

TULSA AIRPORTS IMPROVEMENT TRUST

**Professional Services Agreement
On-Call Wildlife Hazard Management and Training**

By and Between

Tulsa Airports Improvement Trust
a public trust organized under the laws of the State of Oklahoma
“TAIT”

And

[Company Name]

“Consultant”

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Summary of Contract Provisions

TAIT CONTRACT NUMBER:		
1.	TAIT Address <i>For Courier or Notice Delivery</i>	Tulsa Airports Improvement Trust 7777 E. Apache St., Suite A217 Tulsa, Oklahoma 74115 Fax: 918-838-5199 For Notice Only: notice@tulsaairports.com Or: P.O. Box 581838 Tulsa, OK 71458-1838
2.	Consultant Address	Attn:
3.	Term of Agreement	One (1) year
	a. Effective Date	
	b. Termination Date	
	c. Term Renewal Options	Four One Year Options
4.	Project Name	On-Call Wildlife Hazard Management and Training
5.	Scope of Work	Tulsa International Airport and R.L. Jones Jr. Airport. ("Airports") See Exhibit A, Proposal and Request for Proposals
6.	Contract Amount	\$
7.	Liquidated Damages	NA
8.	TAIT Project Number	

Contract for

THIS AGREEMENT is made by and between the Tulsa Airports Improvement Trust, a public trust, Tulsa, Oklahoma, created and existing pursuant to the laws of the State of Oklahoma (hereinafter "TAIT") and [company name], (hereinafter "Consultant").

Recitals

TAIT desires to obtain On-Call Wildlife Hazard Management and Training at the Airports.

Consultant has experience in the services sought by TAIT, and the parties desire to enter into a written agreement that sets forth their understanding.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained to be kept and performed by the parties hereto, and upon the provisions and conditions hereinafter set forth, TAIT and Consultant hereby do agree as follows:

Article One – Definitions

Section 1.1 Definitions. In and throughout this Agreement, the following words have the following meanings, respectively, unless the context clearly appears otherwise:

- a. Agreement means this agreement for On-Call Wildlife Hazard Management and Training services ;
- b. Airport means ;
- c. City means the City of Tulsa, Oklahoma, acting by and through the Tulsa Airport Authority;
- d. Exhibit means all exhibits attached to this Agreement which are incorporated herein by reference;
- e. FAA means the Federal Aviation Administration of the United States, or any federal agency succeeding to its jurisdiction or function;
- f. FAR means Federal Aviation Regulations;
- g. Including means "including without limitation"; and
- h. Project means the On-Call Wildlife Hazard Management and Training Project.
- i. TAIT means the Tulsa Airports Improvement Trust, a public trust.

Section 1.2 Exhibits, Schedules and Appendices. All exhibits, schedules and appendices referred to herein and all exhibits, schedules and appendices which may from time to time be referred to in any duly executed amendment hereto, are or shall be incorporated herein by reference and shall be deemed a part of this Agreement, as if fully set forth herein.

Article Two –Performance

Section 2.1 Consultant's Undertaking. Consultant must promptly, diligently and in a good and professional manner, in all respects to the satisfaction of TAIT, perform the Project described on Exhibit “A” attached hereto in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional currently practicing under similar circumstances.

Section 2.2 Time for Performance. The time for performance of Consultant's services under this Agreement shall be for one (1) year and commence _____ 2018 and terminate _____ later than thereafter unless sooner terminated as herein provided. Upon proper notice Any continuation of this Agreement beyond TAIT’s current fiscal year shall be conditional upon the continued appropriation of funds therefor.

Section 2.3 Options to Extend. During TAIT shall have an option to extend the Term of this Agreement for Four extended Terms of One Year. Notice that TAIT desires to extend the Term shall be provided to Consultant within sixty (60) days prior to the expiration date of this Agreement, or any extended term.

Section 2.4 Available Information. TAIT, to the extent necessary, shall provide all information and personnel input to assist Consultant with the Project.

Section 2.5 Additions and Deletions. Authorization for additional work, or for a deletion from the work, shall be given in writing to Consultant by TAIT. Additional work may be of a limited extent and may consist of, but is not necessarily limited to, introduction of new work beyond the stated or implied scope of this Agreement. Payment for additional work shall be made on an hourly sum or other mutually agreed upon basis which shall be confirmed in writing.

Section 2.6 Rights to Inventions or Materials Generated Under this Agreement. All rights to inventions and materials generated under this Agreement are subject to regulations issued by the FAA and TAIT and/or the City of Tulsa. All final work products, color proofs, miscellaneous film, designs, reports, special studies, records and other data of any nature prepared under this Agreement shall become the property of TAIT, subject to the provisions as hereinafter set forth:

- a. Ownership. Upon full payment of all sums due Consultant under this Agreement and upon performance of all TAIT’s obligations under this Agreement, all work

prepared by Consultant for this Project shall become the property of TAIT. This conveyance shall not deprive Consultant of the right to retain reproducible copies of the Project materials.

- b. Transfer of Ownership. Under no circumstances shall the transfer of ownership of the Project materials be deemed to be a sale by Consultant and Consultant makes no warranties, express or implied, of fitness for a particular purpose.

Section 2.6 Compliance with Laws and Regulations. The Consultant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Section 2.7 Civil Rights Act of 1964, Title VI. During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest (hereinafter referred to collectively as the "Consultant"), agrees as follows:

- a. Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- b. Nondiscrimination. The Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and

shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by TAIT and/or the City of Tulsa or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to TAIT and/or the City of Tulsa or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- e. Sanction for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, TAIT and/or the City of Tulsa shall impose such sanctions as it or the FAA may determine to be appropriate, including but not limited to:
 - (1) Withholding of payments to the Consultant under the Agreement until the Consultant complies, and/or
 - (2) Cancellation, termination, or suspension of the Agreement in whole or in part.

- f. Incorporation of Provisions. The Consultant shall include the provisions of paragraphs (a) through (e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as TAIT and/or the City of Tulsa or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request TAIT and/or the City of Tulsa to enter into such litigation to protect the interests of TAIT and/or the City of Tulsa and, in addition, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

Section 2.8 Disadvantaged Business Enterprise (DBE) Assurances.

- a. Policy. It is the policy of the DOT that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement. TAIT has adopted a DBE plan which shall be followed by the Consultant in performance of its services hereunder to the extent such plan is applicable to Consultant and its performance hereunder.

- b. DBE Obligation. The Consultant and/or any of its subcontractors shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to compete for and perform contracts under this Agreement.
- c. Contract Assurance. The Consultant and/or any of its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts.
- d. Compliance. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of the Agreement or such other remedy as TAIT deems appropriate.
- e. Incorporation of Provisions. Consultant shall include the provisions of Paragraphs (a) through (c) in every subcontract which offers further subcontracting opportunities.
- f. Prompt Payment. The Consultant agrees to pay a subcontractor under this Agreement, if any, for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment to Consultant from TAIT. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of TAIT. This clause applies to both DBE and non-DBE subcontractors.

Section 2.9 Nondiscrimination on the Basis of Disability Assurances. During the performance of this Agreement, Consultant agrees as follows:

- a. Policy. It is the policy of the DOT that handicapped individuals as defined in 49 CFR Part 27 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the requirements of 49, CFR Part 27 apply to this Agreement.
- b. Handicap Obligation. Consultant agrees to ensure that handicapped individuals as defined in 49 CFR Part 27 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 27 to ensure that handicapped individuals have the maximum opportunity to compete for and perform contracts.

- c. Compliance. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in termination or such other remedy as TAIT deems appropriate.
- d. Incorporation of Provisions. Consultant shall include the provisions of Paragraphs (a) through (c) in every subcontract which offers further subcontracting opportunities.

Article Three – Compensation

Section 3.1 Compensation. For complete, diligent, faithful and professional performance of the services to be performed for the Project under the terms and conditions of this Agreement, TAIT shall pay to Consultant compensation in an amount not-to-exceed the sum of () Dollars, which shall include reimbursement for all related travel expenses.

Section 3.2 Additional Costs to TAIT. There shall be no additional costs to TAIT unless such costs are pre-approved by TAIT in writing.

Section 3.3 Access to Records and Reports. Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide TAIT and/or the City of Tulsa, the FAA 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 Consultant which are directly pertinent to the specific contract for the purpose of making audit examination excerpts and transcriptions. Consultant agrees to maintain all books, records and reports required under this Agreement for a period of not less than three (3) years after final payment is made and all pending matters are closed.

Section 3.4 Invoicing. For purposes of billing to TAIT, Consultant shall utilize a progressive method of invoicing approved by TAIT. Such method of invoicing shall include the date of the services performed, invoice to date totals, itemization of charges with supporting data or documents, deduction for prior payment and current amount owing. Payment for any professional services rendered hereunder shall be upon approved claims made by Consultant in accordance with law.

Article Four – Lobbying and Influencing Federal Employees

Section 4.1 Prohibition Against Payment. No Federal appropriated funds shall be paid by or on behalf of the Consultant 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 the making of any Federal grant and the amendment or modification of any Federal grant.

Section 4.2 Disclosure of Lobby Activities. 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 any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

Article Five – Indemnity and Insurance

Section 5.1 Indemnity.

A. Consultant shall indemnify, defend, and hold harmless TAIT, the City, the Authority and their appointed and elected officials, agents and employees against all liability, suits, claims, judgments, fines or demands (including attorney fees, court costs and expert fees) for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers ("Claims").

B. TAIT or the Authority shall give notice to Consultant of any such liability, loss, law suit, claim or demand and Consultant shall defend same using counsel reasonably acceptable to TAIT.

C. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 5.2 Insurance. Without limiting Consultant's obligation to indemnify TAIT, City and the Authority as provided under Section 5.1 above, concurrently with the execution and delivery hereof, Consultant shall furnish to TAIT a certificate of insurance that Consultant has professional liability insurance with combined single limit coverage of not less than One Million and No/100 Dollars (\$1,000,000.00). In addition to the foregoing, Consultant shall carry and keep in force commercial general liability insurance in the amount of \$1,000,000, including automobile liability for owned, hired and non-owned vehicles, by an insurance company licensed to do business in Oklahoma with limits of liability for personal injury or death to any one person of not less than TWO HUNDRED FIFTY THOUSAND and No/100 DOLLARS (\$250,000.00) and not less than ONE MILLION and No/100 DOLLARS (\$1,000,000.00) for any one occurrence involving injury or death to more than one (1) person; and property damage insurance with limits of liability of TWO HUNDRED FIFTY THOUSAND and No/100 DOLLARS (\$250,000.00) and worker's compensation insurance as required by law. Prior to the execution of this Agreement, Consultant shall provide a certificate of insurance coverage which shall provide that (i) insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days' prior written notice to TAIT (10 days for non-payment of premium), (ii) TAIT, City and Authority and their appointed and elected officials, agents and employees are named as additional insureds on the Commercial General Liability and automobile liability policies, (iii) the policies shall be considered primary as regards any other insurance coverage TAIT, City or Authority may possess, including any self-insured retention or deductible TAIT, City or Authority may have; any other insurance coverage TAIT, City or

Authority may possess shall be considered excess insurance only, (iv) the limits of liability for the automobile liability coverage required herein are on an occurrence basis, and (v) the policy shall be endorsed with a severability of interest or cross-liability endorsement, providing that the coverage shall act for each insured and each additional insured as though a separate policy had been written for each insured or additional insured; provided, however, nothing contained herein shall act to increase the limits of liability.

Any deductibles or self-insured retentions must be declared to and approved by TAIT. At the option of TAIT, the insured shall reduce or eliminate such deductibles or self-insured retentions as respects TAIT, the Authority, the City, and their appointed and elected officials, agents and employees.

Article Six – Trade Restriction Clause

Section 6.1 Certification. The Consultant, by submission of a proposal and or execution of this Agreement, certifies (as more specifically set forth in 49 CFR §30.9) that it:

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

Section 6.2 Prohibition Against Award. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the FAA may direct through TAIT cancellation of the Agreement at no cost to the Government.

Section 6.3 Agreement to Incorporate Provision. Consultant further agrees it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

Section 6.4 Notice of Changed Circumstances Required. Consultant shall provide immediate written notice to TAIT and the City of Tulsa if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become

erroneous by reason of changed circumstances. Subcontractors must agree to provide written notice to the Consultant if at any time the subcontractor learns that its certification was erroneous by reason of changed circumstances.

Section 6.5 Certification as Material Representation of Fact. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the FAA may direct through TAIT cancellation of the contract or subcontract for default at no cost to the Government.

Section 6.6 No Additional Records Required. 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 Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Section 6.7 False, Fictitious, or Fraudulent Certification. 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, § 1001.

Article Seven – Termination

Section 7.1 Termination by TAIT. This Agreement may be terminated for any reason by TAIT at any time upon ten (10) days written notice to Consultant. Ten (10) days after receipt of such notice, Consultant immediately shall cease its performance hereunder and proportionate payment will be made for all services rendered up to the date of termination on the basis of the compensation provisions hereof.

Section 7.2 On Breach by TAIT. In the event TAIT shall fail to perform any of its obligations hereunder, Consultant may give to TAIT ten (10) days written notice defining such breach. In the event of TAIT's failure to remedy the deficiency within ten (10) days of receipt of such notice, Consultant may, at its option, terminate this Agreement and thereupon shall be entitled to proportionate payment for services rendered prior to such notice on the basis of the compensation provisions hereof.

Section 7.3 On Breach by Consultant. In the event Consultant shall fail to perform any of its obligations hereunder, at its option, TAIT may give Consultant written notice defining such breach. In the event of the failure of Consultant to remedy any existing deficiency in its performance or Consultant's failure to remedy any default within ten (10) days from receipt of such notice, TAIT may suspend or terminate this Agreement. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. If the Agreement is terminated, TAIT may award a contract for the

uncompleted portion of the Project or otherwise may proceed to obtain completion thereof. In either event, if the cost to TAIT exceeds the amount then due or unpaid hereunder, Consultant shall be liable for the deficiency.

Article Eight – Additional Provisions

Section 8.1 Contract Not Assignable. This is a contract for qualified personnel and without TAIT's prior written consent, the Agreement shall not be assigned by Consultant either in whole or in part.

Section 8.2 Amendments and Supplements. This Agreement may be amended and/or supplemented only in writing with the mutual consent of the parties.

Section 8.3 Notices. All notices, certificates, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, designations or other communication which may be or are required to be given by either party thereto to the other under this Agreement, shall be made pursuant to the form, method, and receipt provisions below:

(a) **Form of Notice.** All notices, requests, claims, demands and other communications regarding any Terms or Conditions under this Agreement shall be in writing.

- (b) **Method of Notice.** All notices shall be given:
- i. by delivery in person; or
 - ii. by a nationally recognized next day courier service; or
 - iii. by first class, registered or certified mail, postage prepaid; or
 - iv. by facsimile; or,
 - v. by electronic mail,
- to the address of the party specified below:

if to TAIT or the Authority:	and if to Consultant:
Tulsa Airports Improvement Trust	ATTN:
Attention: Airports Director	
P. O. Box 581838	
Tulsa, OK 74158-1838	

or such other address as either party may specify in writing pursuant to the Notice provisions contained in this section.

c) **Receipt of Notice.** All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) day following mailing, whichever occurs first. Notices shall be deemed to have been duly given (a) when delivered in person, (b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail (but, in the case of electronic mail, only if followed by transmittal by hand or a national overnight courier for

delivery on the next Business Day), (c) upon receipt after dispatch by registered or certified mail, postage prepaid or (d) on the next Business Day if transmitted by national overnight courier (with confirmation of delivery).

Section 8.4 No Joint Venture or Partnership. This Agreement shall not be deemed or construed (a) to create any relationship of joint venture or partnership between the parties, (b) to give TAIT any interest in the business of the Consultant, or (c) to grant to the Consultant any powers as an agent or representative of TAIT for any purpose or to bind TAIT. The Consultant shall be an independent contractor owning and operating its business as herein described.

Section 8.5 Severability. In the event any terms, covenants, conditions or provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term, covenant, condition or provision hereof.

Section 8.6 Entire Agreement; Modification Hereof. This Agreement expresses the entire understanding of TAIT and Consultant concerning the subject matter hereof and all agreements of TAIT and of Consultant with each other. Neither TAIT nor Consultant has made or shall be bound by any agreement or any representation to the other concerning the subject matter which is not set forth expressly in this Agreement. This Agreement may be modified only by a written agreement of subsequent date hereto signed by TAIT and Consultant.

Section 8.7 Execution of Counterparts; Original Signatures. This Agreement simultaneously may be executed in several counterparts, each of which will be an original and all of which constitute but one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties are deemed to constitute original signatures, and facsimile or electronic copies hereof are deemed to constitute duplicate originals.

Section 8.8 Effect of Saturdays, Sundays and Legal Holidays. Whenever this Agreement requires any action to be taken on a Saturday, Sunday or a legal holiday, such action shall be taken on the first business day occurring thereafter in the place where the action is to be taken. Whenever in this Agreement the time within which any action is required to be taken, or within which any right will lapse or expire, shall terminate on a Saturday, Sunday or a legal holiday, such time shall continue to run until 11:59 p.m. on the next succeeding business day.

Section 8.9 Descriptive Headings; Table of Contents. The descriptive headings of the Sections of this Agreement and any Table of Contents annexed hereto or copies hereof, are inserted or annexed for convenience or reference only and do not constitute a part of this Agreement, and shall not affect the meaning, construction, interpretation or effect of this Agreement.

Section 8.10 Choice of Law; Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma.

Section 8.11 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon TAIT, Consultant and their respective successors and assigns.

Section 8.12 Non-Collusion Certificate. Concurrently with execution of this Agreement, **Consultant shall execute the Non-collusion Certificate**, attached hereto as Exhibit "B," which is incorporated as a part of this Agreement by this reference.

Section 8.13 Dispute Resolution. In the event that a conflict cannot be resolved between the parties, TAIT and Consultant agree that all disputes arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation, unless the parties mutually agree otherwise. The mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and shall include a list of no less than three nor more than six names, addresses and qualifications of industry-experienced mediators which the filing party will accept to conduct the mediation. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The mediator's fee and any filing fees shall be shared equally between the parties. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Section 8.14 Federal Provisions. This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between TAIT and/or the City of Tulsa and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Airport.

[SIGNATURES ON FOLLOWING PAGE]

Signatures

IN WITNESS WHEREOF, the parties have entered into this Agreement at Tulsa, Oklahoma, this day of _____, 20__.

Approved by the Tulsa Airport Authority TULSA AIRPORTS IMPROVEMENT TRUST on , 20__.

Mark VanLoh, AAE
President & CEO

By: _____
Chairman

ATTEST:

By: _____

Title: _____

Rev. 01-30-2018
Docid# _____

Exhibit A

Attach Scope of Work

Exhibit B-1

**AIRPORT IMPROVEMENT PROGRAM (AIP)
STATE OF OKLAHOMA
NON-COLLUSION CERTIFICATE**

I hereby certify that I am a duly authorized representative of the firm and that neither I nor the above firm has:

- a. Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
- b. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
- c. Paid or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement except as herein expressly stated (if any).

Consultant further certifies by submission of its proposal or acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Consultant further agrees it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, if this contract involves participation of Airport Improvement Program (AIP) funds, and that this certificate is made subject to applicable state and federal laws, both criminal and civil.

Date

Name

Title

