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## COMMUNITY DEVELOPMENT

Planning,  
Zoning,  
Building Safety,  
Construction Inspection Services,  
Public Health,  
Housing Inspections,  
Code Enforcement

### MEMORANDUM

**To:** Mayor and City Council Members

**Cc:** Gregg Mandsager, City Administrator  
Dave Gobin, Community Development Director

**From:** Adam Thompson, Community Development Coordinator

**Date:** May 18, 2015

**Re:** Task Order #3: Agreement for Engineering Services for Airport Layout Plan Update

**INTRODUCTION:** The City of Muscatine continues to utilize Anderson-Bogert Engineers & Surveyors, Inc, for design and consultant services at the Muscatine Municipal Airport. With the completion of the Runway Reconstruction project an update to the ALP is a priority. The updated ALP is required for any future vertical infrastructure funding.

**BACKGROUND:** For many years, the City has entered into a professional services agreement with Anderson-Bogert for many engineering and survey activities that are required as a condition of state and federal funding. The Airport Advisory Commission and the City Council have included this project in the 5-year CIP for the airport. Anderson-Bogert Engineers & Surveyors, Inc. will provide the required professional services to update the ALP to FAA standards. The FAA has approved this project to move forward with a "Go Letter". In order for funding to be approved a contract with the airport engineer needs to be executed before the grant is submitted. The professional services agreement with Anderson Bogert totals \$157,472.76. An independent fee analysis was completed to determine the reasonableness of the fee.

**RECOMMENDATION/RATIONALE:** The attached professional services agreement has been reviewed by staff. The cost for the project is provided through 90% Federal, 10% local cost share and is part of the approved 5-year CIP for the airport. It is recommended that the City Council approve the Task Order #3: Agreement for Engineering Services Related to the Airport Layout Plan Update Project- with Anderson Bogert Engineers and Surveyors as attached hereto.

#### 1. Agreement for Engineering Services

**TASK ORDER NO. 3**  
MASTER AGREEMENT FOR ENGINEERING SERVICES  
MUSCATINE MUNICIPAL AIRPORT  
FFY 2014 through FFY 2018

This Task Order pertains to an AGREEMENT by and between the City of Muscatine (SPONSOR) and (CONSULTANT) dated May 1, 2014. CONSULTANT shall perform Services on the PROJECT described below as provided herein and provided in the original referenced AGREEMENT. This Task Order shall not be binding until it has been properly executed by both parties. Upon execution, this Task Order shall supplement the AGREEMENT, as it pertains to the PROJECT described below.

TASK ORDER NUMBER: 3

PROJECT NAME: UPDATE AIRPORT MASTER PLAN

PROJECT NUMBER: 3-19-0063-021

ARTICLE I. SCOPE

NARRATIVE – The last time the airport layout plan (ALP) was completely updated was in 2002, which was fourteen years ago. The FAA and IDOT typically recommend ALPs be updated every eight to ten years. This project will include the update of all thirteen sheets of the ALP drawing set and the creation of an extensive accompanying narrative report. In addition, the project scope will include imagery acquisition, ground survey (to check runway ends, profile, length, width, and threshold location), planimetric mapping, and AGIS project documentation. This update will give the City a more complete picture of development needs and priorities at the airport and will help provide a long term comprehensive planning strategy.

Professional services to be provided by the CONSULTANT shall include planning services required to accomplish the following items:

A. General

1. Attend a planning meeting with the Federal Aviation Administration and Sponsor.
2. Coordination with the Federal Aviation Administration and other regulatory agencies.

3. Create a public/stakeholder involvement program which will likely include identifying the stakeholders, identifying key issues, establishing committees, conducting an open house format public information meeting, conducting small group meetings/briefings, providing contact with affected property owners, and generating a public awareness campaign.

B. Complete the **ALP Narrative Report** in accordance with Federal Aviation Administration AC 150-5300-13, Airport Design, through Change 1, dated February 26, 2014, AC 150/5070-6B, Airport Master Plans dated May 1, 2007, and the FAA Central Region ALP Review Checklist. The report shall include the following sections:

1. Existing Conditions

- a. Iowa Aviation System Plan
- b. National Plan of Integrated Airport Systems
- c. Regional Airport Significance
- d. 5010 Master Record
- e. Airport/Facilities Directory
- f. Airport Background
- g. Inventory and Description of Existing Facilities
- h. Services
- i. Access
- j. Wind and Temperature Data
- k. Description of Regional Setting and Land Use
- l. Socioeconomic Data

2. Current and Projected Aviation Activity

- a. Forecasting Approach
- b. Designating a Forecast Model

- c. Air Traffic Activity
  - d. Comparison of Estimated Operations to FAA & IDOT Forecasts
  - e. Critical Design Aircraft and Reference Code
3. Facility Requirements
- a. Airside
  - b. Landside
4. Alternatives
- a. Stakeholder/Public Involvement
  - b. Visual and Navigational Aids
  - c. Terminal Area Development
    - T-Hangars
    - Conventional Hangars
    - Snow Removal Equipment/Maintenance Hangar
    - Apron Expansion
    - Fuel Farm Relocation/Upgrade
  - d. Airside and Land Side Evaluation of Each Alternative
  - e. RPZ Evaluation for Alternatives, if applicable
  - f. Potential Hazards for Each Alternative and Possible Mitigations
  - g. Develop Ranking System for Analysis of Alternatives
  - h. Discuss Preferred Alternative
  - i. Obstacle Action Plan

5. Environmental Overview
  - a. FAA Order 1050.1F
  - b. FAA Order 5050.4B
6. Sustainability Initiatives - Airport Solid Waste and Recycling Plan
  - a. Waste Audit
  - b. Feasibility of Solid Waste Recycling at the Airport
  - c. Minimizing the Generation of Solid Waste at the Airport
  - d. Operation and Maintenance Requirement
  - e. Review of Waste Management Contracts
  - f. The Potential for Cost Savings or the Generation of Revenue
7. Airport Layout Plan Discussion
  - a. Primary Runway
  - b. Crosswind Runway
  - c. Terminal Area
  - d. Airport Reference Code
8. Implementation Plan
  - a. Development Phases (through 20 years)
  - b. Estimated Capital Costs
  - c. Airport Revenue/Expenditures
  - d. Federal Assistance
  - e. Iowa Airport Improvement Program
  - f. Private Sector Investment

g. Airport Maintenance

9. Proposed Height and Hazard Language

10. Appendix

a. Iowa Aviation System Plan Airport Summary Report

b. Existing Zoning Ordinance

c. Airport Dimensions

d. Public Involvement Documentation

e. FAA GA Apron Design Spreadsheet

f. Iowa DOT Pavement Management Report

g. Instrument Approach Plates

h. Environmental Coordination Letters/Environmental Overview Correspondence

i. Coordination with Surrounding Airports

j. Property Title/Deeds/Easements and Title Opinion

k. NAVAID Data Sheets

l. 5010 Master Record

m. Planning Meeting Minutes

n. Letters of Support

o. Affected Facilities Letters of Concurrence

p. RPZ Evaluation Documentation

q. Recycling Plan Spreadsheet

### C. ALP Survey

1. Set-up project on A-GIS website
2. Survey control shall conform with AC 150/5300-16
3. Imagery shall conform with AC 150/5300-17
4. Field work shall conform with AC 150/5300-18
5. Submit survey data on A-GIS website

D. Update existing **ALP drawing set** information to meet the current standards of Federal Aviation Administration AC 150/5300-13, Airport Design, through Change 1, dated February 26, 2014 and AC 150/5070-6B, Airport Master Plans, dated May 1, 2007. The ALP drawing set shall be completed in accordance with the FAA Review and Approval of Airport Layout Plans (ALPs) review checklist. The following D size drawings will be included in the update:

1. Cover Sheet (1 Sheet)
2. Airport Layout Drawing (1 Sheet)

The Airport Layout Drawing will be prepared at a scale of 1"=300', or other appropriate scale, and will include the following:

- a. Existing and ultimate facilities including runways, taxiways, buildings, NAVAIDs, parking areas, roads, lighting, fueling facilities, tie-down areas, and other prominent airport features with dimensions.
- b. Trees, streams, power lines, towers, and other prominent natural features.
- c. Airport boundaries, runway protection zones, easements, and other areas controlled by the individual airport sponsor for aviation purposes.
- d. Adjacent non-airport property, with land use specified.
- e. Areas reserved for future aviation and non-aviation development.
- f. Topographic contours at one-foot intervals, due to the flat terrain.
- g. Location and vicinity maps.
- h. Wind information.
- i. Basic data table showing all pertinent airfield data.

j. Heights and elevations of buildings

3. Airspace Drawings (2 Sheets)

The airspace drawing, prepared in accordance with FAR Part 77, will identify the ultimate airspace areas of the airport including all horizontal, conical, approach, and transitional surfaces. The airspace plan will be prepared on screened U.S.G.S. base maps at a scale of 1" = 2,000', or other appropriate scale.

4. Innermost Portions of the Approach Zone Drawings (4 Sheets)

Plans will be prepared depicting portions of each runway approach, existing and proposed, at the airport. Existing and potential obstructions to air navigation will be described graphically and in tabular fashion, together with representations of all approach surfaces.

5. Airport Land Use Drawing (1 Sheet)

A drawing depicting existing and recommended use of all land within the ultimate airport property line and in the vicinity of the airport.

6. Airport Property Map (1 Sheet)

The Airport Property Map will be prepared to indicate various tracts, by ownership, and how and when they were acquired, on the airport.

7. Terminal Area Drawing (1 Sheet)

The Terminal Area Drawing shall depict existing conditions as well as future apron, hangars, vehicle access, and parking areas, and non-aviation uses proposed for development.

8. Runway Departure Surface Drawings (2 Sheets)

The Runway Departure Surface Drawing depicts the applicable instrument departure surfaces.

E. Provide deliverables as detailed in the table below:

**Deliverables**

	FAA	Sponsor	IDOT	Consultant
Draft Forecast & Critical Design Aircraft	1	1		
Final Narrative Report	1	2	1	1
Final Narrative Report Digital Files	1			
Draft ALP Drawings	1	1		
Draft ALP Drawings - pdf	1	1		
ALP Checklist	1			
Final ALP Drawing Set	1	2	1	1
Final ALP Drawing Set - CAD files	1			

ARTICLE II. COMPENSATION

The SPONSOR agrees to compensate the CONSULTANT for performing engineering services on a **LUMP SUM BASIS** as described below:

A. General .....	\$8,108.03
B. Narrative Report.....	\$20,286.28
C. ALP Survey.....	\$90,642.74
D. Airport Layout Plan Drawings.....	\$38,435.71
<b>TOTAL.....</b>	<b>\$157,472.76</b>

Per the following Cost Summary and Work Plan.

### Cost Summary

1	<b>Direct Salary Costs</b>			
	<u>Title</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Cost</u>
	Principal	10	\$86.53	\$865.30
	Project Manager	420	\$49.03	\$20,592.60
	Project Planner	248	\$23.07	\$5,721.36
	CAD Technician	82	\$33.50	\$2,747.00
	Document Specialist	27	\$28.00	\$756.00
	Public Involvement Specialist	26	\$18.75	\$487.50
	Survey Department Manager	106	\$36.53	\$3,872.18
	Surveyor	98	\$22.00	\$2,156.00
	<i>Total Direct Salary Costs</i>			<b>\$37,197.94</b>
2	<b>Labor &amp; General Administrative Overhead</b>			
	Percentage of Direct Salary Costs 100%			\$37,197.94
3	<b>Subtotal Items 1 &amp; 2</b>			<b>\$74,395.88</b>
4	<b>Fixed Fee @ 15%</b>			<b>\$11,159.38</b>
5	<b>Direct Non-Salary Expense</b>			
	Transportation			\$517.50
	Economic Data			\$400.00
	Targets for Ground Control			\$300.00
	<b>Total Direct Non-Salary Costs</b>			<b>\$1,217.50</b>
6	<b>Imagery Acquisition</b>			<b>\$7,700.00</b>
7	<b>Planimetric Mapping</b>			<b>\$63,000.00</b>
8	<b>Grand Total (3+4+5+6+7)</b>			<b>\$157,472.76</b>

## Work Plan

No.	Task	Principal	Project	Project	CAD	Doc.	Pub. Inv.	Survey	
		Hours	Manager	Planner	Tech	Spec.	Spec.	Manager	Surveyor
			Hours	Hours	Hours	Hours	Hours	Hours	Hours
<b>A. General</b>									
1	Planning Meeting	1	8	1	0	1	0	0	0
2	Agency Coordination	0	24	0	0	1	0	0	0
3	Stakeholder Involvement	4	16	1	0	4	24	0	0
<b>A. Subtotal</b>		<b>5</b>	<b>48</b>	<b>2</b>	<b>0</b>	<b>6</b>	<b>24</b>	<b>0</b>	<b>0</b>
<b>B. Narrative Report</b>									
1	Existing Conditions	0	20	4	0	2	0	0	0
2	Current & Projected Activity	0	20	2	0	2	0	0	0
3	Facility Requirements	1	20	2	0	2	0	0	0
4	Alternatives	1	20	0	0	2	2	0	0
5	Environmental Overview	0	10	0	0	2	0	0	0
6	Sustainability Initiatives	0	10	0	0	2	0	0	0
7	Airport Layout Plan Discussion	0	10	0	0	2	0	0	0
8	Implementation Plan	1	10	4	0	2	0	0	0
9	Proposed Height & Hazard Language	0	10	0	0	2	0	0	0
10	Appendix	0	20	4	0	3	0	0	0
<b>B. Subtotal</b>		<b>3</b>	<b>150</b>	<b>16</b>	<b>0</b>	<b>21</b>	<b>2</b>	<b>0</b>	<b>0</b>
<b>C. ALP Survey</b>									
1	Project Set-up	0	20	8	0	0	0	40	0
2	Survey Control	0	2	0	0	0	0	16	30
3	Imagery	0	4	0	0	0	0	8	0
4	Field Work	0	2	0	0	0	0	8	40
5	Submit Data	0	20	8	12	0	0	20	20
<b>C. Subtotal</b>		<b>0</b>	<b>48</b>	<b>16</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>92</b>	<b>90</b>
<b>D. ALP Drawing Set</b>									
1	Cover Sheet	0	2	4	0	0	0	0	0
2	Airport Layout	1	40	40	20	0	0	2	0
3	Airspace	0	24	30	10	0	0	0	0
4	Innermost Approach	0	20	40	8	0	0	0	0
5	Land Use	0	20	20	8	0	0	0	0
6	Property Map	0	8	20	8	0	0	12	8
7	Terminal Area	1	40	40	8	0	0	0	0
8	Runway Departure Surface	0	20	20	8	0	0	0	0
<b>D. Subtotal</b>		<b>2</b>	<b>174</b>	<b>214</b>	<b>70</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>8</b>
<b>TOTALS</b>		<b>10</b>	<b>420</b>	<b>248</b>	<b>82</b>	<b>27</b>	<b>26</b>	<b>106</b>	<b>98</b>

ARTICLE III. TENTATIVE SCHEDULE

Date	Task/Activity Description
7/6/2016	Set Ground Control
7/20/2016	Aerial Flight
8/22/2016	Conduct Public/Stakeholder Meeting
8/31/2016	Complete Mapping
10/14/2016	Submit Draft Forecast & Critical Design Aircraft
1/13/2017	Submit Draft Narrative Report
4/21/2017	Submit Final Narrative Report & Digital Files
4/21/2017	Submit Draft ALP Drawings, PDF, & ALP Checklist
7/28/2017	Submit Final ALP Drawing Set & CAD files

ARTICLE IV. EXHIBITS

All Exhibits attached hereto are incorporated herein by reference and made a part hereof for all purposes as if fully set forth herein.

IN WITNESS WHEREOF, the SPONSOR and the CONSULTANT have executed this Task Order as of the date first written.

FOR THE CONSULTANT

  
\_\_\_\_\_

FOR THE SPONSOR  
CITY OF MUSCATINE

  
\_\_\_\_\_

Diana Broderson, mayor

Attached and Incorporated by Reference:

Exhibit A – Federal Provisions

**EXHIBIT A FEDERAL CONTRACT PROVISIONS**  
**TASK ORDER NO. 3**  
MASTER AGREEMENT FOR ENGINEERING SERVICES  
MUSCATINE MUNICIPAL AIRPORT  
FFY 2014 through FFY 2018

By entering into the Master Agreement for Engineering Services, along with Task Order No. 3, the CONSULTANT agrees to abide by the Federal Provisions included herein.

All references made to "Contract" shall pertain to said Task Order for Engineering Services.

All references made herein to "Contractor", "Bidder", and "Offeror" shall pertain to the CONSULTANT.

All references made herein to "Subcontractor" shall pertain to any and all subconsultants under contract with the CONSULTANT.

All references made herein to "Sponsor" shall pertain to City of Muscatine.

**ACCESS TO RECORDS AND REPORTS**

Reference: 2 CFR § 200.326, 2 CFR § 200.333

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**CIVIL RIGHTS – GENERAL**

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the

grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

## **CIVIL RIGHTS – TITLE VI ASSURANCES**

### **1) Title VI Solicitation Notice**

Reference: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

The **City of Muscatine**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

Reference: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

a) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

b) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

d) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

e) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

i. Withholding payments to the contractor under the contract until the contractor complies; and/or

ii. Cancelling, terminating, or suspending a contract, in whole or in part.

f) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs a) through f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### 3) **Title VI List of Pertinent Nondiscrimination Authorities**

Reference: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## **DISADVANTAGED BUSINESS ENTERPRISE**

Reference: 49 CFR part 26

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

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

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

Reference: 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **RIGHT TO INVENTIONS**

Reference: 2 CFR § 200 Appendix II(F)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

## **TRADE RESTRICTION CLAUSE**

Reference: 49 CFR part 30

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

## **TEXTING WHEN DRIVING**

(References: Executive Order 13513, and DOT Order 3902.10)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The contractor must include these policies in each third party subcontract involved on this project.

## **VETERAN'S PREFERENCE**

Reference: 49 USC § 47112(c)

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

## **TERMINATION OF CONTRACT**

Reference: 2 CFR § 200 Appendix II(B)

a) The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b) If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

c) If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

e) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

## **DEBARMENT AND SUSPENSION (NON-PROCUREMENT)**

References: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility

### CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website:

<https://www.sam.gov>.

2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

## **BREACH OF CONTRACT TERMS**

Reference 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of

this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## **CLEAN AIR AND WATER POLLUTION CONTROL**

References: 49 CFR § 18.36(i)(12) and 2 CFR § 200 Appendix II(G)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

## **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

Reference: 2 CFR § 200 Appendix II (E)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.