

The Neil Armstrong Airport, New Knoxville, Ohio through the Auglaize County Airport Authority and Auglaize County Commissioners, will receive "Statements of Qualifications" (SOQ) from firms who are interested in providing professional services for Airport Planning Services in connection with the development of the Neil Armstrong Airport.

This is a qualifications based selection in accordance with Federal Aviation Administration (FAA) guidelines, discussions on costs, rates, overhead or other financial issues may not be discussed prior to final selection. Discussion of such issues prior to final selection & fee negotiations are cause for immediate disqualification from the selection process. Fees will be negotiated once a selection has been made.

Only firms with airport planning experience need apply. The general scope of services includes:

- Preparation of Grant – In – Aid services under the FAA AIP program
- Airport Layout Plan Updates (Updates of ACIP)

Evaluation of the Statements of Qualifications will be based on the criteria following:

1. Understanding of the General Scope of Services
2. Capability to perform the items listed in the General Scope of Services
3. Demonstration on the depth of staff within the company  
At a minimum the following information must be included:
  - a. Resumes of all Airport, Planning, with General Aviation (GA) projects within Ohio
  - b. Amount of years of aviation experience for each staff member
  - c. Amount of years with current company
  - d. Identification of key personnel for this SOQ
  - e. Amount of years company has been in business
  - f. Professional qualifications and achievements
  - g. Amount of Experience with the Neil Armstrong Airport
4. Qualifications and experience of any sub consultants required to fulfill project tasks  
At a minimum the following information must be included:
  - a. Duration of sub consultant relationship
  - b. List of other projects & references performed with this company
  - c. Reason sub consultant was chosen for team
5. Demonstration on the consistency of staff members and job assignments  
At a minimum the following information must be included:
  - a. A complete list of all client managers and airport assignments
  - b. Current workload of staff listed as key personnel in this SOQ
6. Development of a company Affirmative Action Plan
7. Comparable work experience with references
8. Knowledge of Federal Aviation Administration advisory circulars, policies & regulations  
At a minimum the following information must be included:
  - a. List any grant mishandlings, errors or judgments including forced repayment of grant funds in the past 5 years
  - b. Provide references from selected industry professionals
9. Demonstration of ability to meet schedules and budgets

Each firm's Statements of Qualifications will be ranked using the criteria stated above. The highest ranking firm will then be invited to prepare a detailed scope of services and cost proposal for consideration & negotiations.

Additional information or additional questions related to this request for Statements of Qualifications should contact Ms. Erica Preston, County Administrator, at 419-739-6710. Deadline for receipt of the qualifications is 4:00 PM on Tuesday, September 28, 2021 at 4 p.m. Please forward the 3 copies of the Statement of Qualifications to:

Auglaize County Board of Commissioners  
ATTN: Erica L. Preston, County Administrator  
209 S. Blackhoof Street, Room 201  
Wapakoneta, OH 45895

**IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th of September, 2021.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

WHEREAS, the Board has been requested to authorize budget adjustments as follows:

**Heritage Park District Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$400.00	946.0946.530900 (Other Expense)	946.0946.530800 (Advertising/Printing)

**County Auditor – General Office Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$1,200.00	001.0103.530800 (Advertising)	001.0103.530300 (Supplies)

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustments as mentioned above.

Commissioner Bambauer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
7th day of  
September, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

absent  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

cc: County Auditor  
HTPD

**IN THE MATTER OF AUTHORIZING PROJECT WORK ORDER NO. 3 TO THE MASTER SERVICE AGREEMENT WITH BUTLER, FAIRMAN AND SEUFERT, INC. FOR ENGINEERING SERVICES AT NEIL ARMSTRONG AIRPORT FOR THE APRON REHABILITATION DESIGN & CONSTRUCTION SERVICES PROJECT; AUTHORIZING THE LOCAL MATCH FOR PROJECT WORK ORDER NO. 3.**

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The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 7th day of September, 2021.

Commissioner Bergman moved the adoption of the following

**RESOLUTION**

**WHEREAS**, on March 2, 2021, in Resolution #21-085, the Board of County Commissioners approved and executed a Master Service Agreement with Butler, Fairman and Seufert, Inc. for professional services at the Neil Armstrong Airport for calendar year 2021 through 2026; and,

**WHEREAS**, Butler, Fairman and Seufert, Inc. have, at this time, presented to the Board of County Commissioners the Project Work Order No. 3 to the Master Service Agreement for Professional Services on the ODOT's Aviation Grant Program in the amount of \$462,395.00 and BF&S No. 9803 same as follows:

**Project Work Order No. 3: Apron Rehabilitation Design & Construction Services not to exceed \$87,159.00, Project Administration \$52,584.00, Resident Project Representative \$21,000.00, Materials Testing Sub consultant \$10,000.00, Travel \$2,375.00 and Legal Advertisements to Bid \$1,200.00 for a fee of \$87,159.00.**

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and authorize Project Work Order No. 3 to the Master Service Agreement with Butler, Fairman and Seufert, Inc. for the Design, Bidding & Construction Phase and reimbursable expenses – Apron Rehabilitation Design & Construction Services Project; and,

**BE IT FURTHER RESOLVED** that said Board authorizes the Vice President of the Board, David Bambauer, to execute Project Work Order No. 3 as presented; and,

**BE IT FURTHER RESOLVED** that the Board authorizes the Local Match obligations of \$23,130.00 for the ODOT Grant for the Neil Armstrong Airport's Apron Rehabilitation Design & Construction Services Project for \$462,395.00, BF&S No. 9803.

Commissioner Bambauer seconded the Resolution, and upon the roll being called, the Vote resulted in the adoption of the Resolution as follows:

Adopted this  
7th day of  
September, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

absent  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

cc: Butler, Fairman and Seufert, Inc.

- ✓ Airport Authority
- ✓ Airport Manager
- ✓ ODOT
- ✓ FAA

**EXHIBIT 1 - PROJECT WORK ORDER NO. 3**

This Project Order (**ORDER**) is made part of and governed by the terms and provisions of the Master Agreement, dated as of the 2nd day of March 2021 ("**AGREEMENT**"), by and between

Board of County Commissioners, Auglaize County, Ohio  
209 South Blackhoof Street, Room 201  
Wapakoneta, OH 45895

hereinafter called the **OWNER** and

BUTLER, FAIRMAN and SEUFERT, INC.  
8450 Westfield Boulevard, Suite 300  
Indianapolis, IN 46240

hereinafter called the **ENGINEER**.

All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the **AGREEMENT**.

**Project Number:** 9803

**Short Title:** Apron Rehabilitation Design & Construction Services

**Scope of Services/Fee:** **ENGINEER** agrees to perform the following scope of services in accordance with the Payment Basis, Estimated Quantity of Services and Estimated Cost of Services set forth below. **ENGINEER** shall not perform services which exceed the Estimated Cost of Services without prior written notice to and approval by **OWNER**.

*Detailed Scope of Services is set forth in Project Work Order Appendix A attached hereto.*

**Information and Services to be Furnished by Owner:**

*The information and services the **OWNER** agrees to furnish is set forth in Project Work Order Appendix B attached hereto.*

**Schedule of Services:**

*Total estimated time to complete performance of the services after authorized to proceed for each phase or category of the services is set forth in Project Work Order Appendix C attached hereto.*

**Payment Basis:**

*Compensation to be paid for the Scope of Services, including amounts and structure of payment is set forth in Project Work Order Appendix D attached hereto.*


**APPROVAL/ACCEPTANCE**

Acceptance of the terms of this **ORDER** is acknowledged by the following signatures of the authorized representatives of the parties to the **AGREEMENT**. This **ORDER** consists of this document and any supplemental pages attached and referenced hereto.

This **ORDER** will be effective on 9.7.21, 2021.

**ENGINEER:**  
**BUTLER, FAIRMAN and SEUFERT, INC.**

**OWNER:**  
**BOARD OF COUNTY COMMISSIONERS,**  
**AUGLAIZE COUNTY, OHIO**

  
\_\_\_\_\_  
Signature  
Paul A. Shaffer, P.E.  
Executive Vice President

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

Date: 9/7/2021

Date: 9.7.21

ATTEST:   
\_\_\_\_\_

Date: 9.7.21

## PROJECT WORK ORDER NO. 3 APPENDIX "A"

### SERVICES BY ENGINEER

#### A. PROJECT DESCRIPTION

Portions of the concrete aircraft apron at the Neil Armstrong Airport have exceeded their useful life and have failed. The airport has done maintenance and repairs as budgets allow, but a more significant concrete panel replacement is required to maintain safe operations and minimize Foreign Object Debris (FOD) damage to the many based and itinerant turbines and turboprop aircraft that use the airport. The last Pavement Inspection Report (9/25/2015) indicates that the PCI's in the proposed project areas range from 21-64, however more deterioration has occurred in the nearly six years since. This project looks to triage the worst sections of the apron that are beyond simple maintenance.

A complete project level evaluation and survey of the pavement will be performed. Concrete panels that are beyond repair shall be replaced. Panels with minor to moderate distress will be repaired as needed. Due to a limited construction budget of approximately \$375,000 the focus of the rehabilitation will be in the primary aircraft operating areas. The project will be packaged with a base bid as well as several additive alternates to maximize the amount of work that can be completed by the contractor within the budget amount.

#### B. SCOPE OF WORK

##### 1. Project Administration

- 1.1 Prepare 1 ODOT grant application for the design and the construction phase of the project.
- 1.2 Prepare up to 6 ODOT partial pay requests.
- 1.3 Prepare 1 closeout document and report of final findings.
- 1.4 Report project status in up to 12 monthly Airport Authority meetings.

##### 2. Survey for Pavement Rehabilitation

Provide a topographic survey for the design services including the data collection of pavement distresses for the design.

##### 3. Airport Design

###### 3.1 Study and Report Phase

- a. Conduct a pre-design meeting to consult with the **OWNER** to clarify and define the **OWNER's** requirements for the Project and review available data.



- b. Advise the **OWNER** as to the necessity of the **OWNER's** providing or obtaining from others data or services, and assist the **OWNER** in obtaining such data and services.
- c. Prepare an Engineer's Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the consideration involved and the alternative solutions available to the **OWNER** and setting forth the **ENGINEER's** findings and recommendations. This Report will be accompanied by the **ENGINEER's** opinion of probable construction cost, engineering costs, and construction contingencies.
- d. Design pavement section per Advisory Circular 150/5320-6 "Airport Pavement Design and Evaluation".
- e. Prepare Technical and Special Provisions per Advisory Circular 150/5370-10 "Standards for Specifying Construction of Airports" for incorporation into the complete specification book.
- f. Furnish up to five copies of the Study and Report documents, at 90% complete (Final Engineer's Report), and review them in person with the **OWNER**.

### 3.2 Construction Safety and Phasing

- a. Prepare "Safety and Phasing Plan" in accordance with the Federal Aviation Administration guidelines per Advisory Circular 150/5370-2 "Operational Safety On Airports During Construction".
- b. Consult with the **OWNER** to discover peak operational times and coordinate with **OWNER** to determine the construction phasing that will be the least impact to airport operations.
- c. Review airside and land side traffic for each phase with the **OWNER**.
- d. Coordinate and evaluate all landside traffic in or near all runway approach surfaces.
- e. Review with **OWNER** the construction phasing signage, marking and barricade placement for all construction phases.

### 3.3 Airspace

- a. Prepare and submit to the Federal Aviation Administration the forms 7460-1, 7460-2 and documentation necessary for an airspace coordination of the construction work.
- b. Coordinate construction activity to determine stock pile locations, staging areas, and haul routes in conjunctions with airfield operations.

- c. Review with the **OWNER** airspace operational restrictions during construction.
- d. Complete and coordinate for FAA acceptance of the constructed project in order to ensure proper publication of facility data.

### 3.4 Plan Set Development

- a. Provide drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called Drawings).
- b. Provide review drawing sets at "90% Final Draft", and "100% Approved For Construction", for **OWNER** feedback.
- c. Review drawings with the **OWNER** and conduct a field visit prior to construction.
- d. Advise the **OWNER** of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to the **OWNER** a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

### 3.5 Specifications

- a. Prepare complete specification book in conformance with the Federal Aviation Administration Advisory Circular 150/5370-10 "Standards for Specifying Construction of Airports".
- b. Advise the **OWNER** of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to the **OWNER** a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

### 3.6 Bid Assistance

- a. Prepare for review and approval by the **OWNER**, **OWNER's** legal counsel and other advisors Contract Agreement Forms, General Conditions and Supplementary Conditions and (where appropriate) Bid Forms, Invitations to Bid and Instructions to Bidders and assist in the preparation of other related documents.
- b. Assist the **OWNER** in advertising for and obtaining bids or negotiating proposals for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process deposits for Bidding Documents.

- c. Conduct Pre-Bid meeting to familiarize potential bidders with the project and bidding requirements.
- d. Answer contractor's questions by issuing addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- e. Attend bid opening and assist in determining acceptability of bids prior to reading publicly.
- f. Reviews bids and tabulate results for **OWNER** and agency review.
- g. Make a contract award recommendation to the **OWNER**.

#### 4. Construction Observation Services

- a. Observe the work of the Contractor by periodic visits appropriate to the various stages of construction. Site meetings included in this scope includes attendance at the preconstruction meeting, the pre-final inspection, and progress meetings.
- b. Assist in interpretation of the plans and specifications and make recommendations to the **OWNER** as needed.
- c. Review all material submittals and shop drawings transmitted by the Contractor.
- d. Prepare all contract documents during construction including progress estimates, change orders, status reports, and correspondence to the Contractor.
- e. Review and evaluate Contractor proposals for contract changes and make Assist the **OWNER** in verifying that the project is acceptable upon completion.
- f. Prepare as-built project drawings utilizing Contractor's mark-ups.

#### 5. Resident Project Representative (RPR) Services

Provide a resident representative on site (part time) while the Contractor is working for the project duration.

RPR is **ENGINEER's** agent at the site, will act as directed by and under the supervision of **ENGINEER**, and will confer with **ENGINEER** regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with **ENGINEER** and Contractor keeping **OWNER** advised. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with **OWNER** with the knowledge of and under the direction of **ENGINEER**.

RPR will attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, final inspection and other project-related meetings.

RPR shall coordinate and schedule all acceptance testing requirements of the contract documents.

RPR shall conduct on-site observations of the work in progress to assist **ENGINEER** in determining if the Work is in general proceeding in accordance with the Contract Documents.

RPR shall report to **ENGINEER** whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise **ENGINEER** of Work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.

RPR shall maintain orderly files of correspondence, reports of job conferences, Shop Drawings and samples, reproductions or original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, **ENGINEER's** clarifications and interpretations of the Contract Documents, progress reports, and other project related documents.

RPR shall write a daily report and a FAA weekly reports that summarize activities on the site and submit to the **ENGINEER**.

RPR shall observe that all items on final list have been completed or corrected and make recommendations to **ENGINEER** concerning acceptance.

RPR shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by **ENGINEER**.

RPR shall not exceed limitations of **ENGINEER's** authority as set forth in the Agreement or the Contract Documents.

RPR shall not undertake any of the responsibilities of Contractor, subcontractor or Contractor's superintendent.

RPR shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

As there are several possible packages that could be awarded under this project, the fees have been provided in a fashion so that the RPR services can match whatever option ends up being awarded to the contractor.

## **6. Project Close Out**

- a. Prepare all final ODOT financial reports.
- b. Prepare Final Construction Record and Budget Summary.
- c. Prepare Sponsor Certification for Final Acceptance.

**C. CHANGES IN WORK**

In the event that either the OWNER or the ENGINEER determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the OWNER, both parties in the exercise of their reasonable and honest judgment shall negotiate the changes and the ENGINEER shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the ENGINEER is authorized in writing by the OWNER to proceed.

**D. ADDITIONAL SERVICES**

Additional Services would be services required in addition to those specifically described above, or if the OWNER or any other local, state, or federal agency shall direct or cause the ENGINEER to relocate or rework the project, or any part thereof. The OWNER agrees to compensate the ENGINEER for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee.

**E. SPECIFICALLY EXCLUDED ITEMS**

Items specifically excluded from the scope of work that if requested by the OWNER shall be considered Additional Services as described in Appendix C, including the following:

1. As-built survey.
2. FAA AGIS submission. The rehabilitation of existing pavements and is considered a non-safety critical project. A list is provided in the memorandum of non-safety critical projects that must comply with the AGIS requirements of ACs 150/5300-17 and -18.
3. Approach survey and ortho-photogrammetry.
4. Utility coordination or utility design.
5. FAA Flight Check.

## PROJECT WORK ORDER NO. 3 APPENDIX "B"

### INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The **OWNER** shall, within a reasonable time, so as not to delay the services of the **ENGINEER**:

1. Provide full information as to **ENGINEER's** requirements for the Project.
2. Assist the **ENGINEER** by placing at **ENGINEER's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
4. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. The **ENGINEER** will assist the **OWNER** in identifying and procuring any additional permits associated with this Project.
6. Arrange for access to and make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this Agreement.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to the **ENGINEER**, as requested by the **ENGINEER** or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

**PROJECT WORK ORDER NO. 3 APPENDIX “C”**

**SCHEDULE**

All work by the **ENGINEER** under this **PROJECT ORDER** shall be completed and delivered to the **OWNER** as mutually agreed upon after the Notification to Proceed from the **OWNER**, exclusive of review time required by **OWNER** and other government agencies.

	<u>Milestone</u>	<u>Approximate Date</u>
1.	Kick Off Meeting	October 1, 2020
2.	Construction Safety Phasing	November 1, 2021
3.	Airspace	November 1, 2021
4.	Plan Set 90% Final Draft	November 29, 2021
5.	Plan Set 100% Approved for Construction	December 14, 2021
6.	Specifications/Final Engineers Report	December 14, 2022
7.	Advertisement to Bid	January 4, 2022
8.	Grant Application	Prior to March 15, 2022

The outside anticipated date for completion of the project is October 2022.

The above schedule is subject to agency review and approval, which may require the schedule to be adjusted based on the agency's responsiveness.

**PROJECT WORK ORDER NO. 3 APPENDIX "D"**

**COMPENSATION**

A. Amount of Payment

1. The **ENGINEER** shall receive as payment for the work performed under Item No. 2 below, the total fee not to exceed **\$87,159.00** unless a modification of the Agreement is approved in writing by the **OWNER**.
2. The **ENGINEER** will be paid for the following work on a lump sum basis in accordance with the following schedule:

**Fee Schedule Summary:**

<b>Project Administration Services</b>	<b>\$9,658.00</b>
<b>Survey for Pavement Rehabilitation</b>	<b>\$4,340.00</b>
<b>Study and Report Phase</b>	<b>\$4,300.00</b>
<b>Construction Safety Phasing</b>	<b>\$3,080.00</b>
<b>Airspace</b>	<b>\$1,576.00</b>
<b>Plan Set Development</b>	<b>\$12,788.00</b>
<b>Specifications</b>	<b>\$3,508.00</b>
<b>Bid Assistance</b>	<b>\$4,542.00</b>
<b>Construction Administration</b>	<b>\$4,348.00</b>
<b>Project Close-out</b>	<b>\$4,444.00</b>

3. The **ENGINEER** will be paid for the work on an hourly not to exceed basis in accordance with rates in Appendix D-1 on the following schedule:

**Fee Schedule Summary:**

<b>Resident Project Representative</b>	<b>\$21,000.00</b>
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3. Reimbursable Expenses

In addition to payments provided for in Paragraph A; the **OWNER** shall pay the **ENGINEER** the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses mean the actual expenses incurred by the **ENGINEER**, such as expenses for: **ENGINEER's** independent professional associates or consultants approved by the **OWNER** directly in connection with the Project; transportation and subsistence incidental thereto; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items in addition to those required under Appendix A; and if authorized in advance by the **OWNER**, overtime work requiring higher than regular rates.

<b>Materials Testing Subconsultant</b>	<b>\$10,000.00</b>
<b>Travel</b>	<b>\$2,375.00</b>
<b>Legal Advertisements to Bid</b>	<b>\$1,200.00</b>



B. Additional Services

Additional Services would be services required in connection with permits, construction inspection, right-of-way engineering, right-of-way acquisition, or any legal action or litigation requiring the testimony and/or services of the **ENGINEER**, or if the **OWNER** or any other local, state, or federal agency shall direct or cause the **ENGINEER** to relocate or redesign the project, or any part thereof. The **OWNER** agrees to compensate the **ENGINEER** for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in PROJECT WORKER ORDER NO. \_\_ APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee.

In addition to the hourly fees for additional services indicated above, the **ENGINEER** shall be compensated for direct project-related expenses such as job-related travel, permit applications, etc.

Any change in standards, design criteria, or other requirements by governmental units having jurisdiction over the contracted project which requires changes by the **ENGINEER** in the plans shall be considered as Additional Services.

In the event that the **OWNER** retains someone other than the **ENGINEER** to provide construction inspection, then the **OWNER** agrees to compensate the **ENGINEER** for Additional Services rendered in connection with the interpretation of plans, project stake-out or such other services that may be required during the construction phase of the work to be performed.

The **ENGINEER** shall, on behalf of the **OWNER**, cause to be made all borings and subsurface explorations and the analysis thereof; the cost of which shall be paid for by the **OWNER**.

C. Method of Payment

Payment shall be made by the **OWNER** to the **ENGINEER** each month as the work progresses.

**APPENDIX "D-1"**

**SCHEDULE OF COMPENSATION**

**BUTLER, FAIRMAN and SEUFERT, INC.**

**2021 HOURLY RATE SCHEDULE**

<u>Classification</u>		<u>Hourly Rates</u>
E-V	Engineer V (Principal)	\$ 240.00
E-IV	Engineer IV	\$ 198.00
E-III	Engineer III	\$ 170.00
E-II	Engineer II	\$ 130.00
E-I	Engineer I	\$ 97.00
FP-IV	Field Personnel IV – (Project Coordinator)	\$ 184.00
FP-III	Field Personnel III	\$ 145.00
FP-II	Field Personnel II	\$ 114.00
FP-I	Field Personnel I	\$ 89.00
EA-III	Engineer's Assistant III	\$ 175.00
EA-II	Engineer's Assistant II	\$ 143.00
EA-I	Engineer's Assistant I	\$ 97.00
SP-1	Support Personnel I	\$ 68.00
C-II	Clerical II	\$ 115.00
C-I	Clerical I	\$ 75.00
P-III	Planner/Environmental Specialist III	\$ 142.00
P-II	Planner/Environmental Specialist II	\$ 102.00
P-I	Planner/Environmental Specialist I	\$ 87.00