



# MUSCATINE



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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:** September 29, 2015

**Re:** Task Order #2: Master Agreement for Engineering Services for Construction Observation of Muscatine Municipal Airport Project "Reconstruct Runway 6/24 and Associated Taxiways"

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**INTRODUCTION:** The City of Muscatine continues to utilize Anderson-Bogert Engineers & Surveyors Inc. for design and consultant services at the Muscatine Municipal Airport.

**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. Anderson-Bogert Engineers & Surveyors Inc. will provide the required professional services to observe construction of the Muscatine Municipal Airport Project "Reconstruct Runway 6/24 and Associated Taxiways", FAA AIP Project No. 3-19-0063-020-2015, in an amount not to exceed \$130,538.55.

**RECOMMENDATION/RATIONALE:** The attached professional services agreement has been reviewed and approved by staff and the FAA project management staff. The cost for the project activity is provided through 90% Federal, 10% local cost share and is part of the FAA grant to reconstruction runway 6/24. It is recommended that the City Council approve the Task Order #2: Master Agreement for Construction Observation Engineering Services of Muscatine Municipal Airport Project "Reconstruct Runway 6/24 and Associated Taxiways"—with Anderson Bogert Engineers and Surveyors as attached hereto.

#### 1. Agreement for Engineering Services

**TASK ORDER NO. 2**  
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 Anderson-Bogert Engineers & Surveyors, Inc. (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: 2

PROJECT NAME: RECONSTRUCT RUNWAY 6/24 AND ASSOCIATED TAXIWAYS  
CONSTRUCTION OBSERVATION

PROJECT NUMBER: 3-19-0063-020

ARTICLE I. SCOPE

NARRATIVE – For the last six years, the airport has experienced nine pavement blow-ups on the main runway and its parallel taxiway; these blow-ups have required emergency patching. These pavements are approximately twenty years old and were designed with a twenty year design life. According to the September 2014 Iowa DOT pavement inspection, the PCI of 85% of Runway 6/24 was listed as 65. In 2013, the City hired a consultant to perform a petrographic analysis, which concluded that ASR had been causing expansion in the concrete that slowly caused the control and expansion joints in the pavement to close, making the pavement vulnerable to blow-ups in hot weather. The consultant expects these blow-ups to continue. Therefore, the City has decided to pursue an aggressive plan to reconstruct Runway 6/24 and its parallel and connecting taxiways. This task order will include construction observation for the reconstruction of Runway 6/24 and the connecting taxiways to the approximate edge of the runway safety area. The low bid for construction of this project was \$3,985,699.84. This work will be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the SPONSOR.

The CONSULTANT will team with the SPONSOR for the completion of construction observation and concrete testing. SPONSOR staff will conduct two days of

construction observation per week, while CONSULTANT staff will conduct construction observation on the remaining days. During paving, SPONSOR staff will conduct concrete testing including slump, air, temperature, casting and breaking of beams, and concrete core measurement. Professional services to be provided by the CONSULTANT shall include civil and geotechnical engineering services required to accomplish the following items:

A. CONSTRUCTION OBSERVATION

1. The on-site construction observer shall check in with SPONSOR staff by phone each day upon arrival at the construction site and each day when leaving the construction site.
2. Prepare a Construction Observation Program (COP) per AIP Sponsor Guide Section 1030. Submit COP to FAA for review and approval.
3. Conduct the pre-construction meeting with the Contractor, SPONSOR, and FAA. The CONSULTANT shall schedule the preconstruction meeting and shall prepare/distribute the meeting agenda and minutes.
4. Prepare and distribute Issued for Construction Plans and Specifications.
5. Review and approve partial and final estimates of work completed, as prepared and submitted by the Contractor. The Contractor will prepare the pay requests; the CONSULTANT will check the pay requests.
6. Provide consultation and advice to the SPONSOR during construction.
7. Coordinate the construction work schedule with the Fixed Base Operator (FBO) to ensure the minimum interruption of Airport operations during the construction period.
8. Provide review and approval of all contractor submittals and shop drawings required for construction. As a part of this process, Buy American requirements will be checked by the CONSULTANT.
9. Provide part time resident construction review and observation. General observation of the construction work shall include consulting and advisory services and necessary activities associated with changed field conditions. Resident construction review will include professional observations of the project, to help assure substantial

compliance with the plans, specifications, and contract documents. Resident services will include helping to ensure that all required inspections and tests are accomplished. SPONSOR will conduct two (2) days of construction observation per week. CONSULTANT construction observation staff will conduct observation on remaining days.

10. If required, prepare change orders, supplemental agreements, and the accompanying FAA required independent cost analyses. Coordinate all change orders and supplemental agreements with the FAA for a determination of AIP eligibility and reasonableness of costs, prior to implementing the change or seeking reimbursement. Submit a copy of the change order or supplemental agreement, along with the engineer's estimate of cost and the record of negotiations, prior to implementing the change or seeking reimbursement. For items of work that do not have an established unit price, prepare an engineer's estimate of cost prior to entering into negotiations with the contractor.
11. Conduct wage rate interviews; review Contractor payroll reports and compare to wage rate interview reports. Per the AIP Sponsor Guide, record wage rate interviews using GSA Standard Form 1445.
12. Prepare and distribute weekly working day reports, along with weekly construction progress and inspection reports (FAA Form 5370-1 or a form with equivalent content).
13. Provide coordination with Nav/Com Sector Field Office, FAA, Cedar Rapids on runway closures. Coordinate directly with Cedar Rapids System Support Center (SSC) Manager, Michael Bendixen at (319) 363-7175 or [michael.bendixen@faa.gov](mailto:michael.bendixen@faa.gov). Submit Strategic Events Coordination Form no less than 45 calendar days prior to the need to turn off FAA-owned NAVAIDs for construction phase.
14. Accompany SPONSOR and Contractor on final inspection; prepare punchlist of remaining items for Contractor to complete. CONSULTANT shall track punch list items to their completion and note the SPONSOR acceptance date of each punch list item. CONSULTANT shall complete the Final Inspection Report (FAA Form 5100-17).
15. Assurance testing of materials and compaction per FAA AC 150/5370-10G, to include P-152 Embankments and P-209/219 Crushed Aggregate Base Course pre-testing and on-site testing. The SPONSOR

shall provide P-501 PCC Pavement Concrete Testing.

B. SPECIAL SERVICES

Additional Services To Be Provided By The CONSULTANT Shall Include:

1. Monitor the Contractor's compliance with DBE Requirements. Verify actual participation by DBE subcontractors, including commercially useful functions.
2. Prepare all required FAA SPONSOR certification forms per Section 800 of the AIP Sponsor Guide.
3. Prepare FAA quarterly performance reports.
4. Provide FAA notification of the staging/storage areas and haul routes by entering OEAAA cases for the four corners of each staging area and at least three points of the haul route into the FAA website. Coordinate with the contractor on the height of the most demanding piece of equipment that will be used on a regular basis.
5. Coordination of project status with airport tenants/stakeholders; coordination efforts may include mailings, e-mails, City website postings, and terminal building postings.
6. After temporary erosion and sediment control measures have been removed and the site has achieved final stabilization, complete and submit to the Iowa Department of Natural Resources a Notice of Discontinuation of Storm Water Discharge covered under Iowa NPDES General Permit No. 2 for Construction Activities.
7. Prepare "Record Drawings" based upon our best recorded knowledge of the completed construction.
8. Prepare required FAA report and forms for closeout of project.

ARTICLE II. COMPENSATION

The SPONSOR agrees to compensate the CONSULTANT for performing engineering services on a **COST-PLUS-FIXED FEE NOT TO EXCEED BASIS** as described below:

A. Construction Observation ..... \$105,643.12

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

B. Special Services..... \$24,895.43

**TOTAL PROJECT COMPENSATION NOT TO EXCEED ..... \$130,538.55**

Per the following Cost Summaries and Work Plans.

**Cost Summary - A. Construction Observation Phase**

<b>Direct Salary Costs</b>			
<u>Title</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Cost</u>
Principal	21	\$86.60	\$1,818.65
Project Manager	300	\$46.84	\$14,053.32
Construction Observer	80	\$25.45	\$2,036.10
CAD Technician	0	\$33.14	\$0.00
Word Processing/Acct	18	\$26.62	\$479.07
Survey Department Manager	8	\$35.60	\$284.77
Surveyor	8	\$18.56	\$148.48
<i>Total Direct Salary Costs</i>			\$18,820.41
<b>Labor &amp; General Administrative Overhead</b>			
Percentage of Direct Salary Costs 105%			\$19,761.43
<b>Subtotal Items 1 &amp; 2</b>			<b>\$38,581.83</b>
<b>Fixed Fee @ 15%</b>			<b>\$5,787.28</b>
<b>Direct Non-Salary Expense</b>			
Transportation			\$2,875.27
<b>Total Direct Non-Salary Costs</b>			<b>\$2,875.27</b>
<b>Subconsultant Expenses (Geotechnical)</b>			<b>\$28,340.00</b>
<b>Subconsultant Expenses (Observation)</b>			<b>\$30,058.74</b>
<b>Grand Total (3+4+5+6+7)</b>			<b>\$105,643.12</b>

**Cost Summary - B. Special Services**

<b>1</b>	<b>Direct Salary Costs</b>			
	<u>Title</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Cost</u>
	Principal	0	\$86.60	\$0.00
	Project Manager	164	\$46.84	\$7,682.48
	Construction Observer	40	\$25.45	\$1,018.05
	CAD Technician	40	\$33.14	\$1,325.40
	Word Processing/Acct	16	\$26.62	\$425.84
	Survey Department Manager	2	\$35.60	\$71.19
	Surveyor	2	\$18.56	\$37.12
	<i>Total Direct Salary Costs</i>			\$10,560.10
<b>2</b>	<b>Labor &amp; General Administrative Overhead</b>			
	Percentage of Direct Salary Costs 105%			\$11,088.10
<b>3</b>	<b>Subtotal Items 1 &amp; 2</b>			<b>\$21,648.20</b>
<b>4</b>	<b>Fixed Fee @ 15%</b>			<b>\$3,247.23</b>
<b>5</b>	<b>Direct Non-Salary Expense</b>			
	Transportation			\$0.00
	<b>Total Direct Non-Salary Costs</b>			<b>\$0.00</b>
<b>6</b>	<b>Subconsultant Expenses (Geotechnical)</b>			<b>\$0.00</b>
<b>7</b>	<b>Subconsultant Expenses (Observation)</b>			<b>\$0.00</b>
<b>8</b>	<b>Grand Total (3+4+5+6+7)</b>			<b>\$24,895.43</b>

### Work Plan

No.	Task	Principal	Project	Const.	CAD		Survey	
		Hours	Manager	Observer	Tech	Clerical	Manager	Surveyor
			Hours	Hours	Hours	Hours	Hours	Hours
<b>A.</b>	<b>Construction Observation</b>							
1	Coordinate with Sponsor		3					
2	COP		20			3		
3	Pre-construction Meeting	7	20			2		
4	Distribute Plans		2			2		
5	Pay Estimates		40			2		
6	Consultation		3					
7	Coordinate with FBO		8					
8	Shop Drawings		24			1		
9	Construction Observation	7	80	80			8	8
10	Change Orders		24			2		
11	Wage Rates		20			2		
12	Weekly Reports		24			2		
13	Coordination with FAA SSC		12					
14	Final Inspection	7	20			2		
	<b>A. Subtotal</b>	<b>21</b>	<b>300</b>	<b>80</b>	<b>0</b>	<b>18</b>	<b>8</b>	<b>8</b>
<b>B.</b>	<b>Special Services</b>							
1	DBE		8					
2	Sponsor Certification		8			2		
3	Quarterly Reports		4			2		
4	Staging/Storage Area Notification		8				2	2
5	Stakeholder Updates		20			4		
6	NPDES		4			2		
7	Record Drawings		16	40	40			
8	Closeout Documents		56			4		
	<b>B. Subtotal</b>	<b>0</b>	<b>164</b>	<b>40</b>	<b>40</b>	<b>16</b>	<b>2</b>	<b>2</b>

ARTICLE III. TENTATIVE SCHEDULE

Date*	Task/Activity Description
6/25/2015	Receipt of Bids
7/2/2015	Submit Grant Application
8/20/2015	Establish Grant Agreement
9/3/2015	Execute Contractor Agreement
3/1/2016	Hold Pre-Construction Meeting
3/4/2016	Issue Notice to Proceed to Contractor
8/26/2016	Substantial Completion
8/26/2016	Final Inspection
9/30/2016	Final Acceptance
12/30/2016	Submit Grant Closeout Documentation

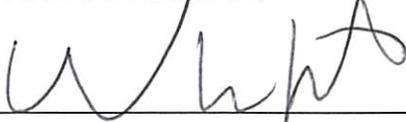
\*Pending approval and timing of federal funding

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



William W. Bogert, P.E., President

FOR THE SPONSOR  
CITY OF MUSCATINE



Mayor

Attached and Incorporated by Reference:

Exhibit A – Federal Provisions

**EXHIBIT A FEDERAL PROVISIONS**  
**TASK ORDER NO. 2**  
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. 2, 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" 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 **Sponsor**, 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:

1. **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.

2. **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.

**3. 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.

**4. 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.

**5. 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:

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

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

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six 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 {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} 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 {Name of Recipient}. 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**

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)**

(Reference: 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: <http://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**

(Reference: 49 CFR § 18.36(i)(12))

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.