

AIRPORT PLANNING SERVICES CONTRACT

This Agreement, entered into as of this ____ day of _____, 2018, by and between:

CARSON CITY AIRPORT AUTHORITY

2600 E. College Parkway #6
Carson City, NV 89706

hereinafter referred to
to as the **SPONSOR**

AND:

COFFMAN ASSOCIATES, INC.

4835 E. Cactus Road, Suite 235
Scottsdale, AZ 85254

hereinafter referred to
as the **CONSULTANT**

FOR THE PURPOSE of providing the following professional airport consulting services for the Carson City Airport (CXP).

- Airport Planning Services
- Airport Environmental Services
- Airport Grant Administration Services

The airport consulting services include a full range of aviation development needs for the Carson City Airport Authority as outlined in the Airport Authority's Request for Statement of Interest and Qualifications (RSIQ) issued on May 4, 2018. The services to be provided may include, but are not limited to, airport master planning services, NEPA environmental documentation, noise and land use compatibility planning, financial evaluations, benefit/cost analysis, grant administration services for Federal/State funded projects (including grant applications and grant reimbursement requests), and special services as defined in Federal Aviation Administration (FAA) Advisory Circular 150/5100-14E (Change 1). The services outlined above will be associated with those projects reasonably expected to be performed for the Airport within the next five (5) years. The associated projects are outlined in the RSIQ.

THE SPONSOR AND CONSULTANT do hereby mutually agree to the following:

ARTICLE ONE - SERVICES AND RESPONSIBILITIES

1.1 **Employment of the Consultant.** In consideration of the mutual promises contained in this Agreement, the SPONSOR engages the CONSULTANT to render professional airport consulting services in furtherance of the development, operation, and management of airports under the control of the Carson City Airport Authority, in accordance with all the terms and conditions contained in this Agreement, including those contained in all attached Authorization of Services for specific projects, which by this reference are made a part of this Agreement.

1.2 **Scope of Services.** The CONSULTANT shall do, perform and carry out in a satisfactory and proper manner, as determined by the SPONSOR, and other sponsoring agencies, the services generally outlined below and specifically indicated in future Authorization of Services attached and/or incorporated by reference hereto. The CONSULTANT is authorized to utilize the services of independent contractors, consultants, and subcontractors, when such services are warranted and agreed upon by the SPONSOR.

- (a) **General Services.** The CONSULTANT shall render services as the owner's professional airport planning consultant, giving consultation and advise as needed. The CONSULTANT shall provide general grant administration, fiscal planning and management services; including but not necessarily limited to, consultation regarding priority determination, funding sources and scheduling of work for the design and construction of airport maintenance and development projects.
- (b) **Planning and/or Environmental Studies.** For all services not covered under the above general services, separate Authorization of Services will be prepared as required. Each Authorization of Services for planning and/or environmental studies shall set forth the specific services to be performed; the time limits, if any, within which such services are to be performed; the compensation to be paid the CONSULTANT for its services; and other special conditions or provisions which apply to the particular study and are not addressed elsewhere in this Agreement. The CONSULTANT may elect not to perform any services before execution of such an Authorization of Services.

1.3 **Responsibility of the Consultant.** The CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of all services provided by the CONSULTANT under this Agreement.

1.4 **Responsibility of the Sponsor.** The SPONSOR shall cooperate with the CONSULTANT by making a diligent effort to provide everything reasonably necessary for the CONSULTANT to be able to provide its services, including all previous plans, drawings, specifications and design and construction standards; assistance in obtaining necessary access to public and private lands; legal, accounting, and insurance information required for various projects and necessary permits and approval of governmental authorities or other individuals.

1.5 **Subcontracts.** At the time subcontracted services are anticipated, the CONSULTANT shall notify the SPONSOR of the nature of and need for such services and identify the proposed subcontracting firm. The CONSULTANT must receive approval in writing from the SPONSOR prior to utilization of a subcontractor. CONSULTANT shall be responsible for the work of all subcontractors notwithstanding SPONSOR's approval of the subcontractor.

1.6 **Time of Performance.** The general services of the CONSULTANT shall be available on a continuous basis for a period of five (5) years commencing as of the date of this Agreement. Specific services outlined in all attached Authorization of Services shall be undertaken and completed in the sequence and timeframe specified in each Authorization of Services. It is understood that specific services, begun during the Time of Performance as outlined above, may require the services of the CONSULTANT beyond the termination date of this contract, in which

case, the provisions of this contract will remain in effect for the completion of that specific service.

ARTICLE TWO - COMPENSATION AND METHOD OF PAYMENT

2.1 **Compensation.** All compensation for services rendered by the CONSULTANT shall be based upon criteria established below which relate to the type of services provided and must be billed through the CONSULTANT.

(a) **General Services.** Compensation for general services authorized by the SPONSOR shall be based upon actual hours and expenses incurred by the CONSULTANT. The CONSULTANT and any of its subcontractors must provide certified hourly rate schedules which will be approved by and placed on file with the SPONSOR. Such hourly rate schedules will establish a certified billing note for each employee category which includes direct salary, overhead and profit and shall constitute the full and complete compensation per hour of services performed by the CONSULTANT. Eligible expenses shall be reimbursed by the SPONSOR based upon submittal of expense reports and/or receipts if requested. All eligible expenses will be outlined and generally approved by the SPONSOR beforehand and will include only non-overhead items directly related to the services performed, such as, but not limited to, transportation, subsistence, reproduction of documents, computer costs, and all purchases which become the property of the SPONSOR. The CONSULTANT may submit revised hourly rate schedules when changes occur and adjustments are necessary, provided that such changes are approved by the SPONSOR and no other adjustments have been approved during a period of no less than six months prior to the requested adjustment. A current hourly rate schedule is attached as Exhibit A.

(b) **Major Project Services.** Compensation for services rendered by the CONSULTANT that require a detailed work scope, extensive labor assignments or for work efforts that can be adequately estimated in advance, shall be negotiated with the SPONSOR and formally agreed to utilizing an Authorization of Services amendment to this Agreement. An Authorization of Services shall include cost estimates by task and will result in a fixed fee for the service, unless otherwise specified. This fee will constitute full and complete compensation for services performed by the CONSULTANT and/or its subcontractors.

2.2 **Method of Payment.** The SPONSOR shall pay to the CONSULTANT the appropriate rate or fixed price amount for services rendered as described in Paragraph 2.1 of this Agreement only after the CONSULTANT has specified that he has performed the services and is entitled to the amount requisitioned under the terms of this Agreement.

(a) **General Services.** For general services, the CONSULTANT shall submit a requisition for payment outlining actual hours and expenses incurred once the services are performed or at monthly intervals. Payments shall be subject to receipt of requisitions for payment from the CONSULTANT specifying that he has performed the services and is entitled to the full amount requisitioned under the terms of this Agreement.

(b) Major Project Services. For services rendered under an Authorization of Services, the SPONSOR shall pay to the CONSULTANT not more than the fixed-fee amount set out in the particular Authorization of Services. Payment shall be at monthly intervals subject to receipt of requisitions for payment from the CONSULTANT specifying that he has performed the services and is entitled to the full amount requisitioned under the terms of the Authorization of Services. Requisitions for payment will be based upon the expenses actually incurred, and upon the CONSULTANT's estimate of the services actually completed during the monthly billing period in relation to all services to be performed under that particular Authorization of Services.

2.3 Consultant Responsibilities for Compensation. The CONSULTANT shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All requisitions for payment shall be for work completed unless otherwise agreed to by the SPONSOR. The CONSULTANT shall also prepare the necessary forms and Requisitions for Payment under the State and/or Federal project grant application requirements.

2.4 Billing Address. All billing will be sent to the Airport Manager, Carson City Airport Authority, 2600 E. College Parkway #6, Carson City, NV 89706.

2.5 Sponsor Responsibilities for Compensation. The SPONSOR agrees to pay the CONSULTANT'S invoices net upon receipt. At no time will payment of requisitions exceed thirty (30) days from the date of the invoice without notification to the CONSULTANT, however, for services eligible for federal funding, the SPONSOR shall not be responsible for payment to the CONSULTANT until SPONSOR receives funding for such payment. Only at such time as the necessary funds are received by the SPONSOR pursuant to federal grants shall the SPONSOR tender payments to the CONSULTANT as set forth herein. It is expressly understood that the payment process outlined above builds in provisions for the CONSULTANT to carry Consulting costs for no more than sixty (60) days to minimize interest overheads and provide more planning man-hours for each available dollar. It is also expressly understood that the SPONSOR has the right to withhold payment on any invoice if he feels that the CONSULTANT has not performed the requisitioned work efforts in a satisfactory manner. If the SPONSOR does decide to withhold payments to the CONSULTANT for any reason, he must provide written notifications and an explanation to the CONSULTANT within ten (10) days of the date of the invoice. If any payments are not made when due, then the CONSULTANT may suspend services under this Agreement until payment has been made in full or other satisfactory arrangements have been made.

ARTICLE THREE - CHANGES TO THE SCOPE OF SERVICES

The SPONSOR may, at any time, and by written order, make changes in the services to be performed under this Agreement. If such changes cause an increase or decrease in the CONSULTANT'S cost or time required for performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the CONSULTANT for adjustment under this clause must be submitted in writing

within thirty (30) days from the date or receipt by the CONSULTANT of the notification of change.

ARTICLE FOUR - TERMINATION OF THE AGREEMENT

The SPONSOR may, by written notice to the CONSULTANT, terminate this contract in whole or in part at any time, either for the SPONSOR's convenience or because of the failure of the CONSULTANT to fulfill his contract obligations. Upon receipt of such notice, the CONSULTANT shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the SPONSOR all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing this contract, whether completed or in process.

This Agreement may be terminated in whole or in part by the CONSULTANT in the event of substantial failure by the SPONSOR to fulfill its obligations.

If the termination is for the convenience of the SPONSOR, the SPONSOR shall pay the CONSULTANT for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

If the termination is due to the failure of the CONSULTANT to fulfill his contract obligations, the SPONSOR may take over the work and prosecute the same to completion, by contract or otherwise.

ARTICLE FIVE – FEDERAL CONTRACT PROVISIONS

CONSULTANT shall comply with the statements as set forth in "Exhibit B" hereto. Where the word Contractor is used in "Exhibit B" it shall mean "CONSULTANT". In the event of any conflict between the provisions of this Agreement and Exhibit B, the provisions of Exhibit B shall prevail.

ARTICLE SIX - SUSPENSION OF WORK

The SPONSOR may order the CONSULTANT, in writing, to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the SPONSOR.

If the performance of all or any part of the work is, for any unreasonable period of time, suspended or delayed by an act of the SPONSOR in the administration of this contract, or by its failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this contract necessarily caused by such unreasonable suspension or delay, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the CONSULTANT, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

ARTICLE EIGHT - INSURANCE

The CONSULTANT or any subcontractor, if specified, shall maintain during the life of this Agreement, the following minimum public liability and property damage insurance which shall protect the CONSULTANT from claims for injuries including accidental death, as well as from claims for property damages which may arise from the performance of work under this Agreement and the limit of liability for such insurance shall be as follows:

- (a) Comprehensive general liability, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
- (b) Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
- (c) Statutory worker's compensation and employer's liability insurance for the State of Nevada.

The CONSULTANT shall submit to the SPONSOR certificates of insurance with assurances that the SPONSOR will be notified at least 30 days prior to cancellation or any policy changes. The certificate or insurance shall name the SPONSOR as additionally insured.

ARTICLE NINE - INTERESTS AND BENEFITS

8.1 **Interest of Consultant.** The CONSULTANT covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement, no person having any such interests shall be employed.

8.2 **Interest of Sponsor Members and Others.** No officer, member, or employee of the SPONSOR and no member of its governing body, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interests, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE NINE - ASSIGNMENT

The CONSULTANT shall not assign any interest in this contract, and shall not transfer any interest in the same without the prior written consent of the SPONSOR thereto: provided, however, that claims for money due or to become due to the CONSULTANT from the SPONSOR under this contract may be assigned to a bank, trust company, or other financial

institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the SPONSOR.

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

FOR THE CONSULTANT

FOR THE SPONSOR

Coffman Associates, Inc.

Carson City Airport Authority

By: _____

James M. Harris
President

By: _____

Attest: _____

Attest: _____

Approved as to form:

Legal Counsel

DRAFT

EXHIBIT A

**COFFMAN ASSOCIATES, INC.
FEE SCHEDULE*
January 1, 2018 – December 31, 2018**

<u>Employee Category</u>	<u>Hourly Rate</u>
Principal	\$300.00
Senior Professional	\$252.00
Professional.....	\$182.00
Technical/Support.....	\$130.00
Expenses - Billed at Actual Cost	

*This Fee Schedule shall be in effect until December 31, 2018. Following this date, a new Fee Schedule will be submitted.

EXHIBIT B
FEDERAL CONTRACT PROVISIONS
FOR PROFESSIONAL SERVICES (A/E) CONTRACTS

The following provisions, if applicable, are hereby included in and made part of the attached Contract between the CARSON CITY AIRPORT AUTHORITY (SPONSOR) and COFFMAN ASSOCIATES, INC. (CONSULTANT).

It is understood by the SPONSOR and the CONSULTANT that the FAA is not a part of this Agreement and will not be responsible for Project costs except as should be agreed upon by SPONSOR and the FAA under a Grant Agreement for the Project.

1. ACCESS TO RECORDS AND REPORTS. (Reference: 2 CFR § 200.326, 2 CFR § 200.333))

The CONSULTANT must maintain an acceptable cost accounting system. The CONSULTANT 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 CONSULTANT which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The CONSULTANT 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. BREACH OF CONTRACT TERMS. (Reference 49 CFR part 18.36(i)(1))

Any violation or breach of terms of this contract on the part of the CONSULTANT or its subconsultants 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.

3. CIVIL RIGHTS PROVISIONS— GENERAL. (Reference: 49 USC § 47123)

The CONSULTANT 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.

4. CIVIL RIGHTS – TITLE VI ASSURANCES

Title VI Clauses for Compliance with Nondiscrimination Requirements

(Source: 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 CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees as follows:

- 1). **Compliance with Regulations:** The 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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT of the CONSULTANT’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 CONSULTANT 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 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT 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 CONSULTANT'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 CONSULTANT under the contract until the CONSULTANT complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6). **Incorporation of Provisions:** The CONSULTANT will include the provisions of paragraphs 7.1 through 7.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONSULTANT may request the SPONSOR to enter into any litigation to protect the interests of the SPONSOR. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

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

- 1). 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);
- 2). 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);
- 3). 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);
- 4). 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;
- 5). The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- 6). 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);
- 7). 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);
- 8). 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;
- 9). 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);
- 10). 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;
- 11). 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);
- 12). 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).

5. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The CONSULTANT, 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 CONSULTANT 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.

6. CLEAN AIR AND WATER POLLUTION CONTROL.

(Reference: 49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II(G))

CONSULTANT 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 CONSULTANT 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.

7. DISADVANTAGED BUSINESS ENTERPRISES

- 1). **Contract Assurance** (§26.13) - The CONSULTANT and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONSULTANT 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.
- 2). **Prompt Payment** (§26.29) - The CONSULTANT agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty days from the receipt of each payment the CONSULTANT receives from SPONSOR. 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.

8. 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 CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. The CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

9. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES. (Reference:49 CFR part 20, Appendix A)

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, 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.

10. 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 CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. The CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

11. TERMINATION OF CONTRACT (Reference: 49 CFR § 18.36(i)(2))

- 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 CONSULTANT's obligations, the SPONSOR may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONSULTANT is be 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 CONSULTANT 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.

12. TRADE RESTRICTION (Reference: 49 CFR part 30)

The CONSULTANT 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 CONSULTANT or subcontractor who is unable to certify to the above. If the CONSULTANT knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the SPONSOR cancellation of the contract at no cost to the Government.

Further, the CONSULTANT 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 CONSULTANT may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The CONSULTANT shall provide immediate written notice to the SPONSOR if the CONSULTANT learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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.

16. 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 CONSULTANT 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 CONSULTANT must include these policies in each third party subcontract involved on this project.

17. 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.