

ARCHITECT/ENGINEER AGREEMENT
Between

City of Grand Rapids, Minnesota

(OWNER)

and

Short Elliott Hendrickson Inc.

(CONSULTANT)

for

PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the City of Grand Rapids, Minnesota, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

That the OWNER and CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

The OWNER agrees to and hereby does retain and employ CONSULTANT and CONSULTANT agrees to perform Architectural, Engineering and/or other Professional Services for the project at the Grand Rapids/Itasca County Airport, entitled:

2025 Taxiway A (South) Reconstruction – Phase 1 Construction Administration

hereinafter referred to as the Project.

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A1, a part hereof, and may be financed in part by grant-in-aid programs of the Minnesota Department of Transportation (Mn/DOT), Office of Aeronautics, and/or the Federal Aviation Administration (FAA) as described in Article 14.

ARTICLE 2. PERIOD OF SERVICE

Compensation for CONSULTANT'S services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of CONSULTANT'S services through completion. In this regard, if the services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of CONSULTANT, any lump sum or maximum payment amounts shall be equitably adjusted.

ARTICLE 3. COMPENSATION TO CONSULTANT

A. Compensation to CONSULTANT for services described in this Agreement shall be on a Lump Sum basis, Cost Reimbursement Plus Fixed Fee basis and/or an Hourly Rate basis, as designated in the box below, and in ATTACHMENT B1 and B2 and as hereinafter described.

- ☒ 1. A Lump Sum method of payment for CONSULTANT'S services shall typically apply to all or parts of a work scope here CONSULTANT'S tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on an estimated percentage of completion of CONSULTANT'S services.

Reimbursement for Direct Expenses incurred in the performance of the work shall be included in the Lump Sum amount, unless otherwise set forth in ATTACHMENT B1 and B2.

- ☐ 2. A Cost Reimbursement Plus Fixed Fee method of payment for CONSULTANT'S services shall typically apply to all or parts of work scope where CONSULTANT'S tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be established with any reasonable degree of accuracy. Under a Cost Reimbursement Plus Fixed Fee method of payment, the CONSULTANT shall be paid for the actual costs of providing required services plus a fixed fee payment as defined in FAA Advisory Circular 150/5100-14B, dated November 21, 1988, and as further defined as follows:

- a. Direct Salary Costs incurred by CONSULTANT for employee's time directly chargeable to the Project, and in accordance with the CONSULTANT'S SALARY SCHEDULE included in ATTACHMENT B1 and B2. Periodic revisions to the schedule may be made and any such revisions shall be submitted by CONSULTANT to the OWNER for approval.
- b. Overhead Costs including overhead on direct labor including, but not limited to, employment taxes, fringe benefits, holidays, vacation, and sick leave and all allowable general and administrative overhead costs. Overhead Costs shall be calculated as a percentage of Direct Salary Costs, with such percentage based on CONSULTANT'S audited records. The Overhead Rate to be applied to this Agreement and any special provisions relating thereto shall be set forth in ATTACHMENT B1 and B2.
- c. Direct Non-Salary Expenses incurred by CONSULTANT for costs directly chargeable to the project, including but not limited to:
 - 1) Travel and subsistence.
 - 2) Computer services.
 - 3) Outside professional and technical services.
 - 4) Identifiable reproduction and reprographic charges.
 - 5) Expendable field supplies and special field equipment rental.
 - 6) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.
- d. Fixed Fee. In addition to the above reimbursement of costs, CONSULTANT shall be paid a fixed fee in the amount set forth in Attachment B1 and B2. It is agreed that the fixed fee will be subject to adjustment in case of a work scope change, abandonment of the work prior to completion, or deletion of specific tasks.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, including a proportionate amount of the fixed fee. Invoices shall be accompanied by supporting evidence as required.

- ☐ 3. If no Federal funds are involved in this Agreement, an Hourly Rate method of payment for CONSULTANT'S services may be utilized as an alternative to the Lump Sum or Cost Reimbursement Plus Fixed Fee methods. Under an Hourly Rate method of payment, CONSULTANT shall be paid for the actual hours worked on the Project by CONSULTANT'S technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by CONSULTANT to OWNER upon request.

In addition to the foregoing, CONSULTANT shall be reimbursed at cost for the following Direct Expenses when incurred in the performance of the work:

- a. Travel and subsistence.
- b. Computer services.
- c. Owner approved outside professional and technical services.
- d. Identifiable reproduction and reprographic charges.
- e. Expendable field supplies and special field equipment rental.
- f. Other acceptable costs for such additional items and services as may be required by the Owner to fulfill the terms of this Agreement.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by support evidence as required.

- B. The OWNER, The Mn/DOT, Office of Aeronautics, the FAA, or their authorized representatives shall have access to CONSULTANT'S records for the purpose of accounting and audit. The CONSULTANT shall maintain all records relative to this Agreement for a period of not less than three years, subsequent to the OWNER'S final payment to CONSULTANT and until the project is financially closed-out by the FAA.

ARTICLE 4. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT

If CONSULTANT is of the opinion that any services it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall promptly notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties and approved by Mn/DOT and FAA, prior to proceeding with any extra work or related expenditures.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven calendar days' written notice. In addition, the OWNER may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the OWNER to CONSULTANT. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated, upon seven calendar days' written notice as provided above.

In the event of termination, all documents finished or unfinished, prepared by CONSULTANT under this Agreement shall be made available by CONSULTANT to the OWNER pursuant to Article 7, and there shall be no further obligation of the OWNER to CONSULTANT under this Agreement, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with Article 3.

In the event of a reduction in scope of the Project work, CONSULTANT shall be paid for the work performed and expenses incurred on the project work thus reduced and for any completed and abandoned work for which payment has not been made, computed in accordance with Article 3.

ARTICLE 6. DISPUTE RESOLUTION

In the event of an irreconcilable dispute under this Agreement, which is not resolvable through informal means, the parties may, upon written agreement, submit to the resolution process set out in this provision. Once the parties have agreed to the resolution process, each party shall have seven (7) calendar days to designate one representative, who shall have authority to act on this Agreement. If either party fails within that time to inform the other party in writing of its designation, the other party is free to pursue all other legal and equitable remedies. Within ten (10) calendar days of designation of the representative, the representatives shall meet and shall entertain such presentation of testimony and other evidence as the CONSULTANT and the OWNER may wish to present with respect to the dispute. Within seven (7) calendar days after the close of such presentation, the representative shall resolve the dispute or either party is free to pursue all other legal and equitable remedies. When the representatives resolve the dispute, their decision shall be final and conclusive. Should the representatives be unable to agree on a resolution of the dispute, then the parties are free to pursue all other legal and equitable remedies. Each party's costs for the dispute resolution shall be borne by the respective party.

If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

ARTICLE 7. DISPOSITION OF PLANS, REPORTS, AND OTHER DATA

At the time of completion or termination of the work, CONSULTANT shall make available to the OWNER, all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the OWNER or others on extension of the Project or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. In this regard, the OWNER will indemnify and hold harmless CONSULTANT from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted or authorized by CONSULTANT.

ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

The contract documents shall be deemed to include this Agreement with all accompanying attachments of part hereof.

ARTICLE 9. OWNER'S RESPONSIBILITY

- A. To permit CONSULTANT to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to CONSULTANT.
 - 1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.

2. Designate in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret, and define OWNER'S policies with respect to CONSULTANT'S services.
3. Furnish, as required for performance of CONSULTANT'S services (except to the extent provided otherwise in ATTACHMENT A1 and A2), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in ATTACHMENT A1 and A2.
4. Provide access to, and make all provisions for CONSULTANT to enter upon publicly- and privately-owned property as required to perform the work.
5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by CONSULTANT, obtain advice of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
7. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of Construction Contractor(s), Consultants or CONSULTANT.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollutant in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

If CONSULTANT encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, CONSULTANT shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in ATTACHMENT A1 and A2, the services to be provided by CONSULTANT do not include identification of asbestos or pollution, including soil contamination and CONSULTANT has no duty to identify or attempt to identify the same in the project area.
9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project and such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.
10. Provide such inspection services (except to the extent provided otherwise in ATTACHMENT A1 and A2) as OWNER may require to ascertain that Contractor (s) are complying with any

law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

11. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
 12. Provide written notice to CONSULTANT when the project has been financially closed-out by FAA.
 13. Provide other services, materials, or data as may be set forth in ATTACHMENT A1 and A2.
- B. CONSULTANT shall be entitled to rely on the accuracy and completeness of information or services furnished by the OWNER. If CONSULTANT finds that any information or services furnished by the OWNER is in error or is inadequate for its purpose, CONSULTANT shall promptly notify the OWNER.

ARTICLE 10. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in ATTACHMENT A1 and A2, a part hereof, are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgement as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any evaluation of any facility to be constructed or reacquired, or work to be performed on the basis of CONSULTANT'S cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

ARTICLE 11. CONSTRUCTION PHASE SERVICES

OWNER acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and same submittals, and (4) as a result of and in response to CONSULTANT'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if CONSULTANT is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, CONSULTANT will not be responsible for, and OWNER shall indemnify and hold CONSULTANT (and CONSULTANT'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release CONSULTANT (or CONSULTANT'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which CONSULTANT has undertaken or assumed under this Agreement.

ARTICLE 12. INSURANCE

CONSULTANT shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.

Also, CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which

CONSULTANT is legally liable. However, CONSULTANT hereby states and the OWNER acknowledges, that CONSULTANT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Accordingly, the OWNER hereby agrees to bring no claim for non-negligent services, breach of contract, or other cause of action against CONSULTANT, its principals, employees, agents and consultants if such claim in any way arises out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project. Certificates of insurance will be provided to the OWNER upon request.

ARTICLE 13. INDEPENDENT CONTRACTOR

The CONSULTANT in performance of work hereunder operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that is will neither hold itself out as nor claim to be an officer or employee of the OWNER by reason hereof, and that it will not by reason hereby, make any claim, demand or shall it apply for any right or privilege applicable to an officer or employee of the OWNER, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

ARTICLE 14. FEDERAL AND STATE PARTICIPATION

Work performed under this Agreement may be financed in part by State and Federal funds. However, payments to CONSULTANT will be made by the OWNER.

The State of Minnesota and the United States are not parties to this Contract and no reference herein to the Mn/DOT, Office of Aeronautics, and to the FAA or any representatives thereof makes the State of Minnesota or the United States a party to the Contract.

ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or legal entity has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from payment to CONSULTANT the full amount of each commission, percentages, brokerage, or contingent fee.

ARTICLE 16. FEDERAL CONTRACT CLAUSES

If this Agreement is to be financed in part by Federal funds, certain federally-required, contract clauses must be incorporated. These federally-required, contract clauses, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for Non-Construction Contract of (check as appropriate):

<input type="checkbox"/>	\$10,000 or less
<input type="checkbox"/>	\$10,001 to \$25,000
<input type="checkbox"/>	\$25,001 to \$100,000 or
<input checked="" type="checkbox"/>	\$100,001 and over

The term "contractor" as used in said ATTACHMENT is understood to mean CONSULTANT.

ARTICLE 17. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom CONSULTANT performs work hereunder, shall not be assigned, sublet or transferred without written consent of the OWNER.

ARTICLE 18. NOTICES

All notices required by law or by this Agreement to be given to the CONSULTANT must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to CONSULTANT at such premises and at the following address:

Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, Minnesota 55110

All notices required or permitted to be given to the OWNER hereunder shall be given by United States mail, postage prepaid, and addressed to:

Matt Wegwerth
Public Works Director/City Engineer
420 North Pokegama Ave.
Grand Rapids, MN 55744

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The parties must notify each other promptly in the event of a change in name or address.

ARTICLE 19. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 20. SPECIAL CONDITIONS

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

City of Grand Rapids, MN

Short Elliott Hendrickson Inc.

OWNER

CONSULTANT

By

By



Attest

Attachments: A, B, C

ATTACHMENT A1
Grand Rapids – Itasca County Airport (GPZ)
Taxiway A (South) Reconstruction Phase 1 – Construction Admin.
Scope of Work
(Construction Administration, Observation, and Closeout)

General – The existing parallel Taxiway A is at the end of its useful life. Phase 1 of the project will consist of the reconstruction of the south end of the taxiway in 2026. The project consists of removing the existing bituminous pavement, removing non-suitable aggregate base material, evaluating and repairing subsurface failures, making necessary grade adjustments, installing new aggregate base, drain tile, and bituminous pavement. The project includes the installation of new LED taxiway edge lighting, base cans, conduit, wire, and airfield guidance signs.

The reconstructed taxiway segment width will be reduced to 35' in accordance with FAA standards (existing width is 50'). The project includes the installation of drain tile along the taxiway edges.

Proposed project limits are included in **Figure 1**.

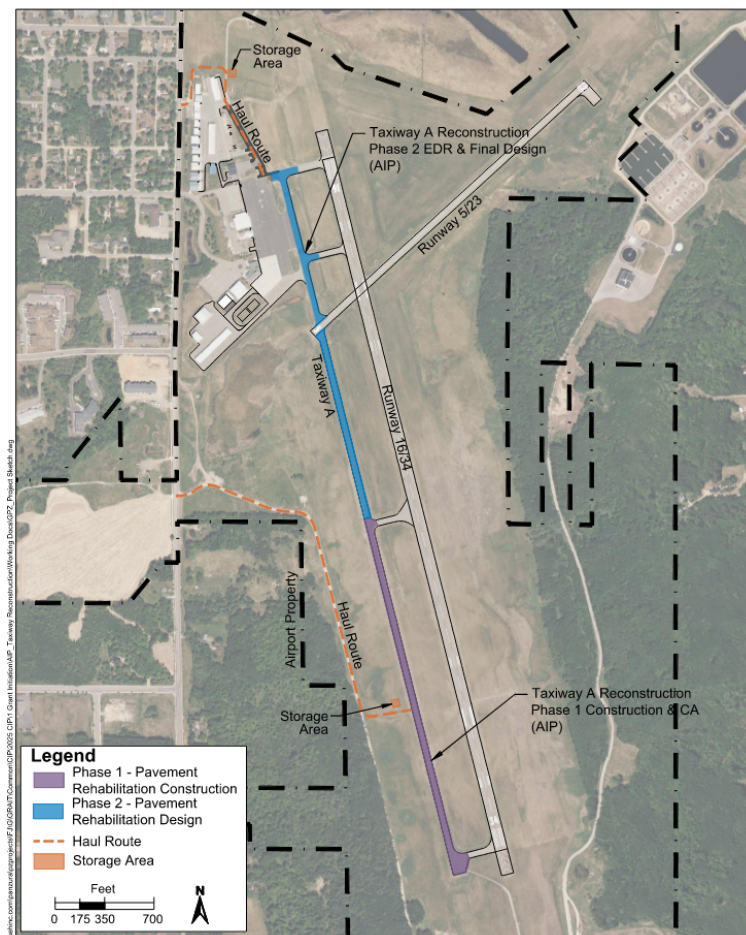


Figure 1 – Project Limits (Phase 1 shown in purple)

This scope of engineering services includes construction administration, construction observation, reporting and closeout services, as well as public outreach and project management.

Construction is anticipated to occur in summer and autumn of 2026, with a total construction time of approximately 30 consecutive calendar days as described in the Project Manual.

Engineering consultant services will be performed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant in accordance with Advisory Circular (AC) 150/5100-14E, *Architectural, Engineering, and Planning Consulting Services for Airport Grant Projects*.

Project Deliverables – The project deliverables of this scope include the following:

1. Construction Administration Services
2. Construction Observation
3. Material Testing
4. FAA Reporting and Project Closeout
5. Public Outreach and Project Management.

This work scope includes:

Work Element 1: Construction Administration Services

Task 1.1 – Scope Development – Short Elliott Hendrickson (SEH and/or its Subconsultant(s)) will coordinate with the City of Grand Rapids and the Grand Rapids-Itasca County Airport (GPZ) (Sponsor) to develop the appropriate scope of consultant services for this project. Scope development will include coordination with the FAA for scope review, fee proposal development, and contract negotiations. This includes efforts by SEH to obtain scope and fee estimates for subconsultant work, including quality assurance testing.

Scope development is estimated to include up to two (2) meetings to establish alignment between the FAA, MnDOT Office of Aeronautics, City of Grand Rapids, GPZ, and SEH (estimated as 4 hours each for an SEH Principal and Project Manager/Professional Engineer).

Task 1.2 – Project Administration Services – SEH engineering staff, CADD personnel, and administrative staff will assist the construction project team as necessary during construction in response to requests for information, plan or specification clarifications, change orders, and other issues that may arise. Other administrative tasks include project setup and invoicing, bi-weekly internal meetings (estimated as four (4) meetings), progress reports, subconsultant coordination, and contract management.

Task 1.3 – Construction Management Plan (CMP) – SEH will obtain the Contractor's Quality Control Plan (QCP) and complete a thorough review of the document for completeness. Any recommended revisions or updates will be submitted to the Contractor. Following review of the QCP, SEH will update the draft CMP by extracting data from the QCP and combining it with Sponsor and Engineer information for project responsibilities. A final CMP will be submitted to the Sponsor and FAA for approval.

Task 1.4 – Preparation of Project Files – SEH will develop construction contracts, review the Contractor's bonding information, and ensure that all insurance requirements have been met. SEH will coordinate routing and signature of the construction contracts by the Sponsor and the Contractor. Plans, contract documents, and technical specifications will

be updated to include all addenda items issued during bidding. SEH will ensure that the Contractor is supplied with adequate copies of the construction plans and project manual.

Task 1.5 – Establish Survey Control – SEH will establish the necessary horizontal and vertical control for construction staking for the project. (The Contractor is required to provide the subsequent construction staking.)

Task 1.6 – Pre-Construction Activities – SEH will conduct one (1) coordination meeting in the spring of 2026 to plan for construction in summer/autumn of 2026. The purpose of the coordination meeting will be to organize submittals, schedules, and work flow for the 2026 construction season.

SEH will then conduct one (1) pre-construction meeting, including the development/distribution of the related agenda, participant notifications, and meeting summary. Invitees will include the Sponsor, FAA, MnDOT Office of Aeronautics, Contractor, Subcontractors, SEH (Project Manager/Professional Engineer and Resident Project Representative(s) (RPR)), and Subconsultants (electrical engineer and material testing firm). Meeting topics will include project requirements, administrative procedures, airport disruptions, taxiway closure procedures, schedules, project responsibilities and communication, Disadvantaged Business Enterprise (DBE) reporting, Contractor submittals, and other related FAA and MnDOT Office of Aeronautics requirements, as necessary.

Task 1.7 – Permit Coordination – SEH will coordinate and review all applicable permits related to the project construction. This includes, at a minimum, the MPCA General Stormwater Permit for Construction Activity.

Task 1.8 – Submittal and Shop Drawing Review – SEH will review product and material data, shop drawings, bituminous material testing and bituminous mix design, material samples, and other items required to be submitted by the Contractor.

Task 1.9 – Progress Meetings – SEH will conduct weekly construction progress meetings while project construction is being performed on the airfield (estimated as four (4) meetings during the period of construction). The progress meetings will be attended by SEH staff, including the Project Manager/Professional Engineer, RPR, and other staff as needed or required.

Task 1.10 – Pre-Paving Conference – SEH will one conduct one (1) pre-paving conference as required in part of Section 100 “Quality Control Program” of the Project Manual. The pre-paving conference will address Quality Control and Quality Assurance requirements of the project specifications.

Task 1.11 – Review of Quality Control Testing – All quality control test results performed by the Contractor will be monitored on a daily basis and summarized by SEH. In the event of a failed test result, the Contractor will be required to take corrective action and a retest will be taken until passing results are achieved. SEH will review all quality control testing performed by the Contractor for compliance with the specifications. This will be conducted prior to submission to the FAA. Should any additional testing need to be accomplished, this will be coordinated with the Contractor who will be responsible for completion.

Task 1.12 – Review of Quality Assurance Testing – All quality assurance test results performed by the material testing subconsultant will be monitored on a daily basis and summarized by SEH. In the event of a failed test result, the Contractor will be required to take corrective action and a retest will be taken until passing results are achieved. SEH will review final quality assurance testing for compliance with the specifications. This will

be conducted prior to submission to the FAA. Should any additional testing need to be accomplished, this will be coordinated with the subconsultant who will be responsible for completion.

Task 1.13 – Review of Contractor Payroll Forms – SEH will review weekly payroll reporting by the Contractor to ensure that wage rates comply with the requirements of the federal and state wage rates for the work being performed. The RPR will conduct compliance monitoring of the Contractor's Davis-Bacon Act and DBE contractual obligations, including recording the Contractor/Subcontractor employees, type of work being completed, and conducting random interviews.

Task 1.14 – Calculate Construction Quantities – SEH will review quantities with the Contractor on a weekly basis. Any discrepancies or disagreements regarding completed quantities will be resolved in advance of any partial pay application process. Periodic cost estimates will be developed by SEH to ensure compliance with the overall project budget.

Task 1.15 – Contractor Pay Applications – SEH will prepare partial pay applications once each month during construction, a final pay application including final agreed upon quantities for all work components, and a pay application releasing retainage to the Contractor once all closeout requirements have been met. Actual completed quantities will be tabulated for use in preparing all pay applications.

Task 1.16 – Daily Reports – SEH will maintain a daily log of the construction activities and maintain construction photos for record keeping purposes.

Task 1.17 – Weekly Reports – SEH will prepare a weekly status report using the FAA's standard form. The report will be developed by the RPR, reviewed by the Project Manager/Professional Engineer, and submitted to the Sponsor, FAA, and MnDOT Office of Aeronautics via electronic submittal (PDF).

Task 1.18 – Change Orders / Supplemental Agreements – SEH will review and provide recommendations to the Sponsor of proposed changes to the contract documents, technical specifications, and plans. As necessary, SEH will issue supplemental details, design data, drawings, and modifications to the Contractor for change order pricing. The Project Manager/Professional Engineer will prepare change orders/supplemental agreements. All Change Orders and Supplemental Agreements require FAA approval prior to being issued. In the case where new materials may be required in addition to those in the bid documents, new bid items will be added to the project and a Request for Pricing from the Contractor will be proposed.

Task 1.19 – Final Inspection and Punchlist – SEH will conduct a final inspection after completion of the construction. SEH will issue notifications and prepare a punchlist of any outstanding items requiring correction. A tracking document will be prepared and progress on the punchlist items will be recorded until all issues are resolved.

Task 1.20 – Record Drawings – SEH will utilize Contractor and engineering drawings made during construction to complete record drawings for the project. The record drawings will incorporate any modifications or additions/subtractions that occurred during construction. Three (3) final plan sets will be plotted and distributed to the Airport Commission for records. Electronic (PDF) copies of the record drawings will be provided to GPZ, MnDOT Office of Aeronautics, and FAA.

Task 1.21 – Final Quality Control / Quality Assurance Summary – SEH will prepare and submit the final QC/QA summary for the project.

Task 1.22 – Update Airport Layout Plan (ALP) – SEH will complete an update to the GPZ ALP to reflect any project-related as-built conditions.

Task 1.23 – Warranty Inspection Site Visit – SEH will complete a warranty inspection site visit prior to the expiration of the warranty period to identify and document any issues to be resolved by the Contractor as part of the warranty guarantee.

Work Element 2: Construction Observation

Construction expected to occur during normal construction hours of 7:00 AM until 7:00 PM. To correspond with the scope of work and the project schedule, construction observation services are anticipated to include a full-time RPR, a supportive RPR during peak periods of construction, and a Professional Engineer on a periodic basis, as calculated:

A **full-time RPR #1** will be on-site for the full period of construction (estimated as 72 hours/week for four (4) weeks) as well as for two (2) weeks before and after construction for preparatory and final cleanup (estimated as 40 hours/week for four (4) weeks).

A **supportive RPR #2** will be on site during peak periods of construction, such as during removals and paving (estimated as 12 hours/day for 10 days).

A **Professional Engineer** will provide periodic construction observation during critical elements of the work (estimated as 60 hours over the duration of project construction).

Task 2.1 – Construction Observation – SEH will provide daily construction observation for the duration of construction. This project is projected to occur for 30 consecutive calendar days during the summer/autumn of 2026. RPRs and the Project Manager/Project Engineer, according to the schedule above, will be available to assist in ensuring that construction is performed in accordance with contract documents. The RPRs will document and record construction progress through a daily journal. A collective weekly progress report will be developed at the end of each week and submitted to the Sponsor, FAA, MnDOT Office of Aeronautics, and other individuals/organizations.

Construction observation by on-site engineering staff will also include monitoring the Contractor's schedule, safety plan implementation, security plan compliance, adherence to technical specifications, project drawings preparation, and general coordination. This includes up to three (3) drone flights to observe project conditions before/during/after construction.

Task 2.2 – Construction Coordination – The Project Manager/Professional Engineer will make periodic site visits to assist the Sponsor and on-site engineering staff with construction coordination and for the review of construction activities.

Work Element 3: FAA Reporting and Project Closeout

Task 3.1 – FAA Quarterly Report – SEH will complete the required FAA quarterly reports, starting with grant acceptance and continuing through grant closeout.

Task 3.2 – FAA Closeout Report – SEH will complete the required FAA closeout report following completion of the project to reconcile all project related costs and closeout the FAA grant for the work.

Task 3.3 – Project Closeout – SEH will work with the Contractor to ensure that all necessary closeout documents are submitted by the Contractor. These include, but are not limited to, IC-134 documentation, lien waivers, wage rate compliance, and other documentation as identified in the specifications.

Task 3.4 – Disadvantaged Business Enterprise (DBE) Requirements – SEH will review and submit the required documentation to confirm the Contractor's compliance with the

DBE program and goals for this project or provide evidence of “good faith efforts” to meet DBE requirements.

Work Element 4: Public Outreach and Project Management

The tasks described below include public outreach and overall project management associated with Work Elements 1 through 3.

Task 4.1 – City of Grand Rapids City Council Meetings – SEH will attend City Council Meetings to provide project updates as requested (estimated as three (3) meetings).

Task 4.2 – Public Outreach Plan – SEH will prepare a detailed public outreach plan which will identify airport stakeholders and best methods of outreach (direct meetings, email updates, construction notices, etc.), as well as the relevant project information to be shared.

Task 4.3 – Project Management – SEH will provide overall project management services, including project coordination and administration, Sponsor and agency communication, internal meetings, airport stakeholder coordination, subconsultant oversight, progress reports, and budget updates.

Subconsultants – Subconsultants performing work under this proposal include the following:

1. Braun Intertec, Inc. for quality assurance material testing.
2. Barr Engineering for observation and inspection of airfield electrical systems.

ATTACHMENT B
GRAND RAPIDS - ITASCA COUNTY AIRPORT (GPZ)
TAXIWAY A (SOUTH) RECONSTRUCTION PHASE 1 - CONSTRUCTION ADMINISTRATION

ESTIMATED FEES AND EXPENSES
(CONSTRUCTION ADMINISTRATION, OBSERVATION, AND CLOSEOUT)

Task No.	Task Description	Principal	Project Manager/ Professional Engineer	Project Engineer/ Full-Time RPR #1	Project Engineer/ Supportive RPR #2	Senior CAD Technician	Survey Crew Chief	Instrument Operator	Aviation Planner	Admin Technician
Construction Administration Services										
1.1	Scope Development	12	12	4					2	2
1.2	Project Administration Services	8	10	4					2	2
1.3	Construction Management Plan (CMP)		2	2						
1.4	Preparation of Project Files		2	8		8				
1.5	Establish Survey Control		2	4		4	8	8		
1.6	Pre-Construction Activities		12	10	4	4				
1.7	Permit Coordination		2	4		2			2	
1.8	Submittal and Shop Drawing Review		2	8	2					
1.9	Progress Meetings		20	8	4					
1.10	Pre-Paving Conference		2	2	2					
1.11	Review of Quality Control Testing		1	2						
1.12	Review of Quality Assurance Testing		1	2						
1.13	Review of Contractor Payroll Forms		2	5	10					
1.14	Calculate Construction Quantities		4	5	5	4				
1.15	Contractor Pay Applications		4	5						4
1.16	Daily Reports		4	10	5					
1.17	Weekly Reports		4	5	2					
1.18	Change Orders / Supplemental Agreements		4	4		4				2
1.19	Final Inspection and Punchlist		8	8	2					
1.20	Record Drawings	1	4	10	4	16	2	2		
1.21	Final Quality Control/Quality Assurance Summary	1	2	4						2
1.22	Update Airport Layout Plan (ALP)		2			16			8	
1.23	Warranty Inspection Site Visit		4	8						
Construction Observation										
2.1	Construction Observation			448	120					
2.2	Construction Coordination	4	40			6				
FAA Reporting and Project Closeout										
3.1	FAA Quarterly Reports		2							
3.2	FAA Closeout Report		2	4						
3.3	Project Closeout	1	4	8					2	
3.4	DBE Requirements		2	4						4
Public Outreach and Project Management										
4.1	Grand Rapids City Council Meetings	1	2						2	
4.2	Public Outreach Plan		4	4		6			4	4
4.3	Project Management	4	24						8	
	Total hours per labor category	32	190	590	160	70	10	10	30	20

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal	32	\$85.47	\$2,735.04
Project Manager/Professional Engineer	190	\$74.23	\$14,103.70
Project Engineer/Full-Time RPR #1	590	\$51.02	\$30,101.80
Project Engineer/Supportive RPR #2	160	\$47.82	\$7,651.20
Senior CAD Technician	70	\$50.54	\$3,537.80
Survey Crew Chief	10	\$45.02	\$450.20
Instrument Operator	10	\$45.02	\$450.20
Aviation Planner	30	\$72.03	\$2,160.90
Admin Technician	20	\$37.21	\$744.20

Total Direct Labor Costs:	1,112	\$61,935.04
Direct Salary Costs plus Overhead		\$118,345.47

Total Labor Costs	\$180,280.51
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Fee (15%) on Total Labor Costs:	\$27,042.08
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ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Quality Assurance Material Testing Subconsultant - Braun Intertec	1	\$17,520.00	\$17,520.00
Electrical Engineering Subconsultant - Barr Engineering	1	\$10,000.00	\$10,000.00
Drone Flights	3	\$500.00	\$1,500.00
Employee Mileage	7500	\$0.70	\$5,250.00
Employee Per Diem	60	\$200.00	\$12,000.00
Computer Charge	1,112	\$6.00	\$6,672.00
Employee Auto Allowance	60	\$16.00	\$960.00
Survey Equipment - Total Station	10	\$45.00	\$450.00
Survey Equipment - GPS	10	\$45.00	\$450.00
Reproductions / Miscellaneous	1	\$1,000.00	\$1,000.00

Total Expenses	\$55,802.00
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SUMMARY:

Total Labor Costs + Expenses + Fee	\$263,124.59
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Estimated Total	\$263,100.00
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April 7, 2025

Ms. Lindsay Reidt, PE
SHORT, ELLIOTT, HENDRICKSON, INC.
3535 Vadnais Center Drive
St. Paul, Minnesota 55110

**RE: GRAND RAPIDS, MN AIRPORT (GPZ) – TAXIWAY A, PHASE 1 PROJECT
PROPOSAL FOR CONSTRUCTION PHASE ELECTRICAL ENGINEERING SERVICES**

Dear Lindsay:

Thank you for contacting us regarding electrical engineering services for the construction phase of Grand Rapids (GPZ) Taxiway A – Phase 1 project. We are providing this letter to outline our understanding of the project, our proposed scope of services, and our proposed fees for the construction phase of the project.

PROJECT DESCRIPTION

This proposal is for Construction Support for the GPZ – Taxiway A, Phase 1 project.

This proposal is intended to outline our scope of service for Construction Support Services for the project, as outlined further below. We understand that the construction is anticipated to take place in 2026, so we have made allowances for anticipated future labor rates in our proposal.

SCOPE OF SERVICES

In support of your efforts, Barr proposes to provide the following subconsultant services to Short, Elliott, Hendrickson (SEH):

1. Respond to questions and RFI's throughout the construction phase of the project.
2. Review contractor submittals relative to the electrical systems for the project.
3. Attend the pre-construction meeting in person.
4. Attend construction progress meetings via teams or zoom.
5. Provide one (1) interim site visit to observe construction and provide a memorandum documenting our observations.

6. Final walk-through to observe construction and provide a memorandum and punch list items, as necessary.
7. Provide review of O&M manuals and input for record drawings as needed.

PROPOSED FEE

Barr Engineering proposes to provide the outlined scope of services to SEH on an hourly basis to a budget limit of \$10,000.

Services are billed monthly according to the work complete. Reimbursables such as automobile mileage are included in the total above.

Thank you for the opportunity to present this proposal. We look forward to working with you on this project.

Sincerely,

BARR ENGINEERING CO.



Mark E. Ziemer, P.E.

Senior Electrical Engineer

April 29, 2025

Proposal QTB213997

Lindsay Reidt, PE
Short Elliott Hendrickson, Inc.
3535 Vadnais Center Drive
Saint Paul, MN 55110

Re: Proposal for Construction Materials Testing Services
Taxiway A Reconstruction – Phase 1
Grand Rapids/Itasca County Airport
1500 Southeast 7th Avenue
Grand Rapids, Minnesota

Dear Ms. Reidt:

Braun Intertec Corporation respectfully submits this proposal to provide quality acceptance observation and testing services for Phase 1 of the reconstruction of Taxiway A at the Grand Rapids/Itasca County Airport.

We have completed the geotechnical evaluation for the project, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the projects to date gives us familiarity with the project team and design development, which allows us to understand some of the considerations used when developing the project's design.

Our Understanding of Project

We understand the project will consist of reconstructing the south half of Taxiway A. The pavement section of Taxiway A will consist of 9 inches Reclaimed Aggregate Base (FAA P-207) and 4 inches of Bituminous Pavement (FAA P-401).

Available Project Information

This proposal is based on our review of the documents described below. We will submit a revised scope of services and cost if the project changes.

- Discussions with Lindsay Reidt, PE, Short Elliott Hendrickson, Inc. regarding the project scope.
- Geotechnical Evaluation Report prepared by Braun Intertec Corporation for Project B2406654, dated November 7, 2024.

Scope of Services

Services are performed under the direction of a licensed professional engineer. Observation and testing services will be performed on a full-time or an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Measure the in-place dry density, moisture content and relative compaction of the reclaimed aggregate base course placed for pavement support for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents. If the relative compaction of the reclaimed aggregate base is not able to be determined with a nuclear density gauge, we propose to use a dynamic cone penetrometer (DCP) to determine compaction of the material.
- Sample and test reclaimed aggregate base materials for compliance with the project documents. This task includes laboratory gradation testing of the materials.

Bituminous Related Services

- Provide a full-time bituminous pavement technician who will provide quality acceptance testing, including Rice specific gravity and gyratory gravity tests, of the bituminous pavement in accordance with FAA P-401 requirements. All equipment for performing quality acceptance testing will be provided by the contractor.
- Observe and report contractor's quality control testing results of the bituminous pavement in accordance with FAA P-401 requirements.
- Measure the thickness and density of the compacted bituminous pavement by the core method per FAA P-401 for compliance with the project documents. All labor and equipment for obtaining core samples will be provided by the contractor.

Consulting, Project Communication and Reporting Services

- Project management, including scheduling of our field personnel and project meetings.
- Review observation and test reports and communicating with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.

Scheduling Assumptions

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- Project will begin in Summer 2026 and be completed in 30 days.
- We assume it will take four trips to complete the compaction testing by nuclear density gauge method for the project.
- We have provided an additional two trips for sample pick up for proctors and gradations of the reclaimed aggregate base materials during placement.
- Our assumption is bituminous paving will be completed in four days for the project.
- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of \$17,520. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 5:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor.

The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you monthly.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement.

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of our Master Subcontractor Agreement with Short Elliott Hendrickson, Inc., dated March 19, 2024.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Aaron Tast at 320.980.3504 (atast@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Colin L. Anderson, PE
Project Engineer



Aaron M. Tast
Senior Manager, Aviation Services

Attachment:
Project Proposal with Estimated Cost Tabulation

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB213997

Taxiway A South Reconstruction - Phase 1

Client:

Short Elliott Hendrickson, Inc.
Lindsay Reidt
3535 Vadnais Center Dr
Saint Paul, MN 55110

Work Site Address:

Grand Rapids/Itasca County Airport
1500 Southeast Seventh Avenue
Grand Rapids, MN

Service Description:

Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	CMT Phase 1				
Activity 1.1	SOILS/FDR				\$3,780.00
207	Compaction Testing - Nuclear	16.00	Hour	100.00	\$1,600.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Reclaimed Aggregate Base	4.00	Trips	4.00	16.00
1308	Nuclear moisture-density meter charge, per hour	16.00	Each	20.00	\$320.00
1861	CMT Trip Charge	6.00	Each	50.00	\$300.00
209	Sample pick-up	4.00	Hour	100.00	\$400.00
1318	Moisture Density Relationship (Standard), per sample	2.00	Each	230.00	\$460.00
1162	Sieve Analysis with No. 200 wash (ASTM C136 and C117)	4.00	Each	175.00	\$700.00
Activity 1.2	HMA				\$8,100.00
222	Bituminous Verification Testing	60.00	Hour	130.00	\$7,800.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Bituminous Monitoring	4.00	Trips	10.00	40.00
	Bituminous Density Monitoring	4.00	Trips	5.00	20.00
1861	CMT Trip Charge	6.00	Each	50.00	\$300.00
Activity 1.3	Project Management & Reporting				\$5,640.00
138	Project Assistant	4.00	Hour	100.00	\$400.00
125	Project Control Specialist	2.00	Hour	150.00	\$300.00
226	Project Manager	4.00	Hour	185.00	\$740.00
228	Senior Project Manager	14.00	Hour	225.00	\$3,150.00
1856	Vehicle mileage, per mile	300.00	Each	1.00	\$300.00
1230	Final Testing Summary	1.00	Each	750.00	\$750.00
Phase 1 Total:					\$17,520.00

Proposal Total: \$17,520.00

ATTACHMENT C

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, 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.

BREACH OF CONTRACT TERMS

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.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

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.

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

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 all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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 USC § 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 USC § 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 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, *et seq.*) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 (ensures nondiscrimination 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. 74087 (2005)];

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

Compliance with Nondiscrimination Requirements

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 Acts 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, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 Nondiscrimination Acts and Authorities, 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 Nondiscrimination Acts And Authorities 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 Nondiscrimination Acts And Authorities 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.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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 disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

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.

A1.1.1 RACE/GENDER NEUTRAL LANGUAGE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

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), the 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.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 and involve driving a motor vehicle in performance of work activities associated with the project.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CERTIFICATION REGARDING LOBBYING

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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). 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.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- a) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies

the offense as a felony and conviction of an offense that is classified as a felony under 18

U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;

3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror

- 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 as published by the Office of the United States Trade Representative (U.S.T.R.);
- 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 included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

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

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112.

Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.