



ITEM 11M

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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  
Steve Boka, Director of Community Development

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

**Date:** June 2, 2014

**Re:** Task Order #1: Agreement for Engineering Services for Runway Reconstruction Project-  
Design and Final Design

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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. Runway reconstruction is the first priority as we move forward with the 5 year CIP at the 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. The City Council 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 design alternatives and complete final design.

**RECOMMENDATION/RATIONALE:** The attached professional services agreement has been reviewed and approved 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 #1: Agreement for Engineering Services Related to Design and Final Design of the Runway Reconstruction Project- with Anderson Bogert Engineers and Surveyors as attached hereto.

1. Agreement for Engineering Services

**TASK ORDER NO. 1**  
**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: 1

PROJECT NAME: REHABILITATE RUNWAY 6-24 (DESIGN ONLY)

PROJECT NUMBER: 3-19-0063-019

ARTICLE I. SCOPE

NARRATIVE – For the last five years, the airport has experienced seven 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 December 2010 Iowa DOT Pavement Management Report, the PCI of 85% of Runway 6/24 was listed as 70. 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 rehabilitate Runway 6/24 and its parallel and connecting taxiways. This project scope will include the design for the rehabilitation of Runway 6/24, the connecting taxiways to the approximate edge of the runway safety area, the turnaround on the approach end of Runway 24, and possibly the turnaround on the approach end of Runway 6, pending FAA approval. The preliminary estimate of probable construction cost for this project is approximately \$4,220,000. This work will be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the airport.

Professional services to be provided by the CONSULTANT shall include civil and geotechnical engineering services required to accomplish the following items:

#### A. DESIGN PHASE

##### Preliminary

1. Attend **pre-design teleconference** with the SPONSOR and FAA, per FAA Central Region Airports Division AIP Sponsor Guide Section 910, to discuss project issues including design parameters, airport operational safety considerations, construction sequencing, and environmental considerations.
2. Provide topographic site survey required for engineering design of the project, including establishment of project control points.
3. Prepare **pavement design report** to include existing pavement conditions, existing aircraft operations, various pavement options, life cycle cost analysis, analysis of locally available resources (including ASR testing), recommendations, geotechnical reports, PCI data, and petrographic data. Consideration shall be given to recycling/crushing the existing pavement for use as aggregate base. Due to previous ASR (alkali-silica reaction) problems with local aggregate, coordinate with quarries on available alternatives. Provide ASR testing for up to three different material sources (includes coarse and fine aggregate sample from each source). Pavement design shall be in conformance with FAA Advisory Circular 150/5320-6. The pavement design report will be submitted as draft for FAA review and then final. Ultimately, the pavement design report will be included as an appendix to the Engineer's Report.
4. Prepare **engineer's design report** to cover the following items:
  - A. Inspect the three existing storm water culverts that cross the runway to confirm they do not need to be replaced. Coordinate with the City and airport manager on any drainage issues and address any recommended drainage improvements.
  - B. Provide discussion about including sign replacement in the project scope.
  - C. Coordinate with City and airport manager on the existence of any secondary maintenance issues that should be addressed by the project and include a discussion of these items.

D. Address potential solutions to avoiding long term erosion problems alongside the runway, due to the difficulty of growing and maintaining grass in the sandy soil. Consult with local USDA extension office, local college agricultural department, and local landscape companies for recommendations on airport-friendly native grass that will do well in sandy soils.

E. Investigate the geotechnical properties of the existing subgrade soils. This investigation shall supplement the geotechnical report from a previous runway rehabilitation project. The geotechnical engineer shall use the previously completed soil boring logs, along with additional soil borings as they feel are necessary, to provide updated subgrade preparation recommendations for this project. In the report, the geotechnical engineer shall address any recommended subgrade treatments.

F. Geotechnical investigation findings, design methodology and recommendations, preliminary quantities, engineer's cost opinion, project budget, construction phasing/staging plan, and pavement design report (as an appendix section). The content and format of the report shall follow FAA Central Region Airports Division AIP Sponsor Guide Section 920.

G. For construction phasing/staging, the staging provided will minimize impacts to the airport and will keep the airport operational as much as possible, while meeting all FAA safety standards.

H. Strategize bidding procedures and pavement section alternatives to provide a basis for competitive bidding. As a part of the report, the CONSULTANT shall advise the SPONSOR as to options available for reducing construction costs to stay within the budget, if it appears likely that bid prices will exceed the budget.

5. Prepare **preliminary plans (50% complete)** for review and comment by the FAA and SPONSOR. In preparing the preliminary plans, check existing runway and taxiway geometry against FAA Advisory Circular 150/5300-13A, Airport Design, for any required changes. In addition, the scope shall include the design of any changes to drainage and lighting required by new taxiway or turnaround geometry. The preliminary plan submittal shall include the draft Construction Safety and Phasing Plan (CSPP).

Final

1. Incorporate/respond to preliminary design comments and prepare **construction plans for bidding** as listed in the table below. Only one bid package is anticipated.

**Estimated Project Drawings**

Sheet Title	# Sheets	
	50%	95%/100%
Cover Sheet	1	1
General Information Sheet	1	1
Project Layout Plan	1	1
Survey Control	2	2
Safety & Construction Phasing Plan	2	2
Safety Details		1
Removal Plan	1	4
Typical Pavement Cross Sections	1	2
Quantity Tabulations	4	4
Grading and Drainage Plan	3	7
Grading and Drainage Details		3
Runway Plan & Profile Sheets	12	12
Taxiway Plan & Profile Sheets	4	4
Intersection Plan	4	4
Pavement Jointing Plan	4	4
Paving Details		2
Pavement Marking Plan	4	4
Pavement Marking Details		2
Electrical & Lighting Plan	2	2
Guidance Sign Schedule & Details	1	2
Erosion Control & Storm Water Pollution Prevention Plan	2	2
Erosion Control Details		2
Pavement Cross Sections	24	24
<b>TOTAL</b>	<b>73</b>	<b>92</b>

Drawing standards and project plan organization shall be in accordance with FAA Central Region Airports Division AIP Sponsor Guide Section 931.

2. Complete the stand-alone **safety and phasing plan** that addresses all sixteen items listed in FAA Advisory Circular 150/5370-2, Operational Safety on Airports during Construction.
3. Prepare **project manual** including contract documents and specifications, as detailed in the tables below.

### Estimated Specifications

<b>Front End Specifications</b>
Cover
Table of Contents
Certifications
Notice of Letting
Instructions to Bidders
Proposal Form
DBE Utilization Statement
DBE Letter of Intent
Buy American Forms
Bid Bond
Form of Contract
Performance Bond
Payment Bond
Federal Provisions
Local Provisions
Soil Boring
Logs/Geotechnical Report
FAA Advisory Circular 150/5370-2F
Wage Rate Determination
General Provisions

<b>Technical Specifications</b>	
<b>#</b>	<b>Name</b>
P-152	Excavation and Embankment
P-156	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control
IDOT 2111	Granular Subbase
P-219	Recycled Concrete Aggregate Base Course
P-304	Cement-Treated Base Course
P-505	PCC Pavement (State Mix)
P-605	Joint Sealing Filler
P-610	Structural Portland Cement Concrete
P-620	Runway and Taxiway Painting
P-621	Saw-Cut Grooves
D-701	Pipe for Storm Drains and Culverts
T-901	Seeding
T-905	Topsoiling
T-908	Mulching
L-108	Underground Power Cable for Airports
L-110	Airport Underground Electrical Duct Banks and Conduits

Develop technical specifications using Advisory Circular 150/5370-10, Standards for Specifying Construction of Airports. Develop front-end documents using the sample contract documents provided on the FAA website. Include Buy American Preferences as specified in the FAA AIP Sponsor Guide. The revised CSPP will be included as an appendix in the project manual.

4. Design all improvements in accordance with FAA standards and guidelines.
5. Calculate final plan quantities; prepare final engineer's opinion of probable construction cost and compare to project budget. Include these items in the final Engineer's Report.
6. Submit 95% plans and specifications for review and approval by the SPONSOR and by the FAA. Incorporate resulting final design review comments into the bid documents.
7. In-depth conferences with the SPONSOR and FAA for planning and coordination; up to five conferences are anticipated.

8. Provide deliverables as detailed in the table below.

**Deliverables**

	50% Submittal			100% Submittal		
	Plans	Project Manual	Engineer's Report	Plans	Project Manual	Engineer's Report
Sponsor	3	3	3	3	3	3
FAA	1	1	1	1	1	1
Engineer	1	1	1	1	1	1
Geotechnical Sub	1	1	1	1	1	1
Plan Rooms				10	10	
Bidders/Suppliers				25	25	
<b>TOTAL</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>41</b>	<b>41</b>	<b>6</b>

**B. BIDDING PHASE**

1. Issue copies of plans and project manual to bidders, subcontractors, DBE contractors, FAA, SPONSOR, and other interested parties/government agencies.
2. Assist in publicizing the proposed construction project to secure competitive bids.
3. Field questions from contractors and suppliers.
4. Assist with the pre-bid conference and bid opening.
5. Prepare and issue addenda, if required.
6. Assist the City with review of and tabulation of the bids and make recommendation for award of contract.

C. SPECIAL SERVICES

Additional Services To Be Provided By The CONSULTANT Shall Include:

1. Assist the SPONSOR with the preparation and administration of their DBE Program.
2. Fill out the FAA Grant Application.
3. Prepare all required FAA SPONSOR certification forms per Section 800 of the AIP Sponsor Guide.
4. Coordinate public notice of storm water discharge and file complete Notice of Intent for NPDES Coverage under General Permit to the IDNR.
5. Coordination of project with airport tenants including mailings, e-mails, City website postings, terminal building postings, phasing plan display in the terminal building, conducting an open house style meeting during a regularly scheduled airport advisory commission meeting, and gathering stakeholder comments. Provide a brochure for distribution to stakeholders that explains the project scope, schedule, and construction phasing.
6. Research and coordination for title opinion and certificate of title for all existing airport properties.
7. Provide FAA notification of the geotechnical subconsultant's proposed drill rig locations, by entering OEAAA cases into the FAA website, so that an airspace review of the drill rig can be conducted by the FAA.

ARTICLE II. COMPENSATION

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

1.	Design Phase	
	a. Preliminary .....	\$171,091.72
	b. Final .....	\$100,474.93
2.	Bidding Phase .....	\$20,579.05
3.	Special Services.....	\$18,814.05
	<b>TOTAL.....</b>	<b>\$310,959.75</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	68	\$84.08	\$5,717.44
	Project Manager	1,428	\$45.48	\$64,945.44
	Design Engineer	668	\$24.71	\$16,506.28
	CAD Technician	644	\$32.17	\$20,717.48
	Word Processing/Acct (Clerical)	228	\$25.84	\$5,891.52
	Survey Department Manager	28	\$34.56	\$967.68
	Surveyor	88	\$18.02	\$1,585.76
	<i>Total Direct Salary Costs</i>			<b>\$116,331.60</b>
2	<b>Labor &amp; General Administrative Overhead</b>			
	Percentage of Direct Salary Costs 105%			\$122,148.18
3	<b>Subtotal Items 1 &amp; 2</b>			<b>\$238,479.78</b>
4	<b>Fixed Fee @ 15%</b>			<b>\$35,771.97</b>
5	<b>Direct Non-Salary Expense</b>			
	Transportation			\$1008.00
	<i>Total Direct Non-Salary Costs</i>			<b>\$1008.00</b>
6	<b>Subconsultant Expenses (Geotechnical)</b>			<b>\$35,700</b>
7	<b>Grand Total (3+4+5+6)</b>			<b>\$310,959.75</b>

### Work Plan

Task	Principal	Project	Design	CAD	Clerical	Survey	Surveyor
	Hours	Manager	Engineer	Tech		Manager	Hours
<b>Design Phase</b>							
Preliminary	26	736	336	324	8	28	88
Final	26	424	328	308	120		
<b>Bidding Phase</b>							
	12	120	4	4	76		
<b>Special Services</b>							
	4	148		8	24		
<b>Totals</b>	<b>68</b>	<b>1428</b>	<b>668</b>	<b>644</b>	<b>228</b>	<b>28</b>	<b>88</b>

### ARTICLE III. SCHEDULE

Date	Task/Activity Completed
8/29/14	Engineer's Report
12/19/14	Preliminary Plans
2/27/15	95% Plans & Specifications
3/19/15	Council pass resolution to set a public hearing date for 4/2/15 for considering the plans and specifications and for establishing a bid date
3/20/15	Bid documents complete
4/2/15	Public hearing on plans and specs/council establish bid date
4/3/15	Notice to bidders published
4/21/15	Open bids
5/7/15	Council approve low bidder (conditional to FAA concurrence)
6/4/15	Council approve contract and bonds from contractor (conditional to FAA concurrence)

If possible and if agreed to by both parties and by the FAA, the schedule will be accelerated, so that bids can be opened sooner than indicated in the above table.

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

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William W. Bogert, P.E., President

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Attached and Incorporated by Reference:

Exhibit A – Federal Provisions

**EXHIBIT A FEDERAL PROVISIONS**  
**TASK ORDER NO. 1**  
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. 1, the CONSULTANT agrees to abide by the Federal Provisions included herein.

All references made to "Contract" shall pertain to said Master Agreement 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.

**1 – ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration (FAA), and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this 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.

**2 – BUY AMERICAN PREFERENCE**

This provision is omitted as none of the identified deliverables constitute a manufactured product.

**3 – CIVIL RIGHTS: GENERAL PROVISIONS**

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 Contractor through the completion

of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

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

##### Title VI Solicitation Notice:

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 the Contractor 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.

##### Title VI Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- 1. Compliance with Regulations:** The Contractor 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 this 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 FAA to be pertinent to ascertain compliance with such

Acts, Regulations, and instructions. Where any information required of a contractor/subcontractor 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 FAA, 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 nondiscrimination provisions of this Contract, the Sponsor will impose such contract sanctions as it or the FAA 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 the 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 FAA 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.

#### *Title VI List of Pertinent Nondiscrimination Statutes and Authorities*

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest, 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 U.S.C. § 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 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, the Contractor must take reasonable steps to ensure that LEP persons have meaningful access to the Contractor's programs (70 FR 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits the Contractor from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

## **5 – DISADVANTAGED BUSINESS ENTERPRISES**

Contract Assurance (§26.13) – The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of their contracts. 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 Sponsor deems appropriate.

Prompt Payment (§26.29) – The Contractor agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than 30 calendar days from the receipt of each payment the Contractor receives from the Sponsor. The Contractor agrees further to return retainage payments (if any) to each subcontractor within 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.

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

This provision is incorporated by reference to 29 U.S.C. § 201, et seq.

## **7 – LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

The Contractor certifies that by executing the Contract, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been or will be paid, by or on behalf of the Contractor, 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 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 Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Title 31, U.S.C., Section 1352. 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.

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

This provision is incorporated by reference to 29 CFR Part 1910.

## **9 – RIGHTS TO INVENTIONS**

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.

## **10 – TRADE RESTRICTION CLAUSE**

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 FAA 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 FAA 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, U.S.C., Section 1001.

## **11 – TERMINATION OF CONTRACT**

1. 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, shall be delivered to the Sponsor.
2. 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.
3. 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 to be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. 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.

5. 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.

## **12 – CERTIFICATE REGARDING DEBARMENT AND SUSPENSION**

By submitting a Contract for execution by the Sponsor, the Contractor certifies that at the time the Contractor submits said Contract 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 (Contractor Regarding Lower Tier Participants)*

The Contractor, 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 Contractor 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, 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.

## **13 – BREACH OF CONTRACT TERMS**

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.

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

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.

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

### **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 FAA 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 Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same 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 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.