

GOLDSBY AIRPORT TRUST

100 E. CENTER RD.
GOLDSBY, OK 73093-9112

AGENDA

PLACE OF MEETING

Type: Regularly scheduled

Date: Thursday, February 12, 2026

Time: 5:45 p.m.

Place: Town Hall

100 E Center Rd

Goldsby OK 73093

Meeting Procedure: *Comments from the Public are welcome during the course of the meeting; Comments not scheduled on the agenda will be heard under Public Comments; and Comments on all scheduled Agenda items will be heard immediately following the presentation by Staff or Petitioner. Please wait until you are recognized by the Chairman and keep comments as brief as possible.*

- 1) Call to order.
- 2) Roll call, declaration of quorum being present.
- 3) Public Comments: *Comments on topics not listed on the agenda, the board shall make no decision or take any action, except to possibly direct the town staff to take action, or schedule the matter for board discussion at a later date. Please identify yourself and limit comments or questions to 3 minutes.*
- 4) Discussion and possible action (approval, rejection, amendment and/or postponement) for the Consent Agenda. *(Items listed under the consent agenda are deemed non-controversial and routine in nature by the governing body. They will be approved by one motion of the governing body. The items on the consent agenda will not be discussed. Any member of the governing body that desires to discuss an item on the consent agenda may request it be removed from the consent agenda and then shall be considered as a separate item.)*
 - a) Approval of the Regular minutes of the meeting held December 11, 2025.
 - b) Review of the treasurer's reports.
- 5) Discussion and possible action of items removed from the Consent Agenda. (approval, rejection, amendment, and/or postponement)
- 6) Discussion and possible action (approval, rejection, amendment and/or postponement) for a request for a flight training business agreement between Austin Wallace, Adventure Air, LLC and the Airport.
- 7) Discussion and possible action (approval, rejection, amendment and/or postponement) for the master agreement between the Town of Goldsby and Parkhill for professional services and authorize the mayor to sign all documents.
- 8) Discussion and possible action (approval, rejection, amendment and/or postponement) for task order no. 1 to Master Agreement for professional services for the final design to construct Multi-Unit Hangars at the David J Perry Airport for an amount of \$80,500 and authorize the mayor to sign all documents.

Airport Reports:

- 9) Report from Airport Manager
- 10) Communications from employees and trustees.
- 11) Adjournment. Next meeting date scheduled for March 12, 2026

Secretary Sandy Jenkins

GOLDSBY AIRPORT TRUST

100 E. CENTER RD.
GOLDSBY, OK 73093-9112

MINUTES

PLACE OF MEETING
Type: Regularly scheduled
Date: Thursday, December 11, 2025
Time: 5:45 p.m.
Place: Town Hall
100 E Center Rd
Goldsby OK 73093

-
- 1) Call to order.
Eric Hedenberg called the meeting to order.
 - 2) Roll call, declaration of quorum being present.
Roll: David White, absent; Eric Hedenberg, present; Darrell Ingram, present; Steve Vaught, present; John Blaylock, present.
Eric Hedenberg declared a quorum present.
 - 3) Public Comments:
No public comments.
 - 4) Discussion and possible action (approval, rejection, amendment and/or postponement) for the Consent Agenda.
 - a) Approval of the Regular minutes of the meeting held November 13, 2025.
 - b) Review of the treasurer’s reports.
 - c) Review and approval of invoice 01408021.G0-3 from Parkhill for professional services for the Install of the Fuel System for an amount of \$32,900 with \$1,325.00 remaining.
 - d) Review and approval of application #2 from Third Generation Electrical Inc for Install of the Fuel System for an amount of \$77,443.29 with \$302,083.87 remaining.
Darrell Ingram moved to approve the consent agenda, Steve Vaught seconded the motion.
Ayes: Eric Hedenberg, Darrell Ingram, Steve Vaught and John Blaylock.
Nays: None.
 - 5) Discussion and possible action of items removed from the Consent Agenda. (approval, rejection, amendment, and/or postponement)
Nothing removed.

Airport Reports:

- 6) Communications from employees and trustees.
Satvik reported he has not gotten an update on the fuel tank. Last time it was updated it was going to be in November.
Eric asked about the violations at the airport, Satvik stated most of them had been resolved.
Satvik stated Steve and John are going to start working on the minimum standards.
Kara had stated she attended a stem advisory committee meeting with the school and aviation and aeronautics is being taught. She has stated it would be good if a drone lab at the airport could be taught to the students and the airport trust could be involved.
- 7) Adjournment. Next meeting date scheduled for January 8, 2026.
Darrell Ingram moved to adjourn the meeting, Steve Vaught seconded the motion.
Ayes: Eric Hedenberg, Darrell Ingram, Steve Vaught and John Blaylock.
Nays: None.

Vice Chairman Eric Hedenberg

Date

Secretary Sandy Jenkins

Airport
Balance Sheet
As of January 31, 2026

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1011.40 (checking)3201	83,838.64
1021.40 Airport Insurance	0.00
1031.40 Airport Reserves	61,466.06
Total 1011.40 (checking)3201	145,304.70
Total Bank Accounts	\$145,304.70
Accounts Receivable	
1101.40 Accounts Receivable	0.00
Total Accounts Receivable	\$0.00
Other Current Assets	
1110.40 Undeposited Funds (cash)	0.00
1161.40 Grants receivable	0.00
1201.40 Due from other funds	0.00
1301.40 Inventory	25,769.48
2209.40 Due to other funds - PR only	5,590.67
Total Other Current Assets	\$31,360.15
Total Current Assets	\$176,664.85
Fixed Assets	
1701.40 Construction in progress - AP	106,211.76
1711.40 Land and Easements - AP	20,000.00
1721.40 Buildings - AP	3,671,119.62
1731.40 Vehicles & equipment - AP	80,866.00
1741.40 Office Equipment - AP	6,856.69
1751.40 Infrastructure - AP	6,824,924.06
1799.40 Accumulated depreciation	-2,712,211.25
Total Fixed Assets	\$7,997,766.88
TOTAL ASSETS	\$8,174,431.73
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2002.40 Construction A/P - AP	0.00
2005.40 Prepaid hangar rent	0.00
2010.40 Accrued payroll - AP	0.00
2029.40 Accrued PTO - AP	0.00
2201.40 Due to other funds	0.00
2401.40 Current portion of note payable	0.00
2801.40 Hangar Deposits Refundable AP	0.00
Total Other Current Liabilities	\$0.00

Airport
Balance Sheet
As of January 31, 2026

	TOTAL
Total Current Liabilities	\$0.00
Long-Term Liabilities	
2211.40 Due to Town - Long Term	145,729.37
2501.40 Notes payable - less current	0.00
Total Long-Term Liabilities	\$145,729.37
Total Liabilities	\$145,729.37
Equity	
3001.40 Opening Balance Equity	0.00
3501.40 Net assets	7,240,658.02
3502.40 Retained Earnings	742,558.84
Net Income	45,485.50
Total Equity	\$8,028,702.36
TOTAL LIABILITIES AND EQUITY	\$8,174,431.73

Airport

Budget vs. Actuals: Budget_FY26_P&L - FY26 P&L

July 2025 - June 2026

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
4400.43 Rental Income - AP		0.00	0.00	
4411.43 Hangar rent - AP	151,639.36	220,000.00	-68,360.64	68.93 %
4421.43 Lease revenues - AP	6,709.50	18,000.00	-11,290.50	37.28 %
Total 4400.43 Rental Income - AP	158,348.86	238,000.00	-79,651.14	66.53 %
4541.43 Fuel sales - AP	75,853.40	88,000.00	-12,146.60	86.20 %
4591.43 Misc revenues - AP	350.81		350.81	
4990.43 Unapplied Cash Payment Income	-470.00		-470.00	
Total Income	\$234,083.07	\$326,000.00	\$ -91,916.93	71.80 %
Cost of Goods Sold				
4941.43 Cost of Goods Sold- Fuel	31,571.40	69,306.00	-37,734.60	45.55 %
Total Cost of Goods Sold	\$31,571.40	\$69,306.00	\$ -37,734.60	45.55 %
GROSS PROFIT	\$202,511.67	\$256,694.00	\$ -54,182.33	78.89 %
Expenses				
5001.43 Personal Services - AP				
5002.43 Salaries & wages - AP	29,621.60	53,000.00	-23,378.40	55.89 %
5011.43 FICA/MC - AP	2,622.10	4,055.00	-1,432.90	64.66 %
5017.43 OESC - AP	123.80	530.00	-406.20	23.36 %
5021.43 Ins/HSA - AP	4,889.42	1,000.00	3,889.42	488.94 %
5023.43 Retirement - AP	1,715.22	3,180.00	-1,464.78	53.94 %
5025.43 Workmans Comp - AP		200.00	-200.00	
Total 5001.43 Personal Services - AP	38,972.14	61,965.00	-22,992.86	62.89 %
5101.43 Materials & Supplies - AP	15,200.50	15,000.00	200.50	101.34 %
5301.43 OS & C - AP	68,858.46	60,000.00	8,858.46	114.76 %
5308.43 Credit Card Fees	1,781.40		1,781.40	
5501.43 Capital Outlay - AP	111,968.33	549,000.00	-437,031.67	20.39 %
Total Expenses	\$236,780.83	\$685,965.00	\$ -449,184.17	34.52 %
NET OPERATING INCOME	\$ -34,269.16	\$ -429,271.00	\$395,001.84	7.98 %
Other Income				
6701.43 Grant revenues - AP	94,926.12	485,000.00	-390,073.88	19.57 %
Total Other Income	\$94,926.12	\$485,000.00	\$ -390,073.88	19.57 %
Other Expenses				
Reconciliation Discrepancies-1	0.10		0.10	
Total Other Expenses	\$0.10	\$0.00	\$0.10	0.00%
NET OTHER INCOME	\$94,926.02	\$485,000.00	\$ -390,073.98	19.57 %
NET INCOME	\$60,656.86	\$55,729.00	\$4,927.86	108.84 %

Airport
Profit and Loss by Month
 January 2026

	JAN 2026	TOTAL
Income		
4400.43 Rental Income - AP		\$0.00
4411.43 Hangar rent - AP	18,990.80	\$18,990.80
Total 4400.43 Rental Income - AP	18,990.80	\$18,990.80
4541.43 Fuel sales - AP	7,761.35	\$7,761.35
4990.43 Unapplied Cash Payment Income	600.00	\$600.00
Total Income	\$27,352.15	\$27,352.15
GROSS PROFIT	\$27,352.15	\$27,352.15
Expenses		
5001.43 Personal Services - AP		\$0.00
5002.43 Salaries & wages - AP	3,939.03	\$3,939.03
5011.43 FICA/MC - AP	301.34	\$301.34
5017.43 OESC - AP	39.39	\$39.39
5021.43 Ins/HSA - AP	616.13	\$616.13
5023.43 Retirement - AP	198.99	\$198.99
Total 5001.43 Personal Services - AP	5,094.88	\$5,094.88
5101.43 Materials & Supplies - AP	1,931.53	\$1,931.53
5301.43 OS & C - AP	5,342.91	\$5,342.91
5308.43 Credit Card Fees	180.81	\$180.81
Total Expenses	\$12,550.13	\$12,550.13
NET OPERATING INCOME	\$14,802.02	\$14,802.02
NET INCOME	\$14,802.02	\$14,802.02

Airport

Profit and Loss Comparison

July 31, 2024 - June 30, 2025

	TOTAL	
	JUL 31, 2024 - JUN 30, 2025	AUG 31, 2023 - JUL 30, 2024 (PP)
Income		
4400.43 Rental Income - AP		
4411.43 Hangar rent - AP	182,796.70	103,402.64
4421.43 Lease revenues - AP	17,236.24	27,309.94
Total 4400.43 Rental Income - AP	200,032.94	130,712.58
4541.43 Fuel sales - AP	87,415.60	88,190.00
4591.43 Misc revenues - AP	3,424.00	1,846.28
4821.43 Insurance Payments	18,143.01	170,580.64
4990.43 Unapplied Cash Payment Income	-2,125.00	3,155.00
Hangar rent - AP	0.00	
Total Income	\$306,890.55	\$394,484.50
Cost of Goods Sold		
4941.43 Cost of Goods Sold- Fuel	73,363.57	82,799.33
Total Cost of Goods Sold	\$73,363.57	\$82,799.33
GROSS PROFIT	\$233,526.98	\$311,685.17
Expenses		
5001.43 Personal Services - AP		
5002.43 Salaries & wages - AP	26,081.94	38,752.03
5011.43 FICA/MC - AP	2,003.01	3,055.42
5017.43 OESC - AP	270.05	-31.94
5021.43 Ins/HSA - AP	3,740.00	5,556.66
5023.43 Retirement - AP	1,185.07	2,083.89
Total 5001.43 Personal Services - AP	33,280.07	49,416.06
5101.43 Materials & Supplies - AP	22,947.00	18,934.25
5301.43 OS & C - AP	60,881.38	48,602.77
5305.43 Reconciliation Discrepancies	-0.01	
5308.43 Credit Card Fees	2,064.23	2,130.56
5501.43 Capital Outlay - AP	-128,935.53	54,685.53
5511.43 Depreciation - AP	273,980.39	210,335.67
Total Expenses	\$264,217.53	\$384,104.84
NET OPERATING INCOME	\$ -30,690.55	\$ -72,419.67
Other Income		
6701.43 Grant revenues - AP	787,717.75	1,327,185.10
8001.43 Transfer to Airport	100,000.00	
Total Other Income	\$887,717.75	\$1,327,185.10
NET OTHER INCOME	\$887,717.75	\$1,327,185.10
NET INCOME	\$857,027.20	\$1,254,765.43

Airport
Transaction List by Vendor
January 2026

DATE	TRANSACTION TYPE	NUM	POSTING	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
Acme Welding						
01/06/2026	Check	3526	Yes	Service call to repair damage to door locks	1011.40 (checking)3201	-250.00
AT&T Mobility						
01/07/2026	Check	3530	Yes	Acct# *****2936 11/26/25-12/25/25	1011.40 (checking)3201	-47.41
Cintas Corporation						
01/07/2026	Check	3528	Yes	4251652796 4252418532 4253189631 4253866728 4254692660	1011.40 (checking)3201	-332.56
01/07/2026	Check	3529	Yes	Inv# 5305488204	1011.40 (checking)3201	-68.97
Fraljo Four LLC DBA Trinity Climate Control						
01/22/2026	Check	3539	Yes	Inv# 6695 replace pressure switch and charge AC Inv# 6688 repair hangar heaters	1011.40 (checking)3201	-1,495.00
GAT Payroll Expense						
01/16/2026	Check	ACH011626	Yes	payroll ending 010926	1011.40 (checking)3201	-2,841.06
01/30/2026	Check	ACH013026	Yes	payroll ending 012326	1011.40 (checking)3201	-2,253.82
Goldsby Water Authority						
01/06/2026	Check	3525	Yes	Acct# 01269	1011.40 (checking)3201	-137.30
Karri Kennedy DBA The Cleaning Momma LLC						
01/06/2026	Check	3527	Yes	office cleaning week ending 1/9/26	1011.40 (checking)3201	-70.00
01/15/2026	Check	3533	Yes	office cleaning week ending 1/16/26	1011.40 (checking)3201	-70.00
01/21/2026	Check	3537	Yes	office cleaning week ending 1/23/26	1011.40 (checking)3201	-70.00
01/29/2026	Check	3541	Yes	office cleaning week ending 1/30/26	1011.40 (checking)3201	-70.00
Michael Green, CPA						
01/15/2026	Check	3532	Yes	Inv# 909 - Progress Bill for Audit Services	1011.40 (checking)3201	-812.50
OEC						
01/15/2026	Check	3535	Yes	Acct# *****2302 Acct# *****1800 Acct# *****1900	1011.40 (checking)3201	-316.70
OEC Fiber						
01/15/2026	Check	3534	Yes	Acct# *****8000	1011.40 (checking)3201	-145.00
OMAG						
01/15/2026	Check	3536	Yes	Policy # AIR056169310 - Airport Liability 2/15/26-2/15/27	1011.40 (checking)3201	-4,560.00
ONG						
01/28/2026	Check	3540	Yes	Acct# *****9126 1206117 18 Acct# *****0640 1206120 82	1011.40 (checking)3201	-357.11
The Town of Goldsby						
01/08/2026	Check	3531	Yes	Promissory Note AP to Town #95	1011.40 (checking)3201	-3,875.34
Walls Pest Control						
01/21/2026	Check	3538	Yes	Regular Scheduled Spray 1/13/26	1011.40 (checking)3201	-35.00

Airport

Sales by Product/Service Summary

January 2026

	TOTAL			
	QUANTITY	AMOUNT	% OF SALES	AVG PRICE
Hangar 66	1.00	280.00	1.05 %	280.00
Hangar 67	1.00	280.00	1.05 %	280.00
Hangar 68	1.00	280.00	1.05 %	280.00
Hangar 69	1.00	280.00	1.05 %	280.00
Hangar 70	1.00	300.00	1.13 %	300.00
Hangar 80	1.00	350.00	1.32 %	350.00
Hangar 81	1.00	350.00	1.32 %	350.00
Hangar 82	1.00	350.00	1.32 %	350.00
Hangar 83	1.00	350.00	1.32 %	350.00
Hangar 84	1.00	400.00	1.51 %	400.00
Hangar 85	1.00	350.00	1.32 %	350.00
Hangar 86	1.00	350.00	1.32 %	350.00
Hangar 87	1.00	350.00	1.32 %	350.00
Hangar 88	2.00	350.00	1.32 %	175.00
Hangar 90	1.00	350.00	1.32 %	350.00
Hangar 91	1.00	350.00	1.32 %	350.00
Hangar 92	1.00	350.00	1.32 %	350.00
Hangar 95	1.00	350.00	1.32 %	350.00
Hangar 96	2.00	700.00	2.63 %	350.00
Hangar 97	1.00	350.00	1.32 %	350.00
Hangar 98	1.00	350.00	1.32 %	350.00
Hangar 99	1.00	350.00	1.32 %	350.00
Storage	2.00	125.00	0.47 %	62.50
TIE DOWN	18.00	120.00	0.45 %	6.6666667
TOTAL		\$26,571.34	100.00 %	

transfer
\$ 2657.14

Airport

Sales by Product/Service Summary

January 2026

	TOTAL			
	QUANTITY	AMOUNT	% OF SALES	AVG PRICE
100LL	1,552.27	7,761.35	29.21 %	5.00
Adventure Air	1.00	1,500.00	5.65 %	1,500.00
Credit Card Fees	23.00	-180.81	-0.68 %	-7.8613043
Hangar 1	1.00	145.00	0.55 %	145.00
Hangar 2	1.00	145.00	0.55 %	145.00
Hangar 3	1.00	145.00	0.55 %	145.00
Hangar 4	1.00	145.00	0.55 %	145.00
Hangar 5	1.00	145.00	0.55 %	145.00
Hangar 6	1.00	145.00	0.55 %	145.00
Hangar 7	1.00	145.00	0.55 %	145.00
Hangar 8	1.00	145.00	0.55 %	145.00
Hangar 25	1.00	95.00	0.36 %	95.00
Hangar 26	1.00	95.00	0.36 %	95.00
Hangar 27	1.00	85.00	0.32 %	85.00
Hangar 28	1.00	85.00	0.32 %	85.00
Hangar 29	1.00	85.00	0.32 %	85.00
Hangar 32	1.00	85.00	0.32 %	85.00
Hangar 36	1.00	145.00	0.55 %	145.00
Hangar 41	1.00	350.00	1.32 %	350.00
Hangar 42	1.00	350.00	1.32 %	350.00
Hangar 43	1.00	350.00	1.32 %	350.00
Hangar 44	1.00	50.00	0.19 %	50.00
Hangar 45	1.00	350.00	1.32 %	350.00
Hangar 46	1.00	350.00	1.32 %	350.00
Hangar 47	1.00	350.00	1.32 %	350.00
Hangar 48	1.00	350.00	1.32 %	350.00
Hangar 49	1.00	350.00	1.32 %	350.00
Hangar 50	2.00	350.00	1.32 %	175.00
Hangar 51	1.00	300.00	1.13 %	300.00
Hangar 52	1.00	280.00	1.05 %	280.00
Hangar 53	2.00	460.80	1.73 %	230.40
Hangar 54	1.00	280.00	1.05 %	280.00
Hangar 55	1.00	280.00	1.05 %	280.00
Hangar 56	1.00	280.00	1.05 %	280.00
Hangar 57	1.00	280.00	1.05 %	280.00
Hangar 58	1.00	280.00	1.05 %	280.00
Hangar 59	1.00	280.00	1.05 %	280.00
Hangar 60	1.00	300.00	1.13 %	300.00
Hangar 61	1.00	300.00	1.13 %	300.00
Hangar 62	1.00	280.00	1.05 %	280.00
Hangar 63	1.00	280.00	1.05 %	280.00
Hangar 64	1.00	280.00	1.05 %	280.00
Hangar 65	1.00	280.00	1.05 %	280.00

**DAVID J. PERRY AIRPORT
LIMITED FIXED BASE OPERATOR SERVICES AGREEMENT AND LEASE**

THIS LIMITED FIXED BASE OPERATOR SERVICES AGREEMENT AND LEASE (this "Agreement") is made effective as of ADVENTURE AIR, LLC by and between the Goldsby Airport Trust, a public trust for the benefit of the Town of Goldsby, Oklahoma (the "GAT"), and ADVENTURE AIR, LLC, a(n) ("Tenant").

RECITALS:

A. GAT is a public trust for the benefit of the Town of Goldsby, Oklahoma and is the operator of the David J. Perry Airport (the "Airport").

B. Tenant desires to obtain from GAT the non-exclusive license to operate as a limited fixed base operator or specialized aviation service operator ("LFBO" or "SASO)) at the Airport, and GAT desires to grant to Tenant the non-exclusive license to operate as an LFBO or SASO at the Airport to provide specific commercial services and activities subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Leased Facilities and Premises.

1.1 GAT hereby leases to Tenant, and Tenant hereby leases from GAT, the premises identified below and the right of ingress and egress for both vehicles and aircraft:

(a) Real Property as follows: MUTLI-USE HANGER
(none if blank)

(b) Hangar No(s) MULTI-USE HANGER to be used in the performance of the LFBO/SASO agreement. The Hanger(s) if not used, cannot be sub-leased by the Tenant.

(c) Personal Property and Equipment as follows: Click or tap here to enter text.

(none if blank)

(d) Other facilities as follows: Click or tap here to enter text.

(none if blank)

1.2 Tenant covenants and agrees it will use the leased premises ("Premises") only for

the purpose of operating therein the limited fixed based operation described in section 4.1 below.

1.3 If the Premises or any material part thereof are damaged or rendered untenable by fire or other cause, then in any such event GAT may, at its option, terminate this Agreement in its entirety or elect to repair or rebuild the same in GAT's sole discretion. If GAT elects to terminate this Lease, then the same shall terminate ten (10) days after such notice is given and the Tenant shall immediately vacate, surrender and deliver up possession of the Premises to GAT, paying rent and all other charges hereunder up until the time of said casualty.

1.4 Tenant expressly recognizes that the permanent improvements, if any, to be constructed pursuant to this Agreement, being on the land of GAT, will be and become the property of GAT and Tenant agrees to deliver to GAT possession of the Premises, including said improvements, at the termination of this Lease, in good condition, reasonable wear and tear excepted; provided that, if Tenant is not in breach of this Lease, Tenant shall have the right, at any time during the term of this Lease, to remove its aircraft, tools, equipment and readily moveable fixtures from said buildings and Tenant shall promptly repair at its expense any damage to Premises arising from or related to such removal.

1.5 GAT may provide electricity to the Hangar. GAT shall not be responsible for the failure to furnish electricity, and the obligation to TENANT under this lease shall not be affected by the failure of GAT to provide electricity, nor shall any claim accrue to TENANT by reason thereof.

1.6 Tenant shall keep the Premises, as described hereinabove, clean and in good condition and shall dispose of all debris and other waste matter which may accumulate on the Premises at Tenant's expense, and shall provide metal or other containers acceptable to GAT with proper covers for waste.

2. Tenant's use of the Premises for aircraft storage is limited upto eight (8) twin-engine or single-engine aircraft per Hangar space, to-wit: SEE ATTACHMENT-1 or the replacement thereof, which aircraft shall be registered in the name of, and owned by, TENANT and which must be housed entirely within and under the Hangar. Tenant shall provide GAT the aircraft's current annual inspection certificate certifying its airworthiness. Should TENANT house any other aircraft or house or store personal property not used in the LFBO operations listed in section 4 below, in said Hangar space without the prior written consent of GAT, such housing or storing shall constitute a breach of this Agreement and GAT may, at its option, immediately cancel and terminate this Agreement.

2.1 GAT shall not be responsible to TENANT, or to TENANT's agents, employees, invitees, customers, or visitors for any damage or injury to persons or property, for any reason. The risk of loss and the duty to insure all personal property of TENANT and/or TENANT's agents, employees, invitees, customers, or visitors, located in or at the Premises and/or the common areas shall be that of TENANT. TENANT, for itself and its agents, employees, invitees, customers, or visitors hereby releases GAT, its Trustees, beneficiaries, employees and agents from all liability for loss, damage, theft, or injury to the property of TENANT and/or TENANT's agents, employees, invitees, customers, or visitors, located in or at the Premises and/or the common areas.

3. **Term.** The term of this Agreement is TWO YEARS (2) years (the "Initial Term"), commencing on MARCH,1ST OF 2026, and ending on FEBURARY,29TH OF 2028, unless earlier terminated as provided herein. Upon the expiration of the Initial Term, if Tenant shall not have been in default hereunder and subject to the approval of GAT, Tenant shall have the option to extend this Agreement for ONE (1) additional term(s) of ONE (1) year(s) on such terms as GAT shall determine (the "Extension Term"). Tenant shall provide GAT written notice of its intent to exercise the option to extend at least one hundred twenty (120) days prior to the expiration of the Initial Term (the Initial Term and the Extension Term, if any, are collectively referred to herein as, the "Term"). All improvements of the Premises shall be and remain the property of GAT in the event that this agreement is terminated by either party.

4. **Limited Grant of Specialized Aeronautical Services Operations to Tenant.**

4.1 During the Term of this Agreement, and provided Tenant is not in default hereunder or under any other lease or contract with GAT, GAT hereby grants to Tenant the non-exclusive right and privilege to serve as a limited fixed base operator at the Airport for the purpose of providing, operating, conducting and performing only the following specifically designated specialized aeronautical services and to use, in common with others, Airport Facilities (defined below) for such services, subject to the terms of this Agreement:

[Select authorized specialized aeronautical services by marking the check box for one or more such services – only check or X marked selected services are authorized]

Flight training conducted pursuant to Part 61 of the Federal Aviation Regulations, 14 C.F.R. § 61.1, *et seq.*, as the same may be amended from time to time, or operation of a pilot school certificated under Part 141 of the Federal Aviation Regulations, 14 C.F.R. § 141.1,*et seq.*, as the same may be amended from time to time, including ground school, discovery flights, retail sales specifically limited to aviation-related materials (such as aviation charts, instrument approach plates, pilot aids, etc.), and specifically excluding food products;

Rental and/or leasing of aircraft to the general public;

Commercial flying services operator providing any of the following activities: sightseeing flights; crop dusting; seeding and spraying; banner towing and aerial advertising; aerial photography or survey; firefighting; power line or pipeline patrol, and wildlife spotting; or any other operations specifically excluded from FAR Part 135;

Aircraft airframe and powerplant maintenance and repair providing major and minor maintenance or repair on aircraft engines and airframes in accordance with applicable CFRs inside an enclosed hangar;

Specialized aviation repair service providing maintenance and repair services on aircraft propellers, radios, avionics, accessories (but excluding aircraft painting) in accordance with applicable FARs;

Aircraft sale or brokerage under a current Oklahoma Aircraft Dealer's License;

Aircraft charter and air taxi service providing unscheduled air transportation of persons or cargo to the general public for hire under 14 CFR Part 125 or 14 CFR Part 135 and current Air Taxi Operator Certificate;

Commercial hangar operator leasing or sub-leasing hangar space to operators conducting commercial aeronautical activities at the Airport;

Other: Click or tap here to enter text.

4.2 Tenant understands and acknowledges that Tenant shall use the Airport Facilities only for those purposes expressly authorized by this Agreement and Tenant shall not engage in any unauthorized use of the same. Without limiting the foregoing, Tenant acknowledges and agrees that additional specialized commercial aeronautical services not specifically selected above or as otherwise enumerated in the Minimum Standards (defined below), are not authorized under this Agreement and may not be undertaken or performed by Tenant at the Airport without GAT's prior written approval. Additional unauthorized uses include, but are not limited to, any use that would damage, interfere with, or alter any improvement at the Airport, restricting access on any road, common area or other area at the Airport, restricting access on any taxiway, apron, runway, or other area at the Airport, any use that would constitute a public or private nuisance or a disturbance or annoyance to other users and occupants of the Airport, any use unrelated to or in violation of this Agreement, and any use that would be prohibited by or would impair coverage under either party's respective policies of insurance.

5. **Airport Facilities.**

5.1 Tenant shall have the non-exclusive right and privilege to use in conjunction with other users the facilities at the Airport in the performance of the above-mentioned services, including but not limited to, all runways, taxiways, access roads, aprons, and public air navigation facilities at the Airport, and such radio aids, beacons, signals, airport lighting, runway lights, or other equipment for flying, landing and taking off of aircraft on the Airport property (collectively, the "Airport Facilities"). The non-exclusive right to use in conjunction with other users the facilities at the Airport may be changed, altered, modified, or restricted from time to time at discretion of GAT and GAT specifically reserves the right to temporarily close the airport or any of the facilities thereon for maintenance, improvement or for the safety of the public.

5.2 GAT currently operates a conference room in the Terminal building. If Tenant is authorized by this Agreement to engage in flight training conducted pursuant to Part 61 of the Federal Aviation Regulations, 14 C.F.R. § 61.1, *et seq.*, as the same may be amended from time to time, or operation of a pilot school certificated under Part 141 of the Federal Aviation Regulations,

14 C.F.R. § 141.1, *et seq.*, as the same may be amended from time to time, then, so long as GAT continues to operate the conference room as such in the Terminal building and Tenant is not in default, Tenant at no additional charge may reserve the use of the conference room in one hour increments during normal business hours for up to four hours in each calendar week during the Term to perform the above-mentioned flight training services, subject to availability, as determined by GAT in its sole and absolute discretion. Hours not reserved and used in a calendar week shall lapse and shall not carry forward to any subsequent calendar week. Tenant shall abide by such rules for use and such reservation procedures as GAT may from time to time adopt with respect to use of the conference room. Tenant acknowledges, understands and agrees that (a) GAT makes no representation or warranty to Tenant that Landlord will continue to provide the conference room throughout the Term of this Lease or that the conference room will be available for use by Tenant at any particular time or from time to time, and (b) no expansion, contraction, elimination, unavailability or modification of the conference room, and no termination of or interference with Tenant's rights to use conference room, shall entitle Tenant to an abatement or reduction in rent or fees or constitute a constructive eviction or an event of default by GAT under this Agreement; and (c) Tenant shall indemnify GAT and the Town of Goldsby as set forth in this Agreement.

5.3 Tenant acknowledges and agrees that Tenant has no exclusive right to conduct its operations at the Airport or to use the Airport Facilities, and GAT may, in its sole and absolute discretion, arrange for or allow others to conduct similar operations at the Airport and to use the Airport Facilities.

5.4 NOTWITHSTANDING ANYTHING HEREIN CONTAINED THAT MAY BE OR APPEAR TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE NONEXCLUSIVE AND THAT GAT RESERVES THE RIGHT TO GRANT SIMILAR PRIVILEGES TO ANOTHER OPERATOR OR OTHER OPERATORS ON OR AT OTHER PARTS OF THE AIRPORT.

6. Rent, Fees, and Charges.

6.1 For the non-exclusive privilege of using the Airport Facilities to conduct the activities described herein during the Term of this Agreement, Tenant hereby agrees to pay to GAT, and GAT agrees to accept from Tenant, the following rent, fees and charges:

[Select applicable rents, fees, and charges by marking the check box for one or more rents, fees or charges as applicable]

Premises rentals in the monthly amount of ONE THOUSAND FIVE HUNDRED (\$1500.00) during the Initial Term, which shall be due and payable on or before the first (10th) day of every month. At each anniversary of the commencement date during the Term and any valid Extension Term, the monthly Premises rental may be adjusted by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-1982 = 100 reference base (the "CPI"), as published by the Bureau of Labor Statistics of the United States Department of Labor, from the month of commencement of the Initial Term to the month for which the most recent CPI figures are then available; provided, however, that in no event shall the monthly Premises rental be less than the monthly Premises

rental during the immediately preceding year of the Term.

An LFBO or SASO fee in the monthly amount of Click or tap here to enter text. Dollars (\$Click or tap here to enter text..00) during the Initial Term, which shall be due and payable on or before the first (1st) day of every month. At each anniversary of the commencement date during the Term and any valid Extension Term, the LFBO or SASO fee shall be adjusted by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-1982 = 100 reference base (the "CPI"), as published by the Bureau of Labor Statistics of the United States Department of Labor, from the month of commencement of the Initial Term to the month for which the most recent CPI figures are then available; provided, however, that in no event shall the monthly LFBO or SASO fee be less than the monthly LFBO or SASO fee during the immediately preceding year of the Term.

If Tenant is authorized to sell fuels for aviation uses at the Airport or to lease or sub-lease hangar space to operators conducting commercial aeronautical activities at the Airport; a semi-annual gross revenue LFBO/SASO fee (the "Gross Revenue LFBO/SASO Fee") in the amount of Click or tap here to enter text. percent (Click or tap here to enter text.%) of Tenant's Gross Revenue in excess of Click or tap here to enter text. Thousand and 00/100 Dollars (\$Click or tap here to enter text.,000.00) for any six (6) month period, which shall be due and payable to GAT at the time the financial statements for such six (6) month period are reported to GAT. "Gross Revenue" shall include all gross income from any of the services provided by Tenant at the Airport, as set forth in this Agreement. If this box is checked, then Semi-annually during the Term of this Agreement, Tenant shall provide GAT with a statement of its Gross Revenue derived from all of its LFBO/SASO activities conducted at the Airport pursuant to this Agreement for the previous six (6) months. Such statements are due no later than February 15th of any given year for July 1st through December 31st of the previous year, and no later than August 15th of any given year for January 1st through June 30th of that year.

In addition to the Monthly LFBO or SASO Fee, Tenant will pay GAT as Additional Rent the costs for the electric utility services directly attributable or reasonably allocable to the Premises in the event the electric utility service provider includes such costs in the utility service providers invoices to GAT.

Fuel Flowage Fee. Currently, GAT exercises its proprietary exclusive right as sole fuel provider at the Airport and chooses not to allow third party fuel vendors. No aviation fuels shall be brought on the Airport for use or for sale without the express written permission of GAT. This permission is to be granted in a written document providing for safety in storage and handling and the payment of a flowage fee (a per-gallon fee for fuel brought onto the Airport). If Tenant is so authorized to sell fuels for aviation uses at the Airport, Tenant shall pay monthly for all fuels sold by Tenant or used by Tenant for self-fueling as a fuel flowage fee a per-gallon fee for fuel brought onto the Airport in the amount per gallon set by GAT from time to time for all fuels sold by Tenant or used by Tenant for self-fueling.

6.2 The premises rents, fees and charges are collectively referred to herein as the "Fees." Tenant shall make payment of the Fees when due to GAT without notice at the following mailing address (or such other address as GAT may designate in writing):

Goldsby Airport Trust
100 East Center Road
Goldsby, Oklahoma 73093

7. If Tenant fails to pay when due any Fees required to be paid by Tenant hereunder, a late payment fee in the amount of ten percent (10%) of all amounts then due to GAT shall be added to the amounts due GAT. All Fees due under this Agreement, including any late payment charge, shall be paid without abatement, deduction, offset, prior notice or demand. GAT's acceptance of any past due amount shall not constitute a waiver of any default under this Agreement.

8. Compliance with Minimum Standards and Rules and Regulations.

8.1 The (i) Minimum Standards for Commercial Aeronautical Activities at the David J. Perry Airport as amended or restated from time to time (the "Minimum Standards") and (ii) the Rules and Regulations for the David J. Perry Airport as amended or restated from time to time (the "Rules and Regulations") are specifically incorporated herein by reference. Tenant understands and acknowledges that these documents impose additional requirements not set forth in this Agreement with which Tenant must comply, and Tenant hereby agrees to comply with all such requirements contained in the Minimum Standards and Rules and Regulations which may be modified or waived at the sole discretion of GAT from time to time. Tenant acknowledges and agrees that GAT may from time to time, by instrument in writing in each instance, waive strict compliance with any Minimum Standard, Rule, or Regulations when strict compliance is manifestly unreasonable or irrational.

8.2 Chemicals; Hazardous Materials.

(a) Tenant shall: properly store, collect and dispose of all chemicals and chemical residues; properly store, confine, collect and dispose of all paint, including paint spray in the atmosphere, and paint productions; and comply with all local, state and federal Laws and Regulations governing the storage, handling or disposal of chemicals and paints. Tenant shall not utilize, store, dispose, or transport any material, fluids, solids or gaseous substances on the Premises which are considered by the Environmental Protection Agency to be a hazard to the health of the general public and undertaken any activity on the Premises that would produce noxious odors.

(b) Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws. In this lease, Hazardous Materials means and includes any substance or material that is regulated by any Environmental Law, and Environmental Laws means and includes all Laws and Regulations pertaining to the environment any and all plans and programs developed in compliance with the requirements of such Environmental Laws. Tenant is responsible for any such violation.

(c) Tenant agrees that in the event of a release or threat of release of any Hazardous Material by Tenant or Tenant's Associates at the Airport, Tenant shall provide GAT with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations. If GAT has reasonable cause

to believe that any such release or threat of release has occurred, GAT may request, in writing, that Tenant conduct reasonable testing and analysis (using qualified independent experts acceptable to GAT) to show that Tenant is complying with applicable Environmental Laws. GAT may conduct such testing and analysis at Tenant's expense if Tenant fails to respond in a reasonable manner. Tenant shall cease any or all of Tenant's activities as GAT determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Tenant or Tenant's Associates violate any Environmental Laws at the Airport (whether due to the release of a Hazardous Material or otherwise), Tenant, at Tenant's expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable Environmental Laws; (ii) submit to GAT a written remediation plan, and GAT reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with GAT and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide to GAT copies of all documents pertaining to any environmental concern that are not subject to Tenant's attorney-client privilege.

(d) To the extent that Tenant is a co-permittee with GAT in connection with any permit relating to the environment at the Airport, or to the extent that any of Tenant's operations in connection with this Agreement or otherwise may impact GAT's compliance with any such permit, Tenant shall work cooperatively with GAT and other Tenants and take all actions necessary to ensure permit compliance, and minimize the cost of such compliance, for the benefit of Airport operations.

(e) Upon any expiration or termination of this Agreement (and this obligation shall survive any such expiration or termination), and upon any change in possession of the Premises authorized by GAT, Tenant shall demonstrate to GAT's reasonable satisfaction that Tenant has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the Premises. The obligations of this Section 8.2 shall survive any termination of this Agreement.

9. Insurance.

9.1 Tenant shall procure and maintain at all times while this Agreement is in effect at Tenant's sole expense policies of insurance and limits as may from time to time be required by GAT or the Rules and Regulations, including the terms provided in Exhibit 9.1 attached hereto covering the operations of Tenant at the Airport pursuant to this Agreement, including without limitation:

(a) Aircraft Liability. If Tenant is authorized to engage in aircraft flight operations, aircraft liability insurance that includes premises liability, products, and completed operations coverage and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) per occurrence, including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in Section 15. If

any such coverage is not available to Tenant in the form of an aircraft liability policy, Tenant shall obtain substantially similar coverage through a commercial general liability policy.

(b) Commercial General Liability. If Tenant is not authorized to engage in aircraft flight operations or coverage is not available to Tenant in the form of an aircraft liability policy, commercial general liability coverage that includes premises liability, mobile equipment, products, and, if applicable, completed operations coverage with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) for aggregate claims including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in Section 15.

(c) Property. All risk property insurance coverage sufficient keep all aircraft and property in Tenants care, custody or control or owned or leased by Tenant located in the Premises or at the Airport and all fixed improvements on or in the Premises insured against loss or damage by fire, theft or other casualty, with extended coverage, to include direct loss by windstorm, hail, explosion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the items insured in an amount equal to the replacement cost (without deduction for depreciation) of the Tenant Improvements and of all personal property situated on the Premises (to the extent not insured under another policy). Tenant is solely responsible for Tenant's personal property, and Tenant may purchase insurance for Tenant's personal property as Tenant may determine.

(d) Automobile. If Tenant uses motor vehicles, whether owned or hired, business automobile liability insurance coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than one million dollars (\$1,000,000) single combined limit "per accident" for bodily injury and property damage.

(e) Hangar Keepers Liability. If Tenant, in the course of its operations, has care, custody, or control of, or handles aircraft other than aircraft owned by Tenant, Hangar Keeper's liability insurance in an amount approved by GAT but not less than \$2,000,000 general aggregate limit of liability.

(f) Workers Compensation. Workers compensation coverage in the amounts and form and as required by the state of Oklahoma.

(g) Business Interruption. Tenant is solely responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.

(h) Performance Security. GAT reserves the right to require a performance security in a form and amount acceptable to GAT upon any material default by Tenant under this Agreement. Each party agrees to notify the other party in writing as soon as

practicable of any claim, demand or action arising out of an occurrence covered hereunder of which the party has knowledge, and to cooperate with the other party in the investigation thereof.

9.2 GAT shall be named as an additional insured on all policies obtained by Tenant in compliance with the requirements of this Agreement and the Rules and Regulations, and Tenant shall provide evidence of the same to GAT. All policies of insurance shall provide that the insurance company shall provide at least thirty (30) days' prior written notice to GAT of cancellation or a reduction in coverage or limits. Furthermore, Tenant shall supply evidence satisfactory to GAT that these requirements have been met for each renewal of any insurance policy, and each new policy obtained during the Term of this Agreement. The cancellation or other termination of any insurance policy required hereunder shall be a default under this Agreement (subject to cure as set forth in Section 14.1(b) of this Agreement), unless another policy has been filed with GAT and shall be in effect at the time of such cancellation or termination.

9.3 Insurance requirements set forth herein and/or in the Rules and Regulations are minimum requirements, and Tenant is responsible to obtain adequate insurance coverage as Tenant may determine. Except as otherwise expressly set forth in this Agreement, Tenant assumes all risk under this Agreement (including but not limited to, business interruption claims), whether or not such risks are insured.

10. **Right to Inspect.** Tenant grants to GAT the right to enter upon the areas of the Airport in which Tenant is conducting its operations pursuant to this Agreement for the purpose of making any inspection GAT, in its sole discretion, may deem expedient or necessary for the proper enforcement of any of the covenants or conditions of this Agreement. GAT will provide Tenant with at least twenty-four (24) hours' notice prior to any such inspection, unless GAT determines, in its sole discretion, that such notice period is unreasonable given the facts and circumstances of the specific situation.

11. **Enjoyment of Rights.** Subject to the complete performance by Tenant of the payment of the Fees and other obligations contained in this Agreement, Tenant shall have and enjoy all the rights and privileges granted herein.

12. **Signs; Use of Name.** No signs or advertising matter of any kind may be constructed, erected, or displayed by Tenant at the Airport without the prior written consent of GAT, which consent may be withheld in GAT's sole discretion. Tenant shall not use GAT's name or any logo, trademark, service mark, or symbol of GAT in any advertising, promotional or sales materials, or on any websites or other internet materials, without GAT's prior written consent, which consent may be withheld in GAT's sole discretion.

13. **No Alterations or Improvements.** Tenant shall not make or cause to be made any alteration or improvement to the Airport or the Airport Facilities without GAT's prior written consent, which consent may be withheld in GAT's sole discretion.

14. **Default.**

14.1 **Default by Tenant.** The occurrence of any of the following events shall constitute a default by Tenant under this Agreement:

(a) Tenant fails to timely pay to GAT any Fees under this Agreement on the date due;

(b) Tenant fails to comply with any of its obligations or requirements under this Agreement (including but not limited to, failure to comply with the reporting requirements or failure to comply with the Minimum Standards or Rules and Regulations), and Tenant fails to cure same within ten (10) days after receipt of written notice from GAT of such violation (except in the case of any insurance coverage required to be maintained by Tenant, in which case, the cure period shall be five (5) days);

(c) Tenant files a petition in bankruptcy, becomes insolvent, or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver of trustee which is not dismissed within forty-five (45) days; or

(d) Tenant petitions for or enters into an agreement for the benefit of creditors or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days.

14.2 **Remedies.** Upon the occurrence of any default by Tenant under this Agreement, GAT may (at any time) pursue any or all remedies available to GAT, including but not limited to (i) terminating this Agreement by providing written notification of termination to Tenant, (ii) GAT may perform such obligation or cure such default on behalf of Tenant, in which event Tenant shall promptly reimburse GAT for all costs incurred by GAT in performing such obligation or curing such default on behalf of Tenant, and/or (iii) GAT may attach a lien to any personal property owned by Tenant and located at the Airport, including without limitation, any and all aircraft owned or controlled by Tenant. Tenant shall pay all costs and damages arising out of a default of this Agreement by Tenant, including but not limited to, attorneys' fees and costs. Notwithstanding any termination or the exercise of any remedies by GAT, Tenant shall remain liable to pay the Fees required under this Agreement for the remainder of the Term, and Tenant shall pay GAT on demand for any deficiency in the same.

14.3 **Default by GAT.** GAT shall not be in default under this Agreement unless GAT fails to perform an obligation required by GAT under this Agreement and GAT fails to cure same within thirty (30) days after receipt of written notice from Tenant of such obligation. If the nature of GAT's obligation hereunder is such that more than thirty (30) days are reasonably required for performance or cure, GAT shall not be in default if GAT commences performance or cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In the event GAT fails to cure such obligation within the aforesaid period, Tenant shall have the right to terminate this Agreement upon written notice to GAT.

15. **Indemnification and Waiver.**

15.1 Tenant agrees to indemnify, defend, and hold harmless GAT and the Town of

Goldsby and their respective officers, agents, representatives, members and employees from and against any and all losses of every kind and character including but not limited to liabilities, claims, damages, environmental claims, mitigation costs, investigation costs, losses, suits, actions, judgments, fines, demands, and expenses of any character, attorneys' fees and costs of litigation, brought because of or attributable to harm of any kind to persons or property, injury or death to persons or damage to property received or sustained by a third party (including, without limitation, tenant's principals, employees, invitees, customers, or agents) that arise out of or relate to, or are in consequence of: (i) this Agreement; (ii) the use, occupancy or operations at the Airport by Tenant, its successors, subcontractors, employees, invitees, customers, guests, or agents; (iii) any wrongful, reckless or negligent acts or omissions of Tenant, its successors, subcontractors, employees, invitees, customers, guests, or agents; or (iv) any other law, ordinance, order or decree. The foregoing indemnity provisions shall in no way be deemed released, waived, or modified in any respect by reason of any insurance or surety provided by Tenant under this Agreement. The indemnity obligation contained herein shall survive the expiration or earlier termination of this Agreement with respect to matters arising before such expiration or earlier termination. These duties shall apply whether or not the allegations made are found to be true.

15.2 In addition to Tenant's indemnity obligation set forth in Section 15.1 above, Tenant shall, at Tenant's sole cost and expense, repair or replace (to GAT's sole satisfaction) any damaged property owned by GAT or the Town of Goldsby or other authorized entities operating at the Airport to the extent such damage is caused by or arises from or relates to an act or omission of Tenant, or its successors, subcontractors, employees or agents. Tenant shall promptly notify GAT of any such damage.

15.3 Tenant assumes all risk of the use of the Airport and the facilities therein (including without limitation, the Airport facilities), and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims and causes of action, of every kind and character, that may exist now or in the future (including but not limited to, claims for business interruption and for damage to any aircraft) against GAT or the Town of Goldsby and/or their respective officers, agents, representatives, members and employees arising from or related to the use, occupancy or operations by Tenant at the Airport.

16. **Assignment.** Tenant shall not at any time sell, assign or transfer in any manner whatsoever this Agreement or any of its rights or privileges hereunder, and shall not delegate to another entity any performance under this Agreement, without the prior written consent of GAT, which consent may be withheld in GAT's sole discretion. The sale or transfer of (i) the controlling stock of a closed corporation, (ii) the controlling interest in a partnership or limited liability company, or (iii) a controlling interest in any affiliate, whether in a single transaction or as a result of more than one transaction, shall be considered an assignment for purposes of this Section 14. Any purported assignment or delegation of performance in violation of this Section 14 is void and of no effect.

17. **Aircraft Services by Owner or Operator.** Tenant understands and acknowledges that no right or privilege has been granted to Tenant under this Agreement which would operate to prevent any other person, firm, or entity operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including but not limited to, maintenance and repair) that such other person, firm, or entity may choose to perform.

18. **Airport Development.** GAT reserves the right to further develop or make improvements to the landing area of the Airport, the Airport Facilities, or any other area of the Airport, as GAT deems fit or proper in its sole discretion, without interference or hindrance by Tenant.

19. **Compliance with Federal, State and Local Laws, Minimum Standards, and Rules and Regulations.** In addition to complying with the Minimum Standards and the Rules and Regulations published by GAT, as the same may be amended from time to time, Tenant agrees to conduct all flight and ground activities on the Airport in accordance with proper rules and regulations of all authorities having jurisdiction over such operations, including but not limited to, the Federal Aviation Administration and the Oklahoma Department of Aerospace and Aeronautics. Tenant further agrees to obtain and pay for all licenses, permits, approvals, fees, or other similar authorizations or charges required under federal, state or local laws or regulations as are necessary to exercise the privileges extended to Tenant under the terms of this Agreement, and to abide by all federal, state, and local laws and regulations of any agency with jurisdiction over operations or activities at the Airport. Tenant agrees that no activities will be performed which are unrelated to or not normally associated with aircraft operations or aeronautical activity.

20. **Subordination of Agreement.** This Agreement shall be subordinate to the provisions of any existing or future agreement between GAT and the United States or the Town of Goldsby, Oklahoma, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, this Agreement may be amended to include provisions required by those agreements with the United States or the Town of Goldsby, Oklahoma.

21. **Nondiscrimination.** The parties recognize and agree that nothing in this Agreement is intended to grant an exclusive right to provide aeronautical services to the public, as prohibited by 49 U.S.C. § 40103(e) (formerly Section 308 of the Federal Aviation Act of 1958, as amended), as the same may be amended from time to time. Furthermore, Tenant agrees to furnish services on a fair, equal, and not unjustly discriminatory basis, and to charge fair, reasonable, and not unjustly discriminatory prices for its parts or services, provided that Tenant may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. Tenant further agrees not to refuse services to, or to discriminate against any person, for any reason whatsoever, on the grounds of race, creed, religion, color, national origin, sex or any other basis prohibited by federal or state law. Tenant agrees that it shall conduct its operations in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as those regulations may be amended from time to time. In the event of a breach of any of the preceding nondiscrimination covenants, the Goldsby Airport Trust shall have the right to terminate this Agreement and Tenant's leasehold estate, easement, right, privilege and/or license, and to reenter and repossess the premises and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

22. **Notices.** Any notice, demand, written consent or other communication from one party to the other required or permitted hereunder shall be in writing and (i) hand delivered, or (ii) mailed by registered or certified mail, postage prepaid, return receipt requested, to the address indicated below. Either party may change its address for notices by giving written notice of such change to

the other party as provided for herein.

If to GAT: Goldsby Airport Trust
 Attn: Chair of the Board of Trustees
 100 East Center Road
 Goldsby, Oklahoma 73069

With a copy to: William R. Dill
 Attorney at Law
 401 W. Main St., Suite 444
 Norman, OK 73069

If to Tenant: ADVENTURE AIR, LLC
 Attn: Austin Wallace
 391 DJP Memorial Blvd
 Goldsby, Oklahoma 73093

23. **No Representations and Warranties.** Tenant hereby accepts the Airport and the Airport Facilities in their present condition and "AS IS, WHERE IS," without representation or warranty of any kind, and subject to all applicable laws. GAT shall have no obligation to alter, renovate, or otherwise change the Airport or the Airport Facilities. Furthermore, Tenant hereby acknowledges and agrees that GAT does not make, and has not made, any representation, warranty, assurance or guaranty that this Agreement, and the operations conducted by Tenant hereunder, will generate any minimum, maximum, or optimum volume of activity or service by Tenant at the Airport, or that any minimum, maximum or optimum volume of business or revenue will occur.

24. **Dispute Resolution.**

24.1 Tenant agrees to submit all claims related to this Agreement in writing to the Airport Manager within ten (10) days of the discovery of the occurrence allegedly giving rise to such claim. Any claim or dispute not timely submitted to the Airport Manager is deemed to be waived.

24.2 The Airport Manager shall respond to such written claim within twenty-one (21) days of the receipt of the claim by either: (i) making a written determination with respect to the claim; or (ii) making a written request for additional information. If requested, Tenant shall provide all requested additional information within seven (7) days of the date of the Airport Manager's request, or the claim is waived. Thereafter, the Airport Manager shall make a written determination with respect to the claim within fifteen (15) days after receipt of the additional information. In either case, the Airport Manager's written determination shall be final and conclusive unless within thirty (30) days from the date of the Airport Manager's written determination, Tenant requests, in writing, an appeal to GAT's Board of Trustees (the "Board"), stating specifically all grounds of appeal.

24.3 The Board shall use its best efforts to hear any such appeal within ninety (90) days after the Board's receipt of the written appeal. At such hearing, Tenant shall be afforded such opportunity to be heard and to offer relevant evidence in support of its appeal, as may be determined by the Board in its sole discretion. The decision of the Board shall be final and conclusive unless appealed by Tenant within thirty (30) days to the District Court in and for

McClain County and found by the Court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The District Court in and for McClain County, Oklahoma has exclusive jurisdiction and venue with respect to all disputes arising from or under this Agreement, regardless of the nature or basis. Tenant hereby consents to the jurisdiction of the aforesaid court and waives personal service of any and all process upon Tenant, and consents that all such service or process shall be made by certified mail, return receipt requested, directed to Tenant at the address herein stated, and service so made shall be complete three (3) days after the same shall have been mailed as aforesaid.

24.4 Tenant shall diligently continue performance of this Agreement, including as may be directed by the Airport Manager or the Board, regardless of whether such dispute is pending or on appeal, and regardless of the outcome of such dispute or appeal.

25. Tenant shall keep the Premises, as described hereinabove, clean and in good condition and shall dispose of all debris and other waste matter which may accumulate on the leased Premises at Tenant's expense, and shall provide containers with proper covers for waste;

26. Tenant shall pay all taxes and assessments against the buildings and personal property, if any, placed on the Premises by the Tenant during the term of this Agreement.

27. Tenant agrees to operate the Premises leased for the use and benefit of the public. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of the laws or rules of the State of Oklahoma, or of the United States, governing airports.

28. During time of war or national emergency, GAT shall have the right to lease or turn over the landing area, or any part thereof, to the United States Government for military or naval use, and, if any such lease or agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease or agreement to turn over to the Government, shall be suspended.

29. This Agreement shall be subordinate to the provisions of the grant deeds pertaining to the Airport and of any existing or future agreement between GAT, the Town of Goldsby, the state of Oklahoma and/or the United States, relative to the operation or maintenance of the Airport, the execution of which has been, or may be required, as a condition precedent to the expenditure of federal funds for the development of the Airport.

30. Tenant is responsible to comply (at Tenant's sole cost) with all security measures that GAT, the United States Transportation Security Administration, or any other governmental entity having jurisdiction may require in connection with the Airport, including, but not limited to, any access credential requirements, any decision to remove Tenant's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Tenant or Tenant's Associates. Tenant agrees that Airport access credentials are the property of GAT and may be suspended or revoked by GAT in its sole discretion at any time. Tenant shall pay all fees associated with such credentials, and Tenant shall immediately report to the Airport Manager any lost credentials or credentials that Tenant removes from any employee or any of Tenant's Associates. Tenant shall protect and preserve security at the Airport.

31. The parking of motor vehicles on Airport property by Tenant, Tenant's guests or invitees, shall be subject to any regulations, restrictions or directions now or hereafter imposed by GAT.

32. Miscellaneous.

32.1 Any person holding the title of Airport Manager shall be considered the primary authority acting on behalf of GAT, to oversee, monitor and ensure compliance of this Agreement by the parties.

32.2 Tenant agrees to comply with all directives mandated by GAT and/or Airport Manager as they relate to compliance with Airport requirements, including without limitation, the Minimum Standards and the Rules and Regulations.

32.3 At all times, Tenant shall maintain accurate books, accounts, records and receipts, in a manner acceptable to a Certified Public Accountant, showing the true status of all business conducted at the Airport. Upon request, Tenant shall provide to the Airport Manager such business, bookkeeping, and financial records of the activities conducted by Tenant under this Agreement for the purposes of confirming compliance with this Agreement. In the event of such request, GAT acknowledges the proprietary and confidential nature of these records, agrees to hold them confidential, and agrees to return them to Tenant as soon as such examination is complete.

32.4 This Agreement shall be deemed to have been delivered, accepted and construed in accordance with and governed by the laws of the State of Oklahoma, without regard to its conflicts of law principles.

32.5 In the event a party commences a legal action, suit, or other proceeding against the other party for the enforcement of any right or obligation contained in this Agreement, the prevailing party after a final adjudication shall be entitled to recover from the non-prevailing party all expenses incurred in connection with the legal action, suit, or other proceeding, including without limitation, court costs, filing fees, and fees and expenses of attorneys, expert witnesses, consultants, court reporters, process servers and other professionals and vendors reasonably engaged in the preparation and prosecution of such legal action, suit or other proceedings. The remedies provided in this Section 32.5 shall be in addition to any other remedies available to the parties under this Agreement.

32.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. Signatures transmitted by facsimile or by secure email format (such as .pdf) shall be deemed original signatures.

32.7 The failure of a party to insist upon strict performance of any of the terms, conditions, covenants or provisions of this Agreement shall not be deemed a waiver of any rights or remedies which such party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach of default of any such terms, conditions, covenants or provisions.

32.8 This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings.

32.9 Tenant represents and warrants that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligations of Tenant.

32.10 This Agreement shall be interpreted to preserve GAT's rights and powers to comply with all federal, state and local laws, regulations and obligations of GAT.

32.11 GAT reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Tenant from conducting operations or from erecting, or permitting to be erected, any building or other structure on the leased or adjacent property which, in the opinion of GAT would limit the usefulness of the Airport, impair other operations, or constitute hazards to air navigation.

32.12 This Agreement may not be amended or modified except in a writing signed by both parties hereto. No provision of this Agreement may be waived, except in a writing signed by the party against whom such waiver is sought to be enforced.

32.13 Any time period in this Agreement that is measured in "days" shall be measured in consecutive calendar days, unless the express language of this Agreement specifically provides otherwise.

32.14 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the day and year first above written.

ATTEST:

Secretary

GAT:

GOLDSBY AIRPORT TRUST

BY: _____
Chairman

TENANT:

By: _____

EXHIBIT 9.1
INSURANCE REQUIREMENTS

1. General Requirements. At all times when this Agreement is in effect Tenant shall maintain in force all required insurance coverage and shall have on file with GAT Certificates of Insurance evidencing the same. Such certificates shall provide that coverage will not be canceled, suspended, voided, or reduced without at least thirty (30) days prior written notice to GAT. Ratings for the financial strength of the companies providing Tenant's insurance policies shall be disclosed in such certificates and shall be "A-VII" or stronger as published in the latest Best's Key Rating Guide (or a comparable rating from a comparable rating service). If a lower rating is proposed, GAT may examine the financial strength of the insurance company proposed to provide coverage and may consent to a lower rating in GAT's sole and absolute discretion, and GAT may also require additional assurances from Tenant. All certificates shall be signed by a person authorized by the insurer and licensed by the State of Oklahoma. All policies (except any policies required for workers' compensation or errors and omissions) and the certificates evidencing coverage shall name GAT and the Town of Goldsby as their interest may appear and their respective officers, employees, and volunteers as additional insureds (or in the case of property coverage, GAT and the Town of Goldsby as their interest may appear shall be named as a loss payee). Policies shall contain no special limitations on the scope of protection afforded to GAT and the Town of Goldsby, and their respective officials, employees, or volunteers. Tenant's policies shall be primary. Such policies shall extend insurance to cover Tenant's contractual obligations under this Agreement. Any insurance or self-insurance maintained by GAT, its officials, employees, or volunteers shall be in excess of Tenant's insurance and shall not contribute with it. Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (or ten (10) days in the case of termination for lack of payment) has been given to GAT by certified mail, return receipt requested. Tenant shall provide for a renewal of all insurance coverage on a timely basis to prevent any lapse in coverage. GAT retains the right to approve any deductibles, and Tenant shall notify GAT of any material erosion of the aggregate limits of any policy.

2. Minimum Requirements. GAT's insurance requirements are minimum requirements, and Tenant is responsible to obtain adequate insurance coverage as Tenant may determine. Except as otherwise expressly set forth in this Agreement, Tenant assumes all risk under this Agreement (including, but not limited to, claims for business interruption) whether or not insured.

3. Waiver of Subrogation. Notwithstanding any other provision contained in this Agreement, each of the parties hereby waives any rights of subrogation it may have against the other party for loss or damage from any risk that is covered by insurance (including, but not limited to, claims for business interruption). Each of the parties shall obtain a clause or endorsement providing for such waiver of subrogation in any policies of insurance required under this Agreement.

4. Terms Subject to Change. GAT, in its sole and absolute discretion, reserves the right to review and adjust at any time Tenant's required insurance limits, types of coverage, and any other terms applicable to insurance to insure against any risk associated with this Agreement or Tenant's use, occupancy, or operations at the Airport. Among other things, GAT may review any or all insurance coverage on a periodic basis and in connection with any specific activity or event

associated with the Airport or proposed by Tenant.

5. Stopping Operations. Among GAT's remedies, if at any time Tenant's insurance coverage is not in effect as required herein, GAT may (but is not required to) stop all or any portion of Tenant's operations without liability to GAT until Tenant fully restores such coverage.

6. GAT Use of Loss Payee Proceeds. GAT shall be named as a loss payee of the property insurance coverage policy required in this Agreement, to facilitate the provisions of Subsection 9.1. of this Agreement. In the event of an insured loss, GAT may in its sole and absolute discretion, use or direct Tenant to use the resulting insurance proceeds to remove, repair or rebuild any structures or other improvements on the Premises and pay all GAT expenses and costs related thereto, including all fees and costs of GAT related to the insured property (including attorney fees, collection costs and other fees) and all outstanding obligations of Tenant to GAT under this Agreement. GAT may use insurance proceeds to enhance and modernize the repaired or rebuilt leasehold improvements and bring them into compliance with then-current codes and regulations. Any remaining unused insurance proceeds, if any, in GAT's possession after all costs and fees described above have been paid may be refunded to Tenant.

GUARANTY

As an inducement to GAT to enter into the foregoing Limited Fixed Base Operator Services Agreement And Lease with ADVENTUNTURE AIR,LLC,AUSTIN WALLACE (Guarantor) does hereby absolutely and unconditionally guarantee the prompt and complete payment when due of the fees, rentals and all other obligations, indebtedness and liabilities of Tenant to GAT and all expenses incurred in collecting the same all of which shall conclusively be deemed to have been incurred in reliance upon this Guaranty; and Guarantor does hereby absolutely and unconditionally guarantee the performance of the Tenant's covenants, promises and agreements under the Limited Fixed Base Operator Services Agreement And Lease and all expenses incurred in enforcing or collecting the same all of which shall conclusively be deemed to have been incurred in reliance upon this Guaranty. Guarantor waives (i) notice of acceptance of this Guaranty and all notice of creation, extension, modification, or accrual of any of the Rentals, obligations, indebtedness, and liabilities,

(ii) notice of any default and notice of any other nature whatsoever, (iii) any requirement that GAT take any action whatsoever against Tenant or any other party or that GAT file any claim in the event of bankruptcy of the Tenant, and (iv) any defense that GAT failed to mitigate its losses or damages, to preserve the leasehold, or to diligently pursue or resort to any other party or property. Guarantor consents that from time to time and without further notice to or consent of Guarantor, GAT may (i) extend, renew, modify, or compromise any of the obligations on Tenant's part to be performed, (ii) exercise or refrain from exercising any right or remedy of GAT against Tenant or any other party, and/or (iii) release or compromise any liability of any party; and no such act shall discharge this Guaranty or discharge or diminish the obligations of Guarantor hereunder. Guarantor agrees that this Guaranty will not be discharged except by the complete payment and performance of all of the obligations of the Tenant under the Limited Fixed Base Operator Services Agreement And Lease and the liabilities of the Guarantor hereunder.

_____, Guarantor

ATTACHMENT-1

N747JD

N921K

N938CT

N929WS

N959CT

N719PJ- Lease airplane from N719PJ LLC

**MASTER AGREEMENT BETWEEN
TOWN OF GOLDSBY
AND
PARKHILL
FOR PROFESSIONAL SERVICES**

THIS IS A MASTER AGREEMENT effective as of February 12, 2026, (Effective Date) between Town of Goldsby (OWNER) and Parkhill (ENGINEER).

MASTER AGREEMENT TERM:

This Master Agreement shall apply to all Task Orders agreed to by Parties within the term of this Master Agreement until completion of the Task Order. If a conflict between terms and conditions of this Master Agreement and Task Order, terms of the Task Order shall take precedence for services provided pursuant to the Task Order. This Master Agreement will renew annually on the day and month of the Date of this Master Agreement, unless either party provides notice of intent not to renew this Master Agreement. Notices must be provided at least 60 days before renewal date. If either party elects not to renew this Master Agreement, terms of this Master Agreement shall remain applicable until all Task Orders under this Master Agreement are completed or terminated.

TASK ORDERS:

Owner is not required to issue any Task Order under this Master Agreement. Engineer may decline to accept any Task Order issued by Owner. Engineer shall perform services set forth in each agreed-upon Task Order as indicated by included exhibits, or such other document as Owner and Engineer may mutually agree upon. Each Task Order shall state name, location, and detailed description of Project, describe Engineer Services, state Engineer compensation, and list attachments and exhibits incorporated by reference.

OWNER'S Project, of which ENGINEER'S services under this Master Agreement are a part, is generally identified as multiyear airport planning and engineering services for airfield lightings and signs, new airfield paving, runway extensions, NAVAID installation, pavement rehabilitation/reconstruction, hangars, terminal building, perimeter fencing and gates, drainage improvements, road improvements, land acquisition, fuel systems and any other improvements deemed necessary by the Owner, for David J Perry Airport (Project).

ENGINEER'S services under this Master Agreement are generally identified as preparation of engineering Plans and Specifications, Grant Administration, environmental documents, preliminary studies, DBE program and goals, capital improvement plans, topographic, property, and obstruction surveys, preliminary geotechnical and construction materials testing, construction observation and preparation of Airport Layout Plan.

OWNER and ENGINEER further agree as follows:

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Services set forth in Exhibits A and B of this Master Agreement is sample language only and represents potential range of services offered within the Master Agreement. Engineer and Owner will enter a Task Order for each specific project requested by Owner in which Exhibits A and B will be included to define exact scope of that Task Order.

B. Services set forth in Exhibit C of this Master Agreement is sample language only and represents potential range of services offered within the Master Agreement. If authorized by OWNER as part of a Task Order, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities, and limitations of authority as set forth in Exhibit C included within the Task Order.

ARTICLE 2 – OWNER RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein.

B. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including, design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any, budgetary limitations.

C. Furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

D. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

E. Following ENGINEER's assessment of initially available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Utility and topographic mapping and surveys.
4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
5. Explorations 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, or hydrographic surveys, with appropriate professional interpretation thereof.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
7. Data or consultations as required for the Project but not otherwise identified in the Master Agreement or the Task Order exhibits thereto.

F. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

G. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property, as required for ENGINEER to perform services under the Master Agreement and associated Task Orders.

H. Provide, as required for Project:

1. Accounting, bond and financial advisory, independent cost estimating, independent fee estimating, and insurance counseling services.
2. Legal services regarding issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.

I. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials; and equipment required by the Construction Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof unless authorized as Additional Services under Exhibit A - Part 2.

J. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

K. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services regarding the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Place and pay for advertisement for Bids in appropriate publications.

O. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and final payment.

P. Authorize ENGINEER to provide Additional Services as set forth in Exhibit A - Part 2 of Task Order as required.

Q. Make decisions and carry out OWNER'S responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of the ENGINEER.

ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. ENGINEER is authorized to begin rendering services as of the Effective Date of each Task Order.

3.02 Time for Completion

A. ENGINEER's services and compensation under this Master Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services will be defined as part of each Task Order, ENGINEER's obligation to render services in each Task Order will be for a period which may reasonably be required for the completion of said services.

B. If in each Task Order specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

C. If OWNER authorizes changes in the scope, extent, or character of the Project or ENGINEER's services, then the time for completion of ENGINEER's services, and the rates and amounts of ENGINEER's compensation, shall be adjusted equitably.

3.03 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Master Agreement or applicable Task Order to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under the Task Order has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Basic Services and Additional Services of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A - Part 1, as set forth in Exhibit B of each Task Order.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A - Part 2, as set forth in Exhibit B of each Task Order.

4.02 Other Provisions Concerning Payments

A. *Preparation and Submittal of Invoices.* ENGINEER will prepare invoices in accordance with ENGINEER standard invoicing practices and will submit to OWNER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit B of each Task Order.

B. *Payment of Invoices.* ENGINEER shall submit an invoice monthly for work completed as of the date of invoice or application. All payments made by OWNER are subject to procedures established for OWNER to

authorize payment at its regularly scheduled meetings. Payment for all invoices submitted may be subject to requirements of Oklahoma Prompt Payment Statutes Title 61, §§221-227.

C. *Disputed Invoices*: If OWNER disputes an invoice, either as to the amount or entitlement, then OWNER shall promptly advise ENGINEER in writing of the specific basis for doing so, may withhold that portion so disputed, and must pay the undisputed portion.

D. *Records of ENGINEER Costs*. Records of ENGINEER costs pertinent to ENGINEER compensation under this Master Agreement and associated Task Orders shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER charges and upon OWNER's timely request, copies of such records will be made available to OWNER.

E. *Legislative Actions*. In the event of legislative actions after the Effective Date of the Master Agreement by any level of government that impose taxes, fees, or costs on ENGINEER services or other compensation under this MASTER AGREEMENT and subsequent Task Orders then Engineer may invoice for reimbursement by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made based on ENGINEER experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, because ENGINEER 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, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. *Standard of Care*. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Master Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Master Agreement or otherwise, in connection with any services performed or furnished by ENGINEER.

B. *Technical Accuracy*. OWNER shall not be responsible for discovering deficiencies in the technical accuracy of ENGINEER services. ENGINEER shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in OWNER-furnished information.

C. *Consultants*. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Master Agreement and any associated Task Order applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER

Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER Consultant unacceptable to ENGINEER.

D. *Compliance with Laws and Regulations.* ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Master Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Master Agreement may be the basis for modifications to OWNER responsibilities or to ENGINEER scope of services, times of performance, or compensation.

E. *Reliance on Others.* OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Master Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Master Agreement.

F. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in ENGINEER having to certify, guarantee or warrant the existence of conditions whose existence ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with ENGINEER in any way contingent upon ENGINEER signing any such certification.

G. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

H. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

I. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor, or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

J. General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee, C-700 (2013 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

A. ENGINEER and OWNER shall designate specific individuals to act as ENGINEER and OWNER representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Master Agreement and associated Task Orders. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER representatives or a third party, ENGINEER's Basic Services under this Master Agreement and associated Task Orders will be completed upon completion of the Final Design Phase, Bidding, or Negotiating Phase as outlined in Exhibit A - Part 1 of the associated Task Order.

B. It is understood and agreed if ENGINEER's Basic Services under this Master Agreement and associated Task Order do not include Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for the application and interpretation of the construction Contract Documents and waives all claims against ENGINEER that may be in any way connected to Construction Phase administration, engineering or professional services except for those services that are expressly required of ENGINEER in Exhibit A of the Task Order.

6.04 Use of Documents

A. All Documents are instruments of service and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of ENGINEER) whether Project is completed.

B. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER Consultants.

C. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

D. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

E. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

F. If a discrepancy between the electronic files and hard copies, hard copies govern.

G. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

H. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

6.05 Insurance

A. ENGINEER shall procure and maintain the following insurance: Worker's Compensation, General Liability and Professional Liability.

B. At OWNER request, ENGINEER shall deliver certificates of insurance evidencing the coverage. Such certificates shall be furnished prior to commencement of ENGINEER services and at renewals thereafter during the life of this Master Agreement and each Task Order.

C. OWNER shall require Contractor to purchase and maintain Workers' Compensation, General Liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

6.06 Termination

- A. The obligation to provide further services under this Master Agreement may be terminated:
1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with terms hereof through no fault of the terminating party.
 2. For convenience, by OWNER effective upon the receipt of notice by ENGINEER.

B. *Payments Upon Termination.* In the event of any termination, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit B of any Task Order for all services performed or furnished and all expenses incurred through the effective date of termination.

6.07 Controlling Law

A. This Master Agreement and all associated Task Orders are to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Master Agreement and any associated Task Order without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law.

6.09 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, OWNER and ENGINEER agree that any dispute between them arising out of or relating to this Master Agreement and any associated Task Order shall be submitted to nonbinding mediation prior to exercising any other rights under law, unless the parties mutually agree otherwise.

6.10 Hazardous Environmental Condition

A. OWNER represents to ENGINEER that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity, and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have obligation to notify OWNER and, to extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. If ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

6.11 Allocation of Risks

A. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Master Agreement and all associated Task Orders.

B. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Master Agreement and all associated Task Orders.

C. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

6.12 Third-Party Beneficiaries

A. Nothing contained in this Master Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER services under this Master Agreement and future Task Orders are being performed solely for OWNER'S benefit, and no other party or entity shall have any claim against ENGINEER because of this Master Agreement and future Task Orders or the performance or nonperformance of services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

6.13 Miscellaneous Provisions

A. *Notices.* Any notice required under this Master Agreement and associated Task Orders will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations included in this Master Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Master Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree the Master Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Master Agreement.

E. *Headings.* Headings used in this Master Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Where used in this Master Agreement (including Exhibits hereto) and printed with initial or all capital letters, terms listed herein have meanings indicated, applicable to both singular and plural thereof:

1. *Addenda*: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change Bidding Documents.
2. *Additional Services*: Services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A - Part 2 of this Master Agreement.
3. *Master Agreement*: "Standard Form of Master Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.
4. *Application for Payment*: Form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
5. *Asbestos*: Any material that contains more than 1 percent of asbestos and friable or releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
6. *Basic Services*: Services performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A - Part 1, of this Master Agreement.
7. *Bid*: Offer or proposal of bidder submitted on the prescribed form setting forth the prices for Work to be performed.
8. *Bidding Documents*: Advertisement or Invitation to Bid, Instructions to Bidders, Bid Form and attachments, Bid Bond, if any, proposed Contract Documents, and all Addenda, if any.
9. *Change Order*: Document recommended by ENGINEER, signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Master Agreement.
10. *Construction Agreement*: Written instrument, evidence of the Master Agreement, contained in Contract Documents, between OWNER and Contractor concerning Work.
11. *Construction Contract*: Entire and integrated written Master Agreement between OWNER and Contractor concerning Work.
12. *Construction Cost*: Cost to OWNER of those portions of entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER. Construction Cost is one of the items comprising Total Project Costs.
13. *Contract Documents*: Documents establishing rights and obligations of parties engaged in construction and include Construction Agreement between OWNER and Contractor, Addenda (which pertain to Contract Documents), Contractor's Bid (including documentation accompanying Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendment, Change Orders, Work Change Directives, Field Orders, and ENGINEER written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.
14. *Contract Price*: Money payable by OWNER to Contractor for completion of Work in accordance with Contract Documents and as stated in Construction Agreement.
15. *Construction Contract Times*: Numbers of days or dates stated in Construction Agreement to:
 - a. achieve Substantial Completion, and
 - b. complete the Work so it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*: Individual or entity with whom OWNER enters a Construction Agreement.
17. *Correction Period*: Time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.
18. *Defective*: Adjective which, when modifying the word "Work," refers to unsatisfactory, faulty, or deficient Work in that it does not conform to Contract Documents nor meet requirements of any inspection, reference standard, test, or approval referred to in Contract Documents, or has been damaged prior to ENGINEER recommendation of final payment.
19. *Direct Expenses*: Expenses incurred directly by ENGINEER in connection with performing Basic Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit B, to include but not limited to fax, reproduction, travel, phone, meals and lodging, CAD charges, field supplies, models, renderings, photos, and postage.
20. *Documents*: Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Master Agreement.
21. *Drawings*: That part of Contract Documents prepared or approved by ENGINEER which graphically shows scope, extent, and character of Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
22. *Effective Date of Construction Agreement*: Date indicated in Construction Agreement on which it becomes effective, but if no such date is indicated, it means date on which Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.
23. *Effective Date of Master Agreement*: Date indicated in this Master Agreement on which it becomes effective, but if no such date is indicated, it means date on which Master Agreement is signed and delivered by the last of the two parties to sign and deliver.
24. *Engineer's Consultants*: Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. "ENGINEER" includes ENGINEER's Consultants.
25. *Field Order*: Written order issued by ENGINEER which directs minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Times.
26. *General Conditions*: That part of Contract Documents which sets forth terms, conditions, and procedures governing Work to be performed or furnished by Contractor with respect to Project.
27. *Hazardous Environmental Condition*: Presence at Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with Work.
28. *Hazardous Waste*: Hazardous Waste shall be defined provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
29. *Laws and Regulations; Laws or Regulations*: All applicable laws, rules, regulations, ordinances, codes, standards, and orders of all governmental bodies, agencies, authorities, and courts having jurisdiction.
30. *PCBs*: Polychlorinated biphenyls.
31. *Petroleum*: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees F and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Radioactive Materials*: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
33. *Record Drawings*: Drawings as issued for construction on which ENGINEER, upon completion of Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER, and were annotated by Contractor to show changes made during construction.
34. *Reimbursable Expenses*: Expenses incurred directly by ENGINEER in connection with performing Additional Services for Project for which OWNER shall pay ENGINEER as indicated in Exhibit B, to include but not limited to fax, reproduction, travel, phone, meals and lodging, CAD charges, field supplies, models, renderings, photos, and postage.

35. *Resident Project Representative (RPR)*: Authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during Construction Phase. RPR will be ENGINEER agent or employee and under ENGINEER supervision. As used herein, "Resident Project Representative" or "RPR" includes any assistants of RPR agreed to by OWNER. Duties and responsibilities of RPR are as set forth in Exhibit C.
36. *Samples*: Physical examples of materials, equipment, or workmanship representative of some portion of Work and establish standards by which such portion of Work will be judged.
37. *Shop Drawings*: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of Work.
38. *Site*: Lands or areas indicated in Contract Documents as being furnished by OWNER upon which Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER designated for use of Contractor.
39. *Specifications*: That part of Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to Work and certain administrative details applicable thereto.
40. *Substantial Completion*: Time at which Work (or a specified part thereof) has progressed to the point where, in ENGINEER opinion, Work (or a specified part thereof) can be utilized for purposes intended. "Substantially complete" and "substantially completed" as applied to all or part of Work refer to Substantial Completion thereof.
41. *Supplementary Conditions*: That part of Contract Documents which amends or supplements General Conditions.
42. *Work*: Entire completed construction or the various separately identifiable parts thereof required to be provided under Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by Contract Documents.
43. *Work Change Directive*: Written directive to Contractor issued on or after Effective Date of the Construction Agreement and signed by OWNER upon recommendation of ENGINEER, ordering an addition, deletion, or revision in Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change Contract Price or the Contract Times but is evidence parties expect change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on Contract Price or Contract Times.
44. *Written Amendment*: Written amendment of Contract Documents signed by OWNER and Contractor on or after Effective Date of the Construction Agreement and normally dealing with nonengineering or nontechnical rather than strictly construction-related aspects of Contract Documents.

ARTICLE 8-EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, "ENGINEER Services," consisting of 8 pages.
- B. Exhibit B, "Payments to Engineer," consisting of 2 pages.
- C. Exhibit C, "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative," consisting of 3 pages.
- D. Exhibit D, "Notice of Acceptability of Work," consisting of 2 pages.
- E. Sample Task Order, consisting of 1 page.

8.02 Total Master Agreement

A. This Master Agreement (consisting of pages 1 to 31 inclusive, together with Exhibits identified) constitutes entire Master Agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Master Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Master Agreement in duplicate, Effective Date of which is indicated on page 1.

OWNER:
Town of Goldsby

ENGINEER:
Parkhill

By: Mike Herrin

By: Toby Baker, PE

Title: Mayor

Title: Oklahoma Aviation Lead | Partner

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

100 East Center Road

14101 Wireless Way, Ste 350

Goldsby, Oklahoma 73093

Oklahoma City, Oklahoma 73134

IN DUPLICATE

EXHIBIT A ENGINEER'S SERVICES

Article 1 of the Master Agreement is amended and supplemented to include the following sample agreement of the parties. ENGINEER shall provide Basic and authorized Additional Services as set forth in Exhibit A of each Task Order to the Master Agreement.

PART 1 -- BASIC SERVICES

A 1.01 *Study and Report Phase*

A. ENGINEER shall:

1. Consult with OWNER to define and clarify OWNER requirements for Project and available data.
2. Advise OWNER as to necessity of OWNER's providing data or services not part of ENGINEER's Basic Services and assist OWNER in obtaining such data and services.

3. Establish scope and advise OWNER of any special investigations, field surveys, or soil and foundation investigations which, in ENGINEER opinion, may be required for proper execution of the Study and Report Phase; and arrange with OWNER for conduct of such investigations and tests. Performance of these investigations and tests is not a part of ENGINEER Basic Services, and compensation therefor is not included in Basic Fee. Investigations and tests may be performed by ENGINEER by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

4. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve portions of Project designed or specified by ENGINEER, including but not limited to mitigating measures identified in environmental assessment.

5. Identify and evaluate alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment, meet OWNER requirements for Project.

6. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate agreed-to requirements, considerations involved, and ENGINEER-recommended solution(s). This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each recommended solution with each component separately itemized, including opinion of probable Construction Cost, allowances for contingencies and for estimated total costs of design, professional, related services provided by ENGINEER, and other information furnished by OWNER.

7. Furnish five review copies of Report to and review with OWNER.

8. Revise Report in response to OWNER's and other parties' comments, as appropriate, and furnish 10 final copies of revised Report to OWNER.

B. ENGINEER's services under Study and Report Phase will be considered complete on the date when final copies of revised Report have been delivered to OWNER.

A 1.02 *Preliminary Design Phase*

A. After acceptance by OWNER of Report, selection by OWNER of a recommended solution, and indication of any specific modifications or changes in scope, extent, character, or design requirements of Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:

1. Based on noted acceptance, selection, and authorization, prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of Project.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners. Performance of field surveys is not a part of ENGINEER's basic services, and compensation therefore is not included in the Basic Fee. Surveys may be performed by ENGINEER, by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.
3. Establish scope and advise OWNER of any additional soils or foundation investigations which, in ENGINEER opinion, may be required for proper execution of Project; and arrange with OWNER for conduct of such investigations and tests. Performance of these investigations and tests is not part of the ENGINEER's Basic Services, and compensation therefor is not included in Basic Fee. Investigations and tests may be performed by ENGINEER, by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.
4. Advise OWNER if additional reports, data, information, or services are necessary and assist OWNER in obtaining such reports, data, information, or services.
5. Based on information contained in Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost.
6. Furnish five review copies of Preliminary Design Phase documents to and review with OWNER.

B. ENGINEER's services under Preliminary Design Phase will be considered complete on the date when copies of Preliminary Design Phase documents have been delivered to OWNER.

A 1.03 *Final Design Phase*

A. After acceptance by OWNER of Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for Project, and upon written authorization from OWNER, ENGINEER shall:

1. Based on noted acceptance, direction, and authorization, prepare final Drawings and Specifications indicating scope, extent, and character of Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with most recent Industry-standard format of Construction Specifications Institute or in general conformance with standard specifications provided by funding agency.
2. Provide technical criteria, written descriptions, and design data for OWNER use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve final design of Project and assist OWNER in consultations with appropriate authorities.
3. Advise OWNER of any adjustments to opinion of probable Construction Cost.

4. Prepare and furnish five sets of Bidding Documents and a revised opinion of probable Construction Cost for review and approval by OWNER, its legal counsel and other advisors as appropriate, and assist OWNER in preparation of other related documents.

B. Number of prime contracts for Work designed or specified by ENGINEER upon which ENGINEER compensation has been established under this Master Agreement is one.

C. ENGINEER services under Final Design Phase will be considered complete on the date when final Bidding Documents are delivered to OWNER.

A 1.04 *Bidding or Negotiating Phase*

A. After acceptance by OWNER of Bidding Documents and most recent opinion of probable Construction Cost as determined in Final Design Phase, and upon written authorization by OWNER to proceed, ENGINEER shall:

1. Furnish number of copies of Bidding Documents as required by prospective bidders and furnishers of material and equipment. All sets of Bidding Documents are to be paid for separately under Exhibit B as an Additional Service.

2. Assist OWNER in advertising for and obtaining bids or negotiating proposals for Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents are issued, attend prebid conferences, if any, and receive and process Contractor deposits or charges for Bidding Documents.

3. Prepare and issue Addenda as appropriate to clarify, correct, or change Bidding Documents.

4. Consult with OWNER as to qualifications of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of Work as to which such acceptability is required by Bidding Documents.

5. Attend bid opening, prepare bid tabulation sheets, and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for Work.

B. Bidding or Negotiating Phase will be considered complete upon commencement of Construction Phase or upon cessation of negotiations with prospective Contractors.

A 1.05 *Construction Phase*

A. Upon successful completion of Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in Construction Contract General Conditions.

2. *Resident Project Representative (RPR).* Provide RPR services at Site to assist ENGINEER and provide more extensive observation of Contractor's work. RPR duties, responsibilities, and authority are as set forth in Exhibit C. Furnishing such RPR services will not extend ENGINEER responsibilities or authority beyond specific limits set forth elsewhere in this Master Agreement or associated Task Orders. RPR performance is not included in ENGINEER's basic fee and may be performed by ENGINEER, by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory. Performance of these investigations and tests is included in ENGINEER's basic fee and may be performed by ENGINEER, by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

4. *Preconstruction Conference.* Conduct a Preconstruction Conference prior to commencement of Work at the Site.

5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in ENGINEER's judgment are necessary to enable Contractor to proceed. Performance of field surveys is not included in ENGINEER's basic fee and may be performed by ENGINEER, by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while in progress:

- a. Make visits to Site at intervals appropriate to various stages of construction, as ENGINEER deems necessary, to observe as an experienced and qualified design professional the progress and quality of Work. Such visits and observations by ENGINEER, and RPR, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Master Agreement, associated Task Orders and Contract Documents, but rather to be limited to spot checking, selective sampling, and similar methods of general observation of Work based on ENGINEER's exercise of professional judgment as assisted by RPR, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with Contract Documents, and ENGINEER shall keep OWNER informed of Work progress.
- b. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform work in accordance with Contract Documents.

7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while in progress if, based on such observations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice integrity of design concept of completed Project as a functioning whole as indicated in Contract Documents.

8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of Contract Documents as appropriate to orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with intent of and reasonably inferable from Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from Contract Document requirements.

9. *Change orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in Contract Documents and compatibility with the design concept of completed Project as a functioning whole as indicated in Contract Documents. Such reviews and

approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety, precautions, and programs incident thereto.

11. *Substitutes and "or-equal."* Evaluate and determine acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents.

13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or interpretation of Contract Document requirements pertaining to execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment.* Based on ENGINEER observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine amounts ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents).

15. *Contractor's Completion Documents.*

- a. Receive, review, and transmit to OWNER maintenance and operating instructions, schedules, and guarantees.
- b. Receive and transmit to OWNER bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, annotated record drawings, and other data which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, visit the Site to review the Work and determine the status of completion. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. *Final Notice of Acceptability of the Work.* Conduct a final visit to the project to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit D ("Notice of Acceptability of Work") Work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Master Agreement and associated Task Orders.

B. *Duration of Construction Phase.* Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after original date for completion and readiness for final payment of Contractor as set forth in Contract Documents.

C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A 1.06 *Grant Administration Phase*

A. Upon identification of all grant-eligible project costs, and upon written authorization from OWNER, ENGINEER shall:

1. *FAA Grant Administration.* Prepare the following, in support of the grant from the Federal Aviation Administration:

- a. Application for Federal Assistance (Grant Application)
- b. Invoice Summary and Request for Reimbursement (prepared monthly while the grant is active and there are reimbursable invoices for that month)
- c. SF-425 Federal Financial Report
- d. SF-271 Outlay Report and Request for Reimbursement
- e. Distribution of AIP Grant Costs
- f. Grant Close-Out Packet

2. *ODAA Grant Administration.* Prepare the following, in support of the grant from the Oklahoma Department of Aerospace and Aeronautics:

- a. ODAA Grant Application
- b. Monthly ODAA Partial Pay Request Form (reimbursement)
- c. Construction Management Program per ODAA requirements
- d. ODAA Closeout Documentation, as required by the ODAA Grant Agreement

PART 2 -- ADDITIONAL SERVICES

A 2.01 *Additional Services Requiring OWNER's Authorization in Advance*

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of types listed herein. These services will be paid for by OWNER as indicated in Article 4 of Master Agreement.

1. Providing design/construction surveys and staking to enable ENGINEER to perform services and Contractor to perform work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

2. Services of RPR and other field personnel, as required, for on-site observation of construction and for construction layout surveys.

3. Soil and foundation investigations including field and laboratory tests, borings, related engineering analysis, and recommendations.

4. Preparing and furnishing to OWNER Record Drawings showing appropriate record information

based on Project annotated record documents received from Contractor.

5. Post-Construction Phase:
 - a. Providing assistance in connection with testing and adjusting of Project equipment or systems;
 - b. Assisting OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems;
 - c. Assisting OWNER in developing procedures for control of operation and maintenance of, and record keeping for Project equipment and systems;
 - d. Visiting Project with OWNER to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present;
 - e. In company with OWNER or OWNER's representative, provide an inspection of Project within one month before end of Correction Period to ascertain whether any portion of Work is subject to correction.
6. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with Project; preparation or review of environmental assessments and impact statements; review and evaluation of effects on design requirements for Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of Project.
7. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify accuracy of drawings or other information furnished by OWNER.
8. Services resulting from significant changes in the scope, extent, or character of portions of Project designed or specified by ENGINEER or design requirements including but not limited to changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to Effective Date of this Master Agreement or are due to any other causes beyond ENGINEER's control.
9. Services required because of OWNER providing incomplete or incorrect Project information.
10. Providing renderings or models for OWNER's use.
11. Undertaking investigations and studies including but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals;
 - c. assistance in obtaining financing for Project;
 - d. evaluating processes available for licensing, and assisting OWNER in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed by OWNER.
12. Furnishing services of ENGINEER's Consultants for other than Basic Services.
13. Services during out-of-town travel required of ENGINEER other than for visits to Site or OWNER's office.
14. Preparing for, coordinating with, participating in, and responding to structured independent review processes, including but not limited to construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER, as well as performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents

because of such review processes.

15. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for Work or a portion thereof.

16. Determining acceptability of substitute materials and equipment proposed during Bidding or Negotiating Phase when substitution prior to award of contracts is allowed by Bidding Documents.

17. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

18. Providing Construction Phase services beyond Contract Times set forth in Exhibit B.

19. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

20. Preparation of operation and maintenance manuals.

21. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.

22. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER.

23. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER to make compensation commensurate with extent of Additional Services rendered.

24. Services in making revisions to Drawings and Specifications occasioned by acceptance of substitute materials or equipment other than "or-equal" items and after award of Construction Agreement in evaluating and determining acceptability of a substitution found inappropriate for Project or an excessive number of substitutions.

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

26. Additional or extended services during construction made necessary by
- a. emergencies or acts of God endangering the Work,
 - b. an occurrence of a Hazardous Environmental Condition,
 - c. Work damaged by fire or other cause during construction,
 - d. a significant amount of defective, neglected, or delayed work by Contractor,
 - e. acceleration of progress schedule involving services beyond normal working hours, or
 - f. default by Contractor.

27. Services in connection with any partial utilization of any part of Work by OWNER prior to Substantial Completion.

28. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with Work.

29. Other services performed or furnished by ENGINEER not otherwise provided for in this Master Agreement.

30. Reimbursable expenses associated with providing additional services.

**EXHIBIT B
PAYMENTS TO ENGINEER
LUMP SUM METHOD**

Article 4 of the Master Agreement is amended and supplemented to include the sample agreement of the parties stating Engineer shall provide Basic and authorized Additional services as set forth in Exhibit B of each Task Order to the Master Agreement.

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

B 4.01 Compensation for Basic Services - Lump Sum Method of Payment

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A-Part 1, as follows:

1. A Lump Sum amount of \$_____ based on the following distribution of compensation:
 - a. Study and Report Phase \$_____
 - b. Preliminary Design Phase \$_____
 - c. Final Design Phase \$_____
 - d. Bidding and Negotiating Phase \$_____
 - e. Construction Phase \$_____
 - f. Grant Administration Phase \$_____

2. The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Direct Expenses.

3. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

4. The Lump Sum is conditioned on Construction Contract Times to complete the Work not exceeding _____* months. Should the Construction Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

*To be negotiated if required.

B 4.02 Compensation for Authorized Additional Services --Standard Hourly Rates Method of Payment.

A. OWNER shall pay ENGINEER for authorized Additional Services set forth in Exhibit A - Part 2 as follows:

1. For labor on an hourly rate basis in accordance with Appendix 1.
2. For reimbursable expenses, based on cost times a factor of 1.15.

B. The hourly rate schedule will be adjusted each January 1st to reflect cost of living adjustments.

APPENDIX 1
Parkhill
Hourly Rate Schedule
January 1, 2025 through December 31, 2025

Client: Town of Goldsby

Project: All Projects

Agreement Date: _____

Location: _____

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$67.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$78.00	Architect	\$166.00	Architect	\$259.00
SUPPORT STAFF III	\$108.00	Civil Engineer	\$203.00	Civil Engineer	\$282.00
SUPPORT STAFF IV	\$115.00	Electrical Engineer	\$198.00	Electrical Engineer	\$281.00
SUPPORT STAFF V	\$127.00	Interior Designer	\$148.00	Interior Designer	\$211.00
SUPPORT STAFF VI	\$138.00	Landscape Architect	\$160.00	Landscape Architect	\$226.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$189.00	Mechanical Engineer	\$268.00
Architect	\$135.00	Structural Engineer	\$196.00	Structural Engineer	\$252.00
Civil Engineer	\$147.00	Survey Tech	\$152.00	Professional Land Surveyor	\$202.00
Electrical Engineer	\$150.00	Other Professional	\$146.00	Other Professional	\$219.00
Interior Designer	\$128.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$128.00	Architect	\$202.00	Architect	\$330.00
Mechanical Engineer	\$141.00	Civil Engineer	\$237.00	Civil Engineer	\$340.00
Structural Engineer	\$141.00	Electrical Engineer	\$232.00	Electrical Engineer	\$334.00
Survey Tech	\$120.00	Interior Designer	\$162.00	Interior Designer	\$241.00
Other Professional	\$126.00	Landscape Architect	\$173.00	Landscape Architect	\$290.00
PROFESSIONAL LEVEL II		Mechanical Engineer	\$222.00	Mechanical Engineer	\$317.00
Architect	\$146.00	Structural Engineer	\$226.00	Structural Engineer	\$334.00
Civil Engineer	\$165.00	Survey Tech	\$185.00	Professional Land Surveyor	\$202.00
Electrical Engineer	\$170.00	Other Professional	\$172.00	Other Professional	\$277.00
Interior Designer	\$135.00	PROFESSIONAL LEVEL V			
Landscape Architect	\$135.00	Architect	\$246.00		
Mechanical Engineer	\$162.00	Civil Engineer	\$281.00		
Structural Engineer	\$160.00	Electrical Engineer	\$279.00		
Survey Tech	\$130.00	Interior Designer	\$195.00		
Other Professional	\$133.00	Landscape Architect	\$211.00		
		Mechanical Engineer	\$266.00		
		Structural Engineer	\$250.00		
		Professional Land Surveyor	\$198.00		
		Other Professional	\$192.00		

EXHIBIT C
RESIDENT PROJECT REPRESENTATIVE (RPR)
DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY

Paragraph 1.01C of the Master Agreement is amended and supplemented to include the sample agreement of the parties stating Engineer shall provide Basic and authorized Additional services as set forth in Exhibit C of each Task Order to the Master Agreement.

C6.02 Resident Project Representative (RPR)

A. ENGINEER shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist ENGINEER in observing progress and quality of Work. RPR, assistants, and other field staff under this Exhibit C may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in Work; however, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work nor shall ENGINEER have authority over or responsibility for means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform Work in accordance with Contract Documents.

C. RPR duties and responsibilities are limited to those of ENGINEER in Master Agreement and associated Task Order with OWNER and in Contract Documents, further limited and described as:

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

2. *Schedules:* Review progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor, and consult with ENGINEER concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, (preconstruction conferences, progress meetings, job conferences and other project-related meetings), and prepare and circulate copies of minutes thereof.

4. *Liaison:*

- a. Serve as ENGINEER liaison with Contractor, working principally through Contractor's superintendent and assist in understanding intent of Contract Documents.
- b. Assist ENGINEER in serving as OWNER liaison with Contractor when Contractor operations affect OWNER's on-site operations.
- c. Assist in obtaining from OWNER additional details or information, when required for proper execution of Work.

5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples.*

- a. Record date of receipt of Samples and approved Shop Drawings.
- b. Receive Samples which are furnished at Site by Contractor and notify ENGINEER of availability of Samples for examination.
- c. Advise ENGINEER and Contractor of commencement of any portion of Work requiring a Shop Drawing or Sample submittal for which RPR believes submittal is not approved by ENGINEER.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Review of Work and Rejection of Defective Work:*

- a. Conduct on-site observations of Contractor's work in progress to assist ENGINEER in determining if Work is in general proceeding in accordance with Contract Documents.
- b. Report to ENGINEER when RPR believes any part of Contractor's work in progress will not produce a completed Project that conforms generally to Contract Documents or will prejudice integrity of design concept of completed Project as a functioning whole as indicated in Contract Documents, has been damaged, or does not meet requirements of any inspection, test, or approval required to be made; and advise ENGINEER of that part of work in progress RPR believes should be corrected, rejected, uncovered for observation, or requires special testing, inspection, or approval.

9. *Inspections, Tests, and System Startups:*

- a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of Work.
- b. Verify tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and Contractor maintains adequate records thereof.
- c. Observe, record, and report to ENGINEER appropriate details relative to test procedures and systems startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over Project, record results of these inspections, and report to ENGINEER.

10. *Records:*

- a. Maintain at Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued after execution of Contract, ENGINEER's clarifications and interpretations of Contract Documents, progress reports, Shop Drawing, and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or logbook, recording Contractor hours on Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures: and send copies to ENGINEER.
- c. Record names, addresses, and phone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports:*

- a. Furnish ENGINEER periodic reports as required of progress of Work and of Contractor's compliance with progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to ENGINEER, proposed Change Orders, Work Change Directives,

- and Field Orders. Obtain backup material from Contractor.
- c. Furnish ENGINEER and OWNER copies of all inspection, test, and system startup reports.
- d. Report immediately to ENGINEER occurrence of any Site accidents, any Hazardous environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to schedule of values, Work completed, and materials and equipment delivered at Site but not incorporated in Work.

13. *Certificates, Operation and Maintenance Manuals:* During Work, verify materials and equipment certificates, operation and maintenance manuals and other data required by Specifications to be assembled and furnished by Contractor are applicable to items actually installed and in accordance with Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of Work.

14. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over Work.
- c. Participate in a final inspection in company of ENGINEER, OWNER, and Contractor and prepare a final list of items to complete or correct.
- d. Observe whether all items on final list are complete or correct and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of ENGINEER's authority as set forth in Master Agreement or Contract Documents.
3. Undertake any responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of means, methods, techniques, sequences, or procedures of Contractor's work unless such advice or directions are specifically required by Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with activities or operations of OWNER or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize OWNER to occupy the Project in whole or in part.

EXHIBIT D

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

OWNER's Construction Contract Identification:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER:

To: OWNER

And To: CONTRACTOR

The undersigned hereby gives notice to the noted OWNER and CONTRACTOR that completed Work furnished and performed by CONTRACTOR under noted Contract is acceptable, expressly subject to provisions of related Contract Documents and terms and conditions set forth hereof.

By: _____

Title: _____

Dated:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

Notice of Acceptability of Work ("Notice") on is expressly made subject to these terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. Said Notice is given with skill and care ordinarily used by members of Engineering profession practicing under similar conditions at the same time and in the same locality.
2. Said Notice reflects and is an expression of professional judgment of ENGINEER.
3. Said Notice is given as to the best of ENGINEER's knowledge, information, and belief as of date hereof.
4. Said Notice is based entirely on and expressly limited by the scope of services ENGINEER has been employed by OWNER to perform or furnish during construction of Project (including observation of CONTRACTOR work) under ENGINEER's Master Agreement and Task Order [] with OWNER and under Construction Contract referenced hereof, and applies only to facts within ENGINEER's knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under ENGINEER's Master Agreement and Task Order [] with OWNER and Construction Contract referenced hereof.
5. Said Notice is not a guarantee or warranty of CONTRACTOR performance under Construction Contract referenced hereof nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform Work thereunder in accordance with Contract Documents.

Parkhill

Date _____

Ronny Nelson, Public Works Director
Town of Goldsby
100 East Center Rd
Goldsby, Oklahoma 73093

Re: Task Order 01 to MASTER AGREEMENT for Professional Services, for Project
AIP _____

Dear Mr. Nelson:

As requested, we prepared Task Order 01 for Construction Phase and Resident Project Representative (RPR) services related to the PROJECT Project. Parkhill understands the Project scope to include:

1. Parkhill to provide Construction Administration Services as detailed herein and in Exhibit A (attached). Construction Administration services reflects 25 working days to final Project completion. Services are proposed on a lump sum basis.
 - a. Contractor Material Submittal Review
 - b. Construction Contract Preparation
 - c. Conduct Preconstruction Meeting
 - e. Review and Approval of Monthly Contractor Pay Request
 - f. Prepare Change Orders (if required)
 - h. Prepare Weekly Inspection Reports
 - i. Conduct Final Inspection and Prepare Punchlist
 - j. Recommend Final Project Acceptance
2. Parkhill to provide RPR services as detailed in Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative." RPR time reflects 25 working days to final Project completion and proposed on a lump sum basis.

Fee for Proposed Task Order No. 01 services is defined in Exhibit B attached and summarized as follows:

Task XXXX	Lump Sum Fee for Construction Phase and RPR Services	\$ XX,XXX.XX
TOTAL TASK ORDER NO. 01		\$ XX,XXX.XX

We propose to modify the Town of Goldsby and Parkhill agreement dated _____ and provide approved services under provisions of attached Exhibit B - Payments to the Engineer, Article B4.01 (Lump Sum Method). Any necessary additional services will be provided according to Exhibit B - Payments to the Engineer, Article B4.02. Compensation for services shall not exceed the total noted without Owner's written approval.

If these Task Order terms are agreeable, please execute and return one copy to our office. We will take receipt of the signed letter as our Notice to Proceed with these services. We look forward to working with you on completing this Project. For anything further, please contact Toby Baker directly at tbaker@parkhill.com or 405.832.9903.

Sincerely,

PARKHILL

By _____
Toby Baker, PE
Oklahoma Aviation Lead | Partner

Accepted by:

TOWN OF GOLDSBY

By _____
Mike Herrin
Mayor

Date _____

TB/bc
Encl



February 12, 2026

Ronny Nelson, Public Works Director
Town of Goldsby
100 East Center Rd.
Goldsby, Oklahoma 73093

Re: Task Order 01 to MASTER AGREEMENT for Professional Services
David J Perry Airport-Construct Multi-Unit Hangars

Dear Mr. Nelson:

As requested, we prepared Task Order 01 for Final Design, Bidding Phase, Survey and Geotechnical Investigation and Report services related to the Project. Parkhill understands the Project scope to include the construction of up to 3, 50'x50' hangars, with shared partition walls and roof, located on the existing terminal apron. It is our understanding that one of the partition walls should not be installed under this project, such that the interior dimensions of one unit will be 100' x 50'.

1. Parkhill to provide Engineering Design Services for the construction of Box Hangars, including:
 - a. Commence with Predesign Meeting involving Parkhill and Owner. This meeting will discuss scope, Owner objectives, schedule, budget, and other pertinent information.
 - b. Perform design and prepare a plan set with the required sheets.
 - c. Prepare Technical Specifications per FAA AC 150/5370-10H, ODOT Specifications or other industry standards.
 - d. Prepare opinion of cost (OPC) to reflect final design.
 - e. Perform QC on Project deliverables.
 - f. Prepare and submit FAA Form 7460 for airspace review.
 - g. Host a final review meeting with Owner.
2. Parkhill to provide Bidding Services as further detailed in Exhibit A.
3. Parkhill to provide Geotechnical Investigation and Report for use in the design of foundation for Box Hangars, as further detailed in Attachment 1 to Exhibit A.
4. Parkhill to provide Topographic Survey as further detailed in Attachment 2 to Exhibit A.

Fee for Proposed Task Order No. 01 services is defined in Exhibit B attached and summarized as follows:

Task 3FDS.00	Lump Sum Fee for Final Design Services	\$ 58,000.00
Task 4BID.00	Lump Sum Fee for Bid Phase Services	\$ 9,800.00
Task 8SSD.01	Lump Sum Fee for Surveying Services	\$ 6,800.00
Task 8SSD.02	Lump Sum Fee for Geotechnical Investigation and Report	\$ 5,900.00
TOTAL TASK ORDER NO. 01		\$ 80,500.00

We propose to modify the Town of Goldsby and Parkhill agreement dated December 11, 2025 and provide approved Task services under provisions of attached Exhibit B - Payments to the Engineer, Article B4.01 (Lump Sum Method). Any necessary additional services will be provided, according to Exhibit B - Payments to the Engineer, Article B4.02. Compensation for Tasks services shall not exceed the total noted without Owner's written approval.

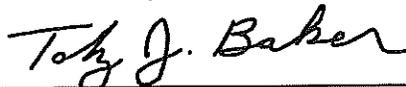
If these Task Order terms are agreeable, please execute and return one copy to our office. We will take receipt of the signed letter as our Notice to Proceed with these services. We look forward to working with you on completing this Project. For anything further, please contact Toby Baker directly at tbaker@parkhill.com or 405.832.9903.

Sincerely,

Accepted by:

PARKHILL

TOWN OF GOLDSBY

By 
Toby Baker, PE
Oklahoma Aviation Lead | Partner

By _____ Date _____
Mike Herrin
Mayor

TJB/bc

EXHIBIT A ENGINEER'S SERVICES

Article 1 of the Master Agreement is amended and supplemented to include the following sample agreement of the parties. ENGINEER shall provide Basic and authorized Additional Services as set forth in Exhibit A of each Task Order to the Master Agreement.

PART 1 -- BASIC SERVICES

A 1.01 *Study and Report Phase* (Not Used)

A 1.02 *Preliminary Design Phase* (Task 8SSD)

A. After acceptance by OWNER of Report, selection by OWNER of a recommended solution, and indication of any specific modifications or changes in scope, extent, character, or design requirements of Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:

1. Based on noted acceptance, selection, and authorization, prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of Project.

2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners. Performance of field surveys is not a part of ENGINEER's basic services, and compensation therefore is not included in the Basic Fee. Surveys may be performed by ENGINEER, by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

3. Establish scope and advise OWNER of any additional soils or foundation investigations which, in ENGINEER opinion, may be required for proper execution of Project; and arrange with OWNER for conduct of such investigations and tests. Performance of these investigations and tests is not part of the ENGINEER's Basic Services, and compensation therefor is not included in Basic Fee. Investigations and tests may be performed by ENGINEER, by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

4. Advise OWNER if additional reports, data, information, or services are necessary and assist OWNER in obtaining such reports, data, information, or services.

5. Based on information contained in Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost.

6. Furnish five review copies of Preliminary Design Phase documents to and review with OWNER.

B. ENGINEER's services under Preliminary Design Phase will be considered complete on the date when copies of Preliminary Design Phase documents have been delivered to OWNER.

A 1.03 *Final Design Phase* (Task 3FDS)

A. After acceptance by OWNER of Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for Project, and upon written authorization from OWNER, ENGINEER shall:

1. Based on noted acceptance, direction, and authorization, prepare final Drawings and Specifications indicating scope, extent, and character of Work to be performed and furnished by

Contractor. Specifications will be prepared, where appropriate, in general conformance with most recent Industry-standard format of Construction Specifications Institute or in general conformance with standard specifications provided by funding agency.

2. Provide technical criteria, written descriptions, and design data for OWNER use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve final design of Project and assist OWNER in consultations with appropriate authorities.

3. Advise OWNER of any adjustments to opinion of probable Construction Cost.

4. Prepare and furnish five sets of Bidding Documents and a revised opinion of probable Construction Cost for review and approval by OWNER, its legal counsel and other advisors as appropriate, and assist OWNER in preparation of other related documents.

B. Number of prime contracts for Work designed or specified by ENGINEER upon which ENGINEER compensation has been established under this Master Agreement is one.

C. ENGINEER services under Final Design Phase will be considered complete on the date when final Bidding Documents are delivered to OWNER.

A 1.04 *Bidding or Negotiating Phase (Task 4BID)*

A. After acceptance by OWNER of Bidding Documents and most recent opinion of probable Construction Cost as determined in Final Design Phase, and upon written authorization by OWNER to proceed, ENGINEER shall:

1. Furnish number of copies of Bidding Documents as required by prospective bidders and furnishers of material and equipment. All sets of Bidding Documents are to be paid for separately under Exhibit B as an Additional Service.

2. Assist OWNER in advertising for and obtaining bids or negotiating proposals for Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents are issued, attend prebid conferences, if any, and receive and process Contractor deposits or charges for Bidding Documents.

3. Prepare and issue Addenda as appropriate to clarify, correct, or change Bidding Documents.

4. Consult with OWNER as to qualifications of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of Work as to which such acceptability is required by Bidding Documents.

5. Attend bid opening, prepare bid tabulation sheets, and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for Work.

B. Bidding or Negotiating Phase will be considered complete upon commencement of Construction Phase or upon cessation of negotiations with prospective Contractors.

A 1.05 *Construction Phase (Not Used)*

A 1.06 *Grant Administration Phase (Not Used)*

PART 2 -- ADDITIONAL SERVICES

A 2.01 *Additional Services Requiring OWNER's Authorization in Advance (Not Used)*



December 4, 2025

Mr. Craig Boyer, PE
Project Manager | Civil | Senior Associate
Parkhill
14101 Wireless Way, Suite 350
Oklahoma City, OK 73134

RE: Proposal for Professional Services
David Jay Perry Airport 2026 Hangar Survey
351 DJP Memorial Boulevard, Goldsby, OK 73093

Dear Mr. Boyer:

Parkhill is pleased to have the opportunity to provide this Proposal for Surveying Services for the referenced Project.

SCOPE OF SERVICES

Parkhill will provide Survey Services for airport improvements:

- Recover control and benchmarks from previous surveys.
 - Establish one additional control point.
- Establish two additional benchmarks and run a differential level loop.
- Provide Topographic Survey Services to include the following existing surface features, roads, curbs, centerlines, drives, sidewalks, buildings, finished floor elevations, signs, fences, walls, decorative trees, flowerbeds, all visible drainage structures, visible and/or marked utilities, and any other features within Survey Limits including:
 - Corners of existing hangars within Survey Limits needed for location purposes only.
 - Provide location of hangar on edge of Survey Limits with finish floor elevations.
 - Cross sections will be at 50-foot density with applicable break lines.
 - Contours at 1-foot minimum density.
- Utility companies servicing the project area will be contacted through "OKIE 811" at least 72 hours prior to Survey, excluding weekends/holidays. Private utilities that are not members of "OKIE 811" will not be researched and locates will not be requested for these non-members.
 - Private utilities will not be located by "OKIE 811" service. If desired to be shown on the Survey, the Client shall mark all known private utility lines prior to the commencement of Survey Services. Parkhill also requests the Client provide private utility atlas maps for depiction on the Survey as "per atlas map."
 - Parkhill will plot atlas maps and as built plans provided by the Client and/or utility owners.
 - Parkhill is NOT responsible for unmarked or mismarked utilities.
 - Parkhill will notate on the Survey utility size/type if this information is provided from utility companies and/or other sources.
 - If utility information is critical, Parkhill recommends to have QL-B SUE (Subsurface Utility Engineering) locates completed by a SUE subconsultant. If requested, Parkhill can provide an additional fee for this service.
 - All utility information will be placed in the Civil 3D and/or AutoCAD Drawings.
- Storm sewer manholes, sanitary sewer manholes, water valves, and inverts will be measured for depth (to the connection outside of Survey Limits).

Services specifically excluded from our Scope of Services include, but are not limited to, the following:

- SUE (Subsurface Utility Engineering).
- Property boundary and easements.
- Joints or Cracks.
- Finished floor elevations of existing hangars with Survey Limits.

DELIVERABLES

Deliverables are to include Civil 3D file. Any item not listed has not been considered for this fee estimate.

SCHEDULE

Expected delivery date for submitting our Work can be negotiated with the appropriate Project Manager upon receipt of Notice to Proceed.

COMPENSATION

Our fee for the Scope of Services described above will be based on a lump sum amount of \$6,800.00 and will be billed on a percentage complete method.

If this Proposal meets your expectations, you may indicate your acceptance by returning one signed copy to our office. Upon receipt of the executed Proposal, we will schedule and begin Work.

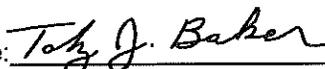
We appreciate the opportunity to provide Professional Services to you and look forward to the successful completion of your Project. If you have any questions, please do not hesitate to call us.

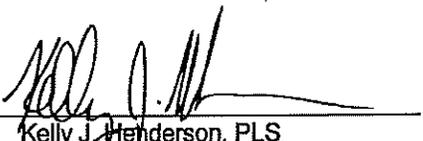
Sincerely,

PARKHILL

PARKHILL

By 
 Brian Bird, PLS
 Professional Land Surveyor | Associate

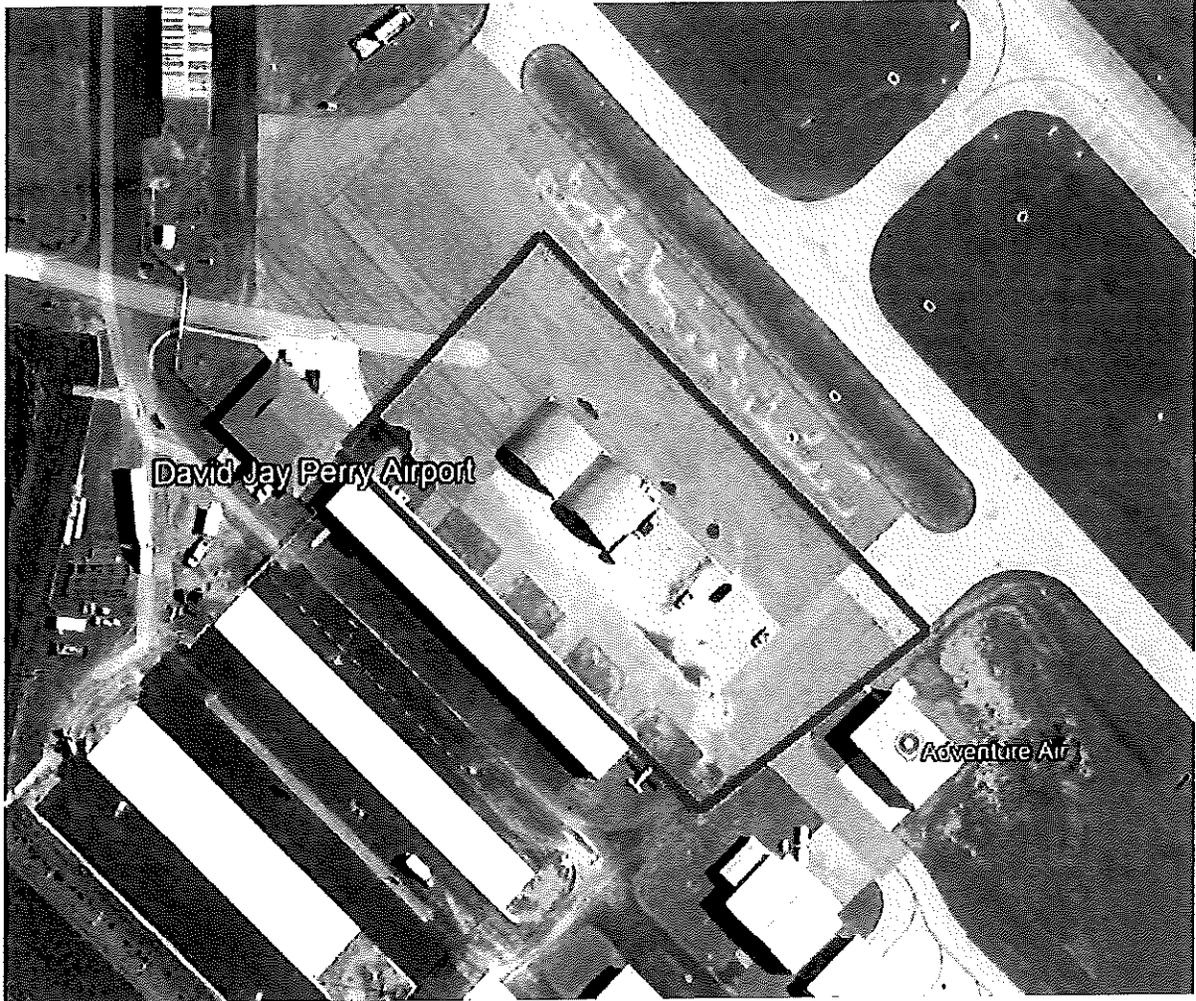
Signature: 
 Name: Toby Baker, PE
 Title: Oklahoma Aviation Lead | Partner
 Date: 01/14/2026

By 
 Kelly J. Henderson, PLS
 Director of Surveying | Partner

BB/mcj
Enclosures: Attachment 1 – Survey Limits

Survey Project Number:	47103.25	Architect or Civil Project Number:	04656725.01
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ATTACHMENT 1 – SURVEY LIMITS





December 2, 2025

PROJECT SCOPE & FEE
Reference: Goldsby Hangar & Apron

Parkhill
Mr. Craig Boyer, P.E.
14101 Wireless Way, Suite 350
Oklahoma City, OK 73134
via Email: cboyer@parkhill.com

Re: Proposed Hangar & Apron
David Jay Perry Airport
Goldsby, Oklahoma

Project Information

We understand the project includes the demolition of two Quonset Hut-style hangars and the construction of three new hangars, each covering a footprint of 50'x50'. New apron pavements are will be included. The hangars are expected to be lightly-loaded, pre-engineered metal buildings. New apron pavements are expected to be Portland cement concrete over aggregate base.

Scope of Services

The following scope of services is suggested:

- Three soil test borings will be advanced to 20 feet or auger refusal, whichever occurs first. 4 samples will be obtained in the top 10 feet using a split-barrel sampler. Subsequent samples obtained at 5-foot intervals to the boring termination depth. Borings will be backfilled or plugged per OWRB.
- Each sample will be evaluated for moisture. One sample from each boring will be classified per USCS; remaining samples visually classified.

Following the completion of subsurface exploration, the geotechnical engineer will prepare a report summarizing the drilling methods, test results, and will provide recommendations for earthwork and the design and construction of on-grade floor slabs, foundations and new apron pavements. We expect to submit our report four weeks after completion of field work. Verbal recommendations can be provided as results are obtained.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Mark H. Hinderliter', written over a white background.

Mark H. Hinderliter, P.E. – President
HINDERLITER GEOTECHNICAL ENGINEERING
Oklahoma Certificate of Authorization 5528 PE Expires 6-30-2027

**EXHIBIT B
PAYMENTS TO ENGINEER
LUMP SUM METHOD**

Article 4 of the Master Agreement is amended and supplemented to include the sample agreement of the parties stating Engineer shall provide Basic and authorized Additional services as set forth in Exhibit B of each Task Order to the Master Agreement.

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

B 4.01 Compensation for Basic Services - Lump Sum Method of Payment

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A-Part 1, as follows:

1. A Lump Sum amount of \$ 80,500.00 based on the following distribution of compensation:
 - a. Study and Report Phase \$ _____
 - b. Preliminary Design Phase \$ 12,700
 - c. Final Design Phase \$ 58,000
 - d. Bidding and Negotiating Phase \$ 9,800
 - e. Construction Phase \$ _____
 - f. Grant Administration Phase \$ _____

2. The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Direct Expenses.

3. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

4. The Lump Sum is conditioned on Construction Contract Times to complete the Work not exceeding * months. Should the Construction Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

*To be negotiated if required.