

**Request For Qualifications for Engineering/Architectural Services**

Oelwein Municipal Airport (OLZ)  
19623 40th St, Oelwein, Iowa 50662



September 2021

## Request for Qualifications

The City of Oelwein is interested in securing the services of a qualified engineering/architectural consultant for potential projects involving the expansion and improvements of Runways, Taxiways, and Aprons, at the Oelwein Municipal Airport, pursuant in part to receiving grants from the Federal Aviation Administration (FAA). This request is for multiple projects over a five-year period. The anticipated Scope of Services for the proposed projects is attached for your consideration in the OLZ CIP. The OLZ CIP may be expanded to include hanger maintenance, new hangers, fuel expansion, and electrical maintenance. Firms interested in being considered for the projects described are requested to submit one original of the following information and one electronic copy in PDF format in an envelope marked "Qualifications for Engineering/Architectural Services" by 4:30 PM (CST), Thursday October 28, 2021. Interviews will be conducted between November 1 through November 12. The contract will be awarded November 22.

The following must be included on the RFQ:

- Name, size and description of firm.
- Location of main office and office where work will be accomplished.
- Qualifications and previous experience, including a list of former airport clients in the design and function of a commercial airport's facilities such as passenger and cargo terminals, FBO terminals, T-Hangar buildings, and ARFF facilities.
- Qualifications and previous experience, including a list of former airport clients in the design and function of runways, taxiways, aprons, security access improvement projects, and storm water and glycol treatment or collection facilities.
- Resumes of key personnel who will be assigned to complete the proposed projects.
- Current workload.
- Provide any additional comments, which you may believe to be relevant.

Statements of Qualifications should be organized in the following format. Responses are limited to 30 pages maximum, including an Executive Summary. Elements listed under each part must be included in the submittal:

- Executive Summary. The Statements of Qualifications shall be prefaced by an Executive Summary of five (5) pages or less, which gives in brief, concise, terms a summation of the submittal.
- Required Experience. Describe the background and experience of the primary consultant. This section should be a concise document, which shall include the following information:
  - Relevant experience of the engineering/architectural firm. A summary of work accomplished by the firm or its current personnel in similar engagements at similar airports in the United States within the past three (3) years. The summary must include contact name and number, where the work was performed, the disciplines performed at each location, and the dollar value of the work performed at each location by the primary firm. The summary shall include any unique problems and the solutions thereto, as seen by the firm in performing the work at similar airports.
  - Assigned Staff. A statement of the project manager and key personnel that would be assigned to the project by the primary firm. Include an organization chart, a description of the interface between the primary firm and the project team if applicable, job description of key positions, and resumes of key personnel who would be performing the work. Each resume or biography must describe the person's current professional capabilities, experience, education, training, and anticipated work commitments.

Submission of questions concerning this Request for Qualifications should be directed to:

Dylan Mulfinger  
City Administrator  
City of Oelwein  
20 2nd Ave SW Oelwein, Iowa 50662  
City Hall- 319-283-5440  
Cell- 319-238-0039  
[dmulfinger@cityofuelwein.org](mailto:dmulfinger@cityofuelwein.org)

If questions concerning the Request for Qualifications are deemed to indicate a need for clarification of the documents, it will be done in the form of an addendum to the Request for Qualifications. Should a proposer find a discrepancy in, or omission from, the general terms and conditions included in the Request for Qualifications documents, or should there be any doubt as to their meaning, proposer shall notify the City Administrator in writing no later than 4:30 PM on October 13, 2021. Instructions/clarifications will be provided, in writing, to all prospective proposers of record.

The selection process shall be in accordance with Chapter 2 of the FAA Advisory Circular 150/5100-14E. Fee information will not be considered in the selection process and should not be submitted with the statement of qualifications. Fees will be negotiated for projects as federal funds become available.

Proposers are advised that applied overhead rates must be in accordance with the cost principals established within Federal Regulation 48 CFR Part 31, Contract Cost Principles and Procedures. The successful firm will be required to submit a copy of their current overhead rate audit certification. The process of evaluation of the responses to this request will include an interview of candidates selected from the list of all respondents.

The Commission, 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 proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit a response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Disadvantaged Business Enterprises (DBE's) are encouraged to respond to this solicitation. DBE participation for each professional service project is encouraged by the City, and a DBE goal is projected to be established for each project funded by the FAA.

The City of Oelwein reserves the right to waive any irregularities or formalities and award the contract in the best interest of the City; and to reject any or all proposals. If a firm is selected by the City, the selected firm shall execute an agreement with the City within thirty (30) days after notification of selection, unless the time for execution has been extended for good cause at the sole discretion of the Commission. Failure of the selected firm to meet agreement submission requirements (i.e. insurance) or failure to timely execute an agreement with the City may result, in the sole discretion of the City, a decision to select from the remaining proposers or to advertise for new Statement of Qualifications.

Qualifications sent in response to this solicitation should be directed:

Dylan Mulfinger  
City Administrator  
City of Oelwein  
20 2nd Ave SW Oelwein, Iowa 50662  
City Hall- 319-283-5440  
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**The Oelwein Municipal Airport Oelwein, Iowa Engineering/Architectural Services Anticipated Scope Of Services September 2021.**

The City of Oelwein desires to select an engineering/architectural consultant for the purposes of developing or planning, preliminary engineering, design and construction of the projects indicated below. It is the intent of the City to enter into separate task orders for each project with a consultant during the period of time that these projects are developed.

The City will use the following when evaluating the RFQ for council:

Criteria	Points
Capability to perform all aspects of projects	30
Reputation – time in aviation engineering business	20
Ability to meet schedules within budget	20
Quality of previous airport projects undertaken	25
Familiarity with Sponsor and project location	25
Understanding of the OLZ airport	20
Approach to proposed projects	30
Recent experience in Airport projects comparable to the proposed projects and experience with the FAA	15
Evidence that the consultant has experience in DBE Plans, requirements, goals, and methodologies associated with Federal Grants	15
<b>Total Possible</b>	<b>200</b>

The Scope of Services to be included in the contract will be as follows:

The consultant may be called upon to provide the necessary expertise for items such as basic airport planning techniques, clear zone obstruction surveys, updating the electronic Airport Layout Plan (eALP), AGIS surveys, preparation of property maps, preparation of Part 139 and TSR 1542 CADD drawings and maps, environmental matters including updating the Airport’s SWPPP and SPCC , access control systems upgrades, infrastructure improvements including access roads, vehicle parking lots, landscaping and irrigation, preparation of capital improvement plan data sheets, preparation of engineering plans, specifications, and cost estimates as well as completion of Federal and State grant applications.

Work will include the necessary preparation of cost submittals and documentation to the project-sponsoring agency. The documentation will include development of the annual budget documents. Projects may include, but are not limited to, those delineated below:

An Agreement for the design, construction and special services for each project will be entered into independently at an appropriate time. The anticipated projects are as follows below with more include in the attached Oelwein OLZ CIP:

1. Runway, Taxiway, Apron seal surface and joints FY2022 \$461,111
2. Reconstruct or Replace Airport Lighting Vault FY2023 \$166,667
3. Acquire Snow Removal Equipment FY2023 \$235,000
4. Extend Runway FY2024 \$2,930,000
5. Install Runway Vertical/Visual Guidance System FY2025 \$150,000
6. Construct Taxiway FY2026 \$1,500,000

The estimated cost for the above proposed projects is \$6.3 million. It is anticipated the CIP proposed projects

will be accomplished during a five-year time period. The sequence of these projects will be contingent upon the availability of Federal funds and the receipt of a Federal allocation for the same. There is no guarantee that any or all of these projects will be accomplished.

**Contract for Engineering/Architectural Services  
Oelwein Municipal Airport, Oelwein, Iowa**

This Contract made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Oelwein hereinafter called the "Owner" and \_\_\_\_\_, hereinafter called the "Consultant".

WITNESSETH:

WHEREAS, the Owner desires to employ the Consultant to provide engineering and/or architectural services in connection with the planning, design, and preparation of plans, specifications and estimates, and to provide construction engineering, administration and project representation services in connection with capital improvement projects;

WHEREAS, the Consultant is willing to perform such engineering and/or architectural work in accordance with the terms hereinafter provided and does represent that it is in compliance with Iowa statutes relating to the registration of Professional Engineers; and

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the parties hereto agree as follows:

**Definitions**

Whenever in this Contract the following terms, words, and their derivatives or pronouns used in their stead occur, they shall have the meaning here given, unless otherwise specified in the various sections of this Contract:

"AIP" shall mean the Airport Improvement Program.

"CERTIFY, CERTIFICATION", shall mean Project Engineer's opinion based on his or her observation of conditions, knowledge, information and beliefs. It is expressly understood that the Project Engineer's certification of a conditions existence relieves no other party of any responsibility or obligation he or she has accepted by contract or custom.

"CIP", shall mean the Capital Improvement Program

"CONSULTANT" shall mean the firm

"CONTRACT" shall mean this document and all associated attachments duly executed by all parties.

"CONTRACTOR" shall mean the individual, partnership, firm, or corporation primarily liable for acceptable performance of the construction and/or maintenance work performed under or associated with this Contract.

"ESTIMATE" shall mean an opinion of probable construction cost made by the Consultant. "FAA" shall mean the Federal Aviation Administration.

"INSPECT, INSPECTION" shall mean the visual observation of construction as stated in Attachment, "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative".

"OWNER" shall mean the City of Oelwein or its authorized representative for the purpose of coordinating and administering the work under the Contract.

"PROJECT ENGINEER" shall mean the principal project engineer employed by and working directly under the authority of the Consultant.

"RESIDENT PROJECT REPRESENTATIVE" shall mean the principal construction reviewer employed by the Consultant and working directly under the authority of the Project Engineer.

"SPECIFIC PROJECT" shall mean an undertaking of Owner as set forth in a Task Order.

"TASK ORDER" shall mean a document executed by Owner and Consultant, including amendments if any, stating the scope of services, Consultant's compensation, times for performance of services and other relevant information for a Specific Project.

"TSA" shall mean the Transportation Security Administration.

## **General**

The Consultant will serve as the primary contact and coordinate all aspects of project development with the FAA. The Owner will participate in conferences with the FAA as required and will be kept advised and informed about comments and approvals from the FAA on Federally funded projects.

The work under this Contract shall at all times be subject to the approval of the Owner.

From time to time as the work progresses, meetings will be held at the Oelwein Municipal Airport or Oelwein City Hall.

Obligations of the Owner to the Consultant: All existing information, including construction contract documents, applicable to the project will be made available to the Consultant without cost. A more complete description of the Owner's responsibilities is included in Attachment No. 3, "Owner's Responsibility", and made a part hereof.

Submittal of Documents: During the progress of the work, various copies of the preliminary drawings and other documents prepared by the Consultant will be required by the Owner. In addition, the Consultant will cooperate with the Owner in forwarding all necessary documents to the FAA and/or TSA for review, comments, and/or approvals.

The work under this Contract shall be available for review by the FAA and/or TSA (for FAA and/or TSA funded projects only). The FAA and/or TSA shall have the right to participate in the conferences between the Consultant and the Owner and to participate in the review or examination of the work in progress.

Work under this Contract may ultimately be financed in part by FAA and/or TSA funds. However, payment to the Consultant will be made by the Owner.

The United States Government is not a party to this Contract, and no reference herein to the FAA and/or TSA or any representative thereof makes the United States a party to the Contract.

On projects receiving Federal funding, the Consultant shall comply with the Required Federal Clauses for Professional Service Contracts attached hereto as Attachment No. 4 and made a part hereof.

Compliance with all of the foregoing shall be considered to be within the purview of this Contract and shall not constitute a basis for additional or extra compensation.

### **Scope Of Services**

The scope of services to be provided by Consultant shall be authorized by Owner for each Specific Project as detailed in a duly executed Task Order. Each Task Order will indicate the specific tasks, functions to be performed, and deliverables to be provided.

The general format of a Task Order is attached as Attachment No. 1.

This Contract is not a commitment by Owner to Consultant to issue any Task Orders.

Consultant shall not be obligated to perform any prospective Task Orders unless and until Owner and Consultant agree as to the particulars of the Specific Project, Consultant's services, Consultant's compensation, and all other appropriate matters.

Owner and Consultant shall agree on the scope, time for performance, and basis of compensation for each Task Order.

Consultant will commence performance as set forth in the Task Order.

### **Term, Times for Rendering Services, And Payments**

This Contract shall be effective and applicable to Task Orders issued hereunder for five (5) years from the Effective Date of the Contract.

This Contract may be extended or renewed, with or without changes, by written amendment establishing a new term. Any extension or renewal of this contract beyond five (5) years may not be eligible for federal participation.

The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Consultant will perform services and provide deliverables within a reasonable time.

For purposes of this Contract, the term "day" means a calendar day of 24 hours.

The time for a party's performance will be extended to the extent performance was delayed by causes beyond the control and without the fault of the party seeking the extension. That party shall promptly notify the other party in writing when it is being delayed.

### **Times of Payments**

Consultant shall submit monthly statements for Basic Services, Resident Project Services, and Special Engineering Services rendered. The statements will be based upon Consultant's costs incurred at the time of the billing, corresponding to the percentage of the total costs, which have been incurred at the time of billing. Portions of this work will be completed in current year and some may be completed in later years. Such work will be completed based on the current rate schedules for Consultant and Subconsultant (not yet available). Future year rate schedules shall be subject to approval of the Owner. If agreement is not reached on the future year rate schedules by the Consultant and Owner, then either party may terminate this Contract upon thirty (30) days' written notice. Owner shall make prompt monthly payments in response to Consultant's monthly statements, subject to approval of the Owner.



## **Other Provisions Concerning Payments**

The Owner shall pay Consultant based on monthly statements to a combined value of ninety percent (90%) of the Contract amount. The remaining ten percent (10%) shall be paid to the Consultant upon final completion of the Consultant's services and approval thereof by the Owner.

If Owner fails to make any payment due Consultant for services and expenses within thirty (30) days after receipt and approval by the Owner of Consultant's statement therefore, the amounts due Consultant will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and in addition, Consultant may, after giving thirty (30) days' written notice to Owner, suspend services under this Contract until Consultant has been paid in full all amounts due for services, expenses, and charges.

A complete statement shall, at a minimum, contain the following information: Project name, Contract number, AIP number if applicable, total Contract value, total value of previous invoices, total value of current payment due, total remaining Contract value following the current payment, a statement of the services rendered during the billing period, and a statement of the progress of the completion of the scope of services.

In no case shall the remaining Contract value be less than the value of the services remaining to complete the scope of services under this Contract and appropriate Task Order, as determined by the Owner.

## **Access to Records**

The Consultant and its subcontractors are to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the Contract period, and for three (3) years from the date of final payment under the Contract for inspection and audit by the Owner and/or the FAA, and copies thereof shall be furnished, if requested.

The Consultant's records supporting cost proposals shall also be available for review by authorized representatives of the FAA and/or the Owner for a period of three (3) years from the date of final payment under the Contract by mutual agreement of the parties of this Contract.

## **Period of Service**

Compensation for the Consultant's services as provided elsewhere in this Contract has been agreed to in anticipation of an orderly and continuous progress of the Consultant's services through completion. In this regard, if the services covered by this Contract and as described in each specific Task Order have not been completed within twenty-four (24) months of each specific Task Order date, through no fault of the Consultant, then either the Owner or Consultant may terminate the specific Task Order and the Consultant shall be paid for all services completed, and reimbursed for all costs directly related to such specific Task Order as approved by Owner.

## **Miscellaneous Provisions**

### **Ownership of Instruments of Service**

All data, documents, and electronic media including original plans, specifications, reports, maps, basic survey notes and sketches, charts, and computations prepared under the terms of the Contract shall be delivered to and become the property of the Owner. In the event any of the above documents are re-used by the Owner,

the nameplates will be removed and the Consultant will be released of subsequent liabilities. There shall be no legal limitations upon the Owner in the subsequent use of plans or ideas developed in this project and incorporated in the preliminary or final reports or plans for the subsequent preparation of construction plans.

### **Changes in Scope of Services**

The Owner may, from time to time, request changes in the scope of services of the Consultant to be performed as outlined in each Task Order. Such changes shall be incorporated in written amendments to the specific Task Order. When there is a change in the scope, complexity, or character of the services performed, the specified fees as listed in the specific Task Order under this Contract will be reappraised. If the Consultant believes that it has been asked to perform work beyond the scope of services covered by a Task Order under this Contract, they shall promptly notify the Owner, in writing, of their intention to make claim for such extra compensation. The Consultant shall proceed with work under Contract and parties will negotiate a supplemental agreement to the specific Task Order.

### **Record Documents**

Upon completion of the work as outlined in each specific Task Order, the Consultant shall compile for and deliver to the Owner one (1) set of Record Documents and electronic data files conforming to the marked up prints, drawings, and other data furnished to the Consultant by the Contractor. This set of Record Documents and electronic data files will show the reported location of the work and significant changes made during the construction process. Because these Record Documents are based on unverified information provided by other parties, which will be assumed reliable, the Consultant cannot and does not warrant the accuracy of information provided by others.

### **Extra Work**

If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of a specific Task Order, and constitutes "Extra Work," it shall promptly notify the Owner in writing to that effect. In the event that the Owner determines that such work does constitute "Extra Work," the Owner shall provide extra compensation to the Consultant upon the basis of a negotiated fixed fee to be calculated as described in the specific Task Order under this Contract. Unless written approval for "Extra Work" has been secured in advance from the Owner, no claims will be allowed.

### **Suspension and Termination of Contract**

In the event of the death of any member or partner of the Consultant's firm, the surviving member shall complete the work as described in each Task Order under this Contract, unless otherwise mutually agreed upon by the Owner and the survivors.

In the event Consultant fails to comply with any provisions of this Contract and/or Task Order under this Contract, or if the progress or quality of the work is unsatisfactory, Owner may serve written notice thereof upon Consultant, and if Consultant neglects within a period of twenty (20) days thereafter to commence and thereafter complete to satisfaction of Owner its efforts to correct such failure, Owner may terminate the Contract and/or Task Order under this Contract, upon written notice to Consultant. Upon such termination, Consultant shall cease its performance of this Contract and shall deliver to Owner all completed or partially completed satisfactory work including but not limited to all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, and summaries and Owner shall pay to Consultant the amount due for such satisfactory work up until the time of notice, unless additional billing is authorized in writing by Owner.

Owner reserves the right to terminate this Contract and Task Orders under this Contract, in the event it shall abandon or indefinitely postpone a specific project as defined in the Task Orders. Such termination shall be accomplished by written notice to that effect delivered to Consultant. Upon receipt of such notice, Consultant shall immediately cease work and deliver to Owner all completed or partially completed work. Payment to Consultant shall be made for work performed prior to receipt by Consultant of such termination notice, together with Consultant's costs authorized by the Owner for closing down its work, and Consultant shall have no claim for loss of anticipated profits or any additional compensation.

In the event the Owner, for fault on the part of the Consultant terminates the Contract and Task Orders under this Contract, the Consultant shall be paid only for work satisfactorily performed and delivered up to the date established by the termination notice. After audit of the Consultant's actual costs to the date established by the Owner in the termination notice and after determination by the Owner of the amount of work satisfactorily performed, the Owner shall determine the amount to be paid the Consultant.

The Owner may, by written notice to the Consultant, terminate this Contract and Task Orders 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 Contract, 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

The right is reserved by the Owner to suspend this Contract and the Task Orders under this Contract at any time. Such suspension may be affected by the Owner by giving the Consultant written notice, and will be effective as of the date established in the suspension notice. Payment for the Consultant's services will be made by the Owner to the date established in the suspension notice in accordance with Paragraph 2 above. The Consultant shall perform no billable services after the date of termination given in the notice.

Should the Owner wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one (1) year after such suspension, unless this period be extended by written consent of the Consultant.

Unless this Contract and the Task Orders under this Contract have been terminated prior to the completion of the work as hereinbefore provided, this Contract and the Task Orders under this Contract shall not be considered terminated upon completion and acceptance of the work, or upon final payment therefore, but shall be considered to be in full force and effect for the purpose of requiring the Consultant to make such revisions or corrections in the work as are necessary to correct errors made by the Consultant in the work or for the purpose of having the Consultant make revisions in the work at the request of the Owner as "Extra Work."

Standard of Care and General Compliance with Laws

Services provided by the Consultant under this Contract and the Task Orders under this Contract will be performed and delivered to a standard of care exercised by competent, knowledgeable, trained, and experienced professionals; and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant shall exercise usual and customary professional care in his or her efforts to comply with all local, state, and federal codes, regulations, laws, statutes, etc. in effect as of the date of this Contract.

In the event of a change in laws, regulations, et. al., of which the Consultant becomes aware and which the Consultant believes affects work for the Owner, the Consultant shall inform the Owner of the change and its impact on work already done or to be done, fees and costs involved, and scheduling. If either the Owner or the Consultant believes the change requires a renegotiation of this Contract or the Task Orders under this Contract both the Owner and the Consultant agree to bargain promptly and in good faith, to permit the Consultant to continue to meet the Owner's needs. If a renegotiated contract and/or the Task Orders under this Contract cannot be agreed to, the Owner and Consultant mutually agree to termination of this Contract and/or the Task Orders under this Contract.

The Consultant shall provide appropriate notification of proposed construction to the FAA in accordance with Federal Aviation Regulations Part 157.

In compliance with the applicable laws, the Consultant shall commit no trespass on any public or private property in performing any of the services embraced by this Contract.

#### **Subletting, Assignment, or Transfer (Subcontracting)**

Subletting, assignment, or transfer of all or part of the interest of the Consultant is prohibited unless written consent is obtained from the Owner.

The Consultant may subcontract such professional or technical assistance as he shall deem necessary, provided that the Consultant shall remain fully responsible hereunder (as covered by the indemnification clauses in each subcontract), and provided further that such subcontract shall first be approved by the Owner and further that such subcontractor must comply with all provisions of this Contract and/or with the Task Orders under this Contract.

#### **Forbidding the Use of Outside Agents**

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Contract and/or the Task Orders under this Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract and/or the Task Orders under this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability or, at its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

#### **Employment of Owner or FAA**

The Consultant shall not engage the services of any person or persons then in the employ of the Owner or FAA for work covered by this Contract and/or the Task Orders under this Contract, without the written consent of the employers of such persons.

## **Personnel**

The Consultant represents that they have, or will secure at their own expense, all personnel required in performing the services under this Contract and the Task Orders under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner, except those Owner's personnel assigned to the project under the agreed upon terms.

All services required hereunder will be performed by the Consultant or under his or her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

## **Nondiscrimination**

In connection with the performance of work under this Contract and the Task Orders under this Contract, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The Consultant will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, sex, religion, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

The Consultant will comply with the Owner's Affirmative Action Program requirements.

## **Noncollusion Clause**

Neither the Consultant, nor anyone in the employment of the Consultant has employed any person to solicit or procure this Contract nor will the Consultant make any payment or agreement for payment of any compensation in connection with the procurement of this Contract.

Furthermore, there is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for services rendered under this Contract, or participation therein, directly or indirectly, by any other person, firm or corporation. Except if shown by the contract another contractor jointly servicing the Consultant in the same capacity.

Furthermore, neither the Consultant nor anyone in the employment of the Consultant has either directly or indirectly entered into any agreement, participated in any collusion or otherwise take any action in restraint of free competitive bidding in connection with this Contract.

## **Opinions of Probable 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 the Task Orders which will become a part hereof, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional. It is recognized, however, that the Consultant does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or the 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 the Consultant's cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, the Consultant cannot and does not guarantee

that bids or actual construction and/or acquisition costs will not substantially vary from opinions, evaluations, or studies submitted by the Consultant to the Owner hereunder.

### **Indemnification of Owner**

The Consultant agrees, to the fullest extent permitted by law, to defend, indemnify and hold the Owner, its employees, the City of Oelwein and its employees harmless from any and all damage, liability or cost, including reasonable attorney fees and costs of defense, arising out of the Consultant's acts in the performance of services under this Contract and any Task Orders under this Contract and those of its subconsultants or anyone for whom the Consultant is legally liable.

The Consultant is not obligated to indemnify the Owner in any manner whatsoever for the Owner's own negligence.

### **Insurance**

The Consultant shall provide and maintain Professional Liability, Errors, and Omissions and liability insurance to protect and indemnify the Owner from claims or suits in connection with errors or omissions in the work which is the subject of this Contract and the Task Orders under this Contract, and in accordance with the above Section N, "Indemnification of Owner". Additionally, the Consultant shall provide and maintain Public Liability and Property Damage Insurance so as to protect and indemnify the Owner as provided above, for such covered claims or suits in connection with the work, which is the subject of this Contract and the Task Orders under this Contract, and in accordance with the above Section N, "Indemnification of Owner". The Consultant shall furnish to the Owner certificates issued by insurance companies acceptable to the Owner showing policies carried and limits covered as follows:

\* Professional Liability, Errors, and Omissions Insurance with a minimum stated coverage of \$1,000,000.

If this coverage is written on claims made basis, the Certificate of Insurance must clearly state coverage is on a claims made basis and coverage must remain in effect for at least two (2) years after final payment with the Consultant furnishing the Owner satisfactory evidence of continuation of insurance at final payment and one (1) year thereafter.

\* Worker's Compensation and Employer's Liability and the limits required by the statutes of Iowa.

Comprehensive General Liability Coverage and Contractual Liability Insurance as applicable to the Consultant's obligations. Said insurance with limits not less than:

Personal Injury \$1,000,000 each person and \$1,000,000 each accident

Property Damage \$1,000,000 each accident

Automobile Liability Insurance \$1,000,000 each person and \$1,000,000 each accident

In addition to that specified above, the insurance carried by the Consultant shall include a specific endorsement naming the City of Oelwein, its employees, and the City of Oelwein, Iowa and its employees, as additional insured for all liability arising out of the Consultant's work or operations under this Contract.

(\*- The Owner, its employees, and the City of Oelwein, Iowa and its employees shall not be endorsed as additional insureds on the items noted with an asterisk.)

### **Records**

All records kept and maintained by the Consultant shall show actual time devoted and costs incurred for this Contract and the Task Orders under this Contract.

**Construction Progress Reports**

The Consultant shall complete construction progress reports where the Contract period exceeds one (1) month in duration. These reports may be forwarded to the Owner or FAA at their request.

**Patents**

The Consultant shall agree to defend, save, keep, bear harmless, and fully indemnify the Owner and all its employees or agents from damages, costs, or expenses in law and equity, that may arise, or be set up, for infringement of the patent rights of any person or persons in consequence of the use by the Owner or by any of its employees or agents, or articles supplied under this Contract. The Owner will give to the Consultant prompt notice in writing of any suit or proceeding and provide the Consultant all information, assistance, and authority available.

**Engineer's Certification on Plans**

The Consultant shall endorse the completed plans and report prepared under this Contract and the Task Orders under this Contract and shall affix thereto the seal of a registered professional engineer, licensed to practice in the State of Iowa, in accordance with the Code of Iowa.

**Titles**

The titles, such as for Sections, Paragraphs, or Parts, used in this Contract are for general reference only and are not part of the Contract.

**Notices**

All notices required by law or by this Contract and/or the Task Orders under this Contract 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 the Consultant at such premises and at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Dylan Mulfinger  
City Administrator  
City of Oelwein  
20 2nd Ave SW Oelwein, Iowa 50662

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.

**Controlling Law**

This Contract is to be governed by the laws of the State of Iowa.

**Survival**

All express representations and indemnifications made in or given in the Contract will survive the completion of all services of the Consultant under this Contract or the termination of this Contract for any reason.

**Severability**

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and the Consultant, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.



IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

Owner:	Consultant
City of Oelwein	
Signer Name:	Signer Name:
Date:	Date:
Attest Name:	Attest Name:

Attachments:

- Sample Task Order
- Company Rate Schedule
- Owner's Responsibility
- Required Federal Clauses for Professional Services Contracts
- Duties, Responsibilities, and Limitations of Authority of Resident Project Representative
- Standards for Construction Observation Services

**Attachment No. 1**  
 (Sample Task Order) Task Order No.

In accordance with Section III, paragraph A of the Contract between Owner and Consultant for Professional Services dated Month, Day, Year Consultant agree as follows:

Specific Project Data

Title:
Description:

Services of Consultant

(Incorporate applicable scope of services information)

Owner's Responsibilities

(Incorporate applicable information)

Times for Rendering Services

Phase Completion Date

Phase	Completion Date

Payments to Engineer

METHOD OF PAYMENT, LUMP SUM:

The total compensation for services identified under Section 1 of the Task Order shall be \$\$\$ based on the following distribution:

Phase	Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding	
Total	

Method Of Payment, Direct Labor Costs Times A Factor:

The following estimated cost for Construction Administration Services shall be based on a maximum of a (##) (working/calendar) day construction period. In the event the construction period exceeds this time frame; any additional Construction Administration Services shall be renegotiated.

Direct Labor	
Overhead	
Non-Salary Expenses	
Subtotal	
Subcontractors	
Total Costs	
Fixed Payment	
Total	

The following estimated cost for Construction Observation/Resident Project Services, shall be based on a maximum of a ( ) working/calendar day construction period. In the event the construction period exceeds this time frame; any additional Resident Project Services shall be renegotiated.

Direct Labor	
Overhead	
Non-Salary Expenses	
Subtotal	
Subcontractors	
Total Costs	
Fixed Payment	
Total	

Compensation for construction period services described in Attachment A, "Engineering Services Scope of Work" shall be a cost-plus-a-fixed-payment method of payment:

The fixed payment for the scope of work included in this Contract shall be \_\_\_\_, provided the costs remain under a specified ceiling of \_\_\_\_. Should the scope of work described by this amendment change, the upper limit of the costs \_\_\_\_, as well as the fixed payment, shall be renegotiated as applicable to the revised scope. This estimated cost was computed using the scope of work previously referenced and the rate schedules for the persons expected to perform the work. The appropriate rate schedules for this project are particularly described \_\_\_\_ " \_\_\_\_ . Rate Schedule" attached to and made a part hereof this Task Order

Summary of Estimated Costs

Total Costs (Parts 6-7)		
Fixed Payment		
Overall Total		

Method of payment, standard hourly rates:

The Standard Hourly Rates shall be as shown on Attachment No. 2 to the Contract, in accordance with Section IV, Paragraph A.

The total compensation for services identified under Section 1 of the Task Order will be \$\_\_\_ based on the following distribution:

PHASE	COMPENSATION
Study and Report	
Special Services	
Total	

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Contract. Consultant is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is Day Month Year.

Owner:	Consultant
City of Oelwein	
Signer Name:	Signer Name:
Title:	Title:
Date:	Date:
Designated Representative for Task Order:	Designated Representative for Task Order:

**Attachment No. 2**

CLASSIFICATION HOURLY RATE

Classification	Hourly Rate
Project Manager III	
Project Manager II	
Project Manager I	
Project Engineer III	
Project Engineer II	
Project Engineer I	
Staff Engineer III	
Staff Engineer II	
Staff Engineer I	
Engineering Technician III	
Engineering Technician II	
Engineering Technician I	
CADD Technician III	
CADD Technician II	
CADD Technician I	
Field Technician III	
Field Technician II	
Field Technician I	
Administrative Assistant	

Reimbursable Expenses

All materials and supplies used in the performance of work on this project will be billed at cost.

Auto mileage will be reimbursed on the basis of \$\_\_\_per mile. Service vehicle mileage will be reimbursed on the basis of \$\_\_\_per mile.

Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice cost.

All other direct expenses will be invoiced at cost.

### **Attachment No. 3 Owner's Responsibility**

To permit the Consultant to perform the services required hereunder, the Owner shall supply in proper time and sequence the following at no expense to the Consultant:

Designate in writing, a person to act as the Owner's representative with respect to the services to be rendered under this Contract. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define the Owner's policies with respect to the Consultant's services.

Furnish, as required for performance of the Consultant's services (except to the extent provided otherwise in Attachment No. 1 or in future Task Orders), 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 No. 1 or in future Task Orders.

Provide access to and make all provisions for the Consultant to enter upon publicly-owned property as required to perform the work.

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.

Examine all reports, sketches, drawings, specifications and other documents prepared and presented by the Consultant, obtain advice of an attorney, insurance counselor or others as the 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 the Consultant.

Give prompt written notice to the Consultant whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services or any defect in the work of Construction Contractor(s), Consultants, or the Consultant.

Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution 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 the Consultant encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the Project area, the 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 No. 1 or in future Task Orders, the services to be provided by the Consultant do not include identification of asbestos or pollution, including soil contamination and the Consultant has no duty to identify or attempt to identify the same in the Project area.

Provide such inspection services (except to the extent provided otherwise in Attachment No. 1 as the 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.

Provide available "record" drawings and specifications for all existing physical plants or facilities, which are pertinent to the Project.

Provide other services, materials, or data as may be set forth in Attachment No. 1 or in future Task Orders.

#### **Attachment No. 4**

##### **Required Federal Clauses for Professional Services Contracts CIVIL RIGHTS ACT OF 1964, Title VI - 49 CFR Part 21 Contractual Requirements**

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

**Compliance with Regulations.** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**Nondiscrimination.** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, procurement of materials, and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices with the Contract covers a program set forth in Appendix B of the Regulations.

**Solicitations for Subcontracts, Including Procurement 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 procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

**Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Owner shall impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

Withholding of payments to the contractor under the Contract until the Contractor complies; and/or Cancellation, termination, or suspension of the Contract, in whole or in part.

**Incorporation of Provisions.** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Owner of the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may require the Owner to enter into such litigation to protect the interests of the Owner and in addition, the Contractor any request the United States to enter into such litigation to protect the interests of the United States.

#### **Airport And Airway Improvement Act Of 1982, Section 520 General Civil Rights Provisions**



The Consultant/Contractor/Tenant/Concessionaire/Lessee assures that it will comply with pertinent statutes. Executive orders and such rules are as promulgated to assure 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 obligates the Consultant/Tenant/Concessionaire/Lessee or its transferee for the period during which Federal assistance is extended to the airport program except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or 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 Owner 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 Owner or any transferee retains ownership or possession of the property. In the case of Contractors, 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.

#### **Participation By Disadvantaged Business Enterprises Inspection Of Records - 49 Cfr Part 18**

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Owner, the FAA, the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, paper, and records of the Consultant, which are directly pertinent to the specific contract for the purposes of making an 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 (3) years after final payment is made and all pending matters are closed.

#### **Rights To Inventions - 49 Cfr Part 18**

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

#### **Breach Of Contract Terms Sanctions - 49 Cfr Part 18**

Any violation or breach of the terms of this Contract on the part of the Consultant or subcontractor may result in the suspension or termination of this Contract or such other action, which may be necessary to enforce the rights of the parties of this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

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.

#### **Disadvantaged Business Enterprises (Dbe) Required Statements - 49 Cfr Part 26**

Consultant Responsibilities - The Consultant shall agree to the below stated DOT policy and DBE obligation

and further agrees to insert the following clauses in any subcontract:

Contract Assurance (26.13). The Consultant or subcontractor 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.

Prompt Payment (26.29). The Consultant agrees to pay all subcontractors for satisfactory performance of their contracts no later than seven (7) days from the date the Consultant received payment or should have received payment when the reason for non-payment or is not the subcontractor's fault. The Consultant agrees to return all retainage held on all bonded subcontractors within thirty (30) days after the subcontractor's work is satisfactorily completed. Non-bonded subcontractors may be required to submit proof of payment for all material bills and wages to the Consultant before the Consultant is required to pay the retainage. If the Consultant is found to be in noncompliance with the prompt payment clause they will be subject to sanctions enforced by the Owner. The sanctions include issuing two-party checks for the payment of the Consultant's application for payment. The two-party check will be made payable to the Consultant and its subcontract. Also, the Owner may withhold funds due the Consultant pursuant to provisions of Chapter 573, Code of Iowa.

#### **Trade Restriction Clause - 49 Cfr Part 30**

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

- Is not owned or controlled by one (1) 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);
- 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 (1) or more citizens or nations of a foreign country on said list; and
- 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 FAA may direct through the Owner 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 Owner 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 FAA may direct through the Owner 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.

#### **Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion - 49 Cfr Part 29**

The Consultant/Bidder/Offeror certifies, by submission of this proposal or acceptance of this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Bidder/Offeror/Contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

#### **Termination Of Contract - 49 Cfr Part 18**

The Owner may, by written notice, terminate this Contract in whole or in part at any time, either for the Owner's convenience or because of failure to fulfill the Contract obligations. Upon receipt of such notice, services shall 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 Owner.

If the termination is for the convenience of the Owner, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

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

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

The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

#### **Lobbying And Influencing Federal Employees**

No Federal appropriated funds shall be paid, by or on behalf of the Consultant, 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 the making of any Federal grant and the amendment or modification of any Federal Grant.

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 any Federal grant, the Consultant shall complete and submit Standard Form - LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

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.

### **Contract Workhours And Safety Standards Act Requirements**

#### **Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

#### **Violation; Liability for Unpaid Wages; Liquidated Damages.**

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

#### **Withholding for Unpaid Wages and Liquidated Damages.**

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

#### **Subcontractors.**

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

## **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 Consultant 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 Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

## **Energy Conservation Requirements**

Consultant and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

## **Federal Fair Labor Standards Act (Federal Minimum Wage)**

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.

## **Seismic Safety**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

## **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.

## Attachment No. 5

### Duties, Responsibilities, And Limitations of Authority of Resident Project Representative

#### General

Resident Project Representative is Consultant's Agent and will act as directed by and under the supervision of Consultant also referred to in this Attachment as Engineer, and will confer with Consultant regarding their actions. Resident Project Representative's dealings in matters pertaining to the on-site work shall in general be only with Consultant and Contractor, and dealings with subcontractors shall only be through or with the full knowledge of Contractor. Written communication with Owner will only be through or as directed by Consultant.

Duties and Responsibilities.

Resident Project Representative will:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, and schedule of values prepared by Contractor and consult with Consultant concerning their acceptability.
2. Conferences: Attend preconstruction conferences, arrange and schedule progress meetings, and other job conferences as required in consultation with Consultant and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
3. Liaison:
  - a. Serve as Consultant's liaison with Contractor working principally through Contractor's superintendent and assist him in understanding the intent of the Contractor documents. Assist Consultant in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
  - b. As requested by Consultant, assist in obtaining from Owner additional details or information, when required at the job site for proper execution of the work.
4. Shop Drawings and Samples:
  - a. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by Contractor, and notify Consultant of their availability for examination.
  - b. Advise Consultant and Contractor or its superintendent immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by Consultant.
5. Review of Work, Rejection of Defective Work, Inspections, and Tests:
  - a. Conduct on-site observations of the work in progress to assist Consultant in determining if the work is proceeding in accordance with the Contract documents and that completed work will conform to the Contract documents.
  - b. Report to Consultant whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment and advise Consultant when they believe work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
  - c. Verify that tests, equipment and systems startups, and operating and maintenance instructions are conducted as required by the Contractor documents and in the presence of required personnel and that Contractor maintains adequate records thereof, observe, record, and report to Consultant appropriate details relative to the test procedures and startups.

- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections, and report to Consultant.
  - e. Advise the Contractor, the Airport Manager of Engineering, Maintenance & Operations, and/or the FAA of safety concerns noted during construction operations.
6. Interpretation of Contract Documents: Transmit to Contractor Consultant's clarifications and interpretations of the Contract documents.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report them with recommendation to Consultant.
8. Records:
  - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract. Consultant's clarifications and interpretations of the Contract documents, progress reports, and other project-related documents.
  - b. Keep a diary or logbook, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to Consultant.
  - c. Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
9. Reports:
  - a. Furnish Consultant periodic reports as required of progress of the work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
  - b. Consult with Consultant in advance of scheduled major tests, inspections, or start of important phases of the work.
  - c. Report immediately to Consultant upon the occurrence of any accident.
10. Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward those with recommendations to Consultant, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
11. Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and deliver this material to Consultant for their review and forwarding to Owner prior to final acceptance of the work.
12. Completion:
  - a. Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
  - b. Conduct final inspection in the company of Consultant, Owner, and Contractor and prepare a final list of items to be completed or corrected.
  - c. Verify that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

#### Limitations of Authority.

1. Except upon written instructions of Consultant, Resident Project Representative:
2. Shall not authorize any deviation from the Contract documents or approve any substitute materials or equipment.
3. Shall not exceed limitations on Consultant's authority as set forth in the Contractor documents.
4. Shall not undertake any of the responsibilities of Contractor, subcontractors, or Contractor's

superintendent, or expedite the work.

5. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract documents.
6. Shall not advise on or issue direction as to methods of eliminating safety concerns noted in connection with the work.
7. Shall not authorize Owner to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests, with the exception of nuclear density testing and fresh concrete testing, as required by the specification or directed by the Consultant.



## Attachment No. 6

### Standards For Construction Observation Services

Minimum Qualifications for Personnel, Equipment, and Facilities to be provided by the Consulting Engineering Firm responsible for Construction Observation Services to verify that the construction is in general accordance with the approved plans and specifications.

1. Scope
  - a. The Consulting Engineering Firm (Engineer) shall provide Construction Observation Services for the project described in the basic portion of this document. The Engineer will be required to furnish material, provide qualified personnel and equipment; perform required tests; and submit the reports described herein. The purpose of these services is to verify that the project is being constructed in compliance with the approved plans and specifications.
2. Laboratory Building, Equipment, and Contract Documents
  - a. The Engineer shall assure that a facility suitable for use as a field office and laboratory is provided for in the construction contract documents.
  - b. The Engineer shall assure that equipment required for surveying, material testing, and project inspection is provided for in the construction contract specifications.
  - c. The Engineer shall assure that approved plans and/or specifications are available to construction observation and testing laboratory personnel employed by the Engineer or working under contract with the Consultant.
3. Project Consultant
  - a. The Project Engineer shall be a Professional Engineer, licensed in the state where construction takes place (or a reciprocal state), and shall have overall responsibility for construction observation of the project and confirm to the Owner that the construction is in accordance with the approved plans and specifications. The Engineer shall be on the project site at the beginning of any critical operations and shall supervise all additional construction observation personnel (Critical operations shall be specifically defined in the COP). The Engineer shall have authority to make decisions regarding the project, subject to approval of the Owner and the FAA. Official project documents (i.e. change orders, inspection reports, etc.) shall always be signed by the Project Engineer. Documents shall also be signed by the appropriate construction observer if the Project Engineer is not on site to observe operations. Unless otherwise approved by the FAA, the Project Engineer shall meet the following minimum requirements:
    - i. Earthwork - 3 years of experience in earthwork construction.
    - ii. Base and Subbase - 3 years of experience in base and subbase construction.
    - iii. Concrete or Asphalt - 5 years of experience in airport or highway pavement construction.
  - b. During construction operations which require observation or testing, either the Project Engineer or a qualified construction observer shall be on the project site. Qualifications for construction observation personnel are outlined in the appropriate sections.
4. Testing Laboratory
  - a. The laboratory furnishing testing services for the project shall be tested for proficiency by a nationally recognized accreditation program i.e. AASHTO, NVLAP or A2LA. [NOTE: If a testing laboratory can show evidence that it has applied for and paid necessary fees to an acceptable laboratory accreditation program, such evidence may satisfy this requirement.] The laboratory shall only be required to have accreditation for tests required in the project.
  - b. Testing functions occurring in the field such as density testing, material sampling, or specimen preparation may be performed by accredited laboratory personnel or other qualified personnel. The minimum qualifications for field-testing Personnel are outlined

under Part VII. For areas not covered under Part VII, field-testing personnel shall have as a minimum, one (1) year of experience with the appropriate material and construction methods.

5. Construction Observation Program

- a. At least a minimum of ten (10) days prior to the pre-construction meeting the Engineer shall submit a COP to the FAA for approval. [NOTE: An approved COP will be required prior to FAA authorization to issue Notice to Proceed.] The COP shall detail the measures and procedures to be used by the Engineer to comply with quality assurance provisions of the construction contract, including, but not limited to, all quality assurance provisions and tests required by the project specifications. The program shall include the following items as a minimum:
  - i. Name of the person representing the Owner who has overall responsibility for [construction] contract administration for the project and the authority to take necessary actions to comply with the Contract.
  - ii. Names of testing laboratories and a certificate of accreditation indicating proficiency in specific test standards.
  - iii. Names of other engineering firms with quality assurance responsibilities for the project including a description of the services to be provided by each firm.
  - iv. List qualifications for the Project Engineer, site inspectors, laboratory personnel, and testing personnel.
  - v. Listing of all tests required by the [construction] contract specification, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
  - vi. Procedures for confirming that:
    1. Tests are taken in accordance with the approved COP;
    2. Tests are documented properly;
    3. Corrective actions/retesting are taken for failed tests;
    4. Mix designs meet project specifications and Engineer's approval is properly documented;
    5. Quality and quantity; and
    6. Reports are transmitted to proper parties.

6. Surveying

- a. The surveying included in this portion of the engineering Contract is for construction of the project. All field notes and data collected during design will be available to the Project Engineer regardless of who designs the project. The survey party shall consist of a party chief and a qualified survey crew. If property surveying is required, the party chief shall be a registered land surveyor.
- b. Unless otherwise specified in the Contract documents, the Contractor shall be responsible for all construction staking. The Owner's survey personnel shall not be employed by the Contractor. The Owner's survey party shall establish initial vertical and horizontal control points, make spot checks on alignment, verify proper cross sections of the completed pavement layers (subgrade, subbase, base course, and surface course) and verify final cross sections for computing final pay quantities. In the event that the Owner is also responsible for construction staking, the survey party shall be responsible for horizontal layout and vertical control, grade staking, verifying the final grades of the completed subgrade, subbase, base course, and surface course layers and verifying final cross sections for computing final pay quantities.

7. Construction, Observation, and Material Testing

- a. Subgrade, Subbase, and Base Course Construction Personnel.
  - i. Field Construction Observer: The Engineer shall provide at least one (1) on-site construction observer per shift with a minimum of two (2) years experience in

earthwork, and aggregate subbase/base course construction. A four (4) year college degree in engineering or a certificate of completion from an acceptable training course may be substituted for up to one (1) year of experience (requires approval by the FAA). If additional assistant construction observers are required they shall have a working knowledge of earthwork and subbase/base coarse construction procedures.

- ii. Field-testing Personnel: Unless otherwise required in the construction specifications, field-testing personnel shall have a minimum of one (1) year experience in field-testing of subgrade, subbase, and base courses. In lieu of working experience, a certificate of completion from an acceptable training course may be accepted, (requires approval by the FAA).
- iii. Laboratory Personnel: The supervisor(s) of the main testing laboratory and field laboratory shall have as a minimum two (2) years of prior employment with the official project testing laboratory or other testing laboratories with approved accreditation. The supervisor is ultimately responsible for the testing activity, but need not be present for field sampling or field-testing.

8. Bituminous Paving Observation Personnel.

- a. Field and Plant Inspectors: The Engineer shall furnish a sufficient number of observers to adequately observe plant and field laydown operations. A minimum of one (1) on-site observer per shift shall have at least five (5) years of experience in the field of bituminous pavement construction. A four (4) year college degree in engineering or a certificate of completion from an acceptable training course may be substituted for up to one (1) year of experience (requires approval by the FAA). Additional assistant observers shall have a working knowledge of the appropriate construction procedures. This includes observers for construction of bituminous seal coats and surface courses.
- b. Field-testing Personnel: Unless otherwise required in the construction specifications, field-testing personnel shall have a minimum of one (1) year experience in field-testing and sampling of bituminous concrete. In lieu of working experience, a certificate of completion from an acceptable training course may be accepted (requires approval by the FAA).
- c. Laboratory Personnel: The supervisor(s) of the main laboratory and field laboratory shall have a minimum of two (2) years of supervisory employment with this laboratory or other laboratories with approved accreditation. Additional laboratory personnel shall have a working knowledge of bituminous mixture testing. The supervisor is ultimately responsible for the testing activity, but need not be present for field sampling or field-testing.

9. Concrete Paving and Structural Concrete Observation Personnel.

- a. Field Observers: The Engineer shall furnish a sufficient number of observers to adequately observe plant and field placement operations. A minimum of one (1) on-site observer per shift shall have at least five (5) years experience in concrete pavement construction. A four (4) year college degree in engineering or a certificate of completion from an acceptable training course may be substituted for up to one (1) year of experience (requires approval by the FAA). The observer shall be on site during the placing, initial sawing and initial curing operations. Additional assistant observers shall have a working knowledge of concrete paving procedures.
- b. Field-testing Personnel: Unless otherwise required in the construction specifications, field-testing personnel shall have a minimum of one (1) year experience in field-testing and sampling of portland cement concrete. In lieu of working experience, a certificate of completion from an acceptable training course may be accepted (requires approval by the FAA).
- c. Testing Laboratory Personnel: The supervisor of the main laboratory and field laboratory shall have a minimum of two (2) years of employment with this laboratory or other laboratories that have approved accreditation. Additional laboratory personnel shall have a working knowledge of concrete testing. The supervisor is ultimately responsible for the

testing activity, but need not be present for field sampling or field-testing.

10. Manufactured Materials.

- a. For manufactured items such as cement, asphalt, steel, lime, etc., the Project Engineer may accept the vendor's certification that the materials meet the specifications or they may require the material to be tested for compliance to the specifications.

11. Report of Test Results to the Contractor.

- a. The Contractor shall be verbally notified of the test results immediately after the tests have been completed. The information shall include the results of the tests and any payment deductions due to substandard construction materials. In no case shall the Contractor be verbally notified later than four (4) working hours after the test results have been completed. Additional written notification shall be provided to the Contractor within seven (7) days after the tests have been completed.

12. Retesting.

- a. The testing laboratory shall provide written notification to the Owner and the Contractor of additional costs incurred from retesting of failed materials and additional quality assurance tests.

13. Reports.

- a. Weekly Reports: Tests reports including types of tests taken, applicable standards, location of tests, tests results (highlighting those tests which fail specification requirements), provisions for failed tests, and specification requirements shall be recorded and filed in a timely and orderly manner and shall be made available for review by the FAA upon request.
- b. Final Report: At the end of the job the Project Engineer shall submit a final test and quality control report documenting the results of all tests performed. Those tests that failed or did not meet the applicable test standard shall be highlighted and corrective action/retesting noted. The report shall include the pay reductions applied and justification for accepting any out-of-tolerance materials.