



AECOM
501 Sycamore Street
Suite 222
Waterloo, Iowa 50703
www.aecom.com

319-232-6531 tel
319-232-0271 fax

**REHABILITATE T-HANGAR TAXILANES
FAA AIP 3-19-0067-016-2026**

**OELWEIN MUNICIPAL AIRPORT
OELWEIN, IOWA**

Project Description - See Attached Exhibit A, Scope of Services

Scope of Services - See Attached Exhibit A, Scope of Services

Compensation

Compensation for services for this project shall be a cost-plus fixed fee not to exceed Fifty-Five Thousand Six Hundred Dollars (\$55,600.00). See attached Exhibit B, Consultant Cost Summary.

General Conditions

Except as specifically amended by this Individual Project Agreement, Services shall be provided in accordance with the Consultant Services Agreement for the Oelwein Municipal Airport, entered between AECOM Technical Services, Inc. ("ATS") and the City of Oelwein ("Client") dated January 17, 2022. The conditions in the attached Exhibit C, Federal Contract Provisions for A/E Agreements, shall replace Exhibit B, Federal Provisions of the Consultant Services Agreement.

APPROVED:
CITY OF OELWEIN, IOWA

APPROVED:
AECOM TECHNICAL SERVICES, INC.

By _____
Brett DeVore, Mayor

By Michelle M. Sweeney
Michelle M. Sweeney, PE, PTOE
Associate Vice President

Date _____

Date 11/17/2025

**EXHIBIT A
SCOPE OF SERVICES**

**REHABILITATE T-HANGAR TAXILANES
FAA AIP 3-19-0067-016-2026**

**OELWEIN MUNICIPAL AIRPORT
OELWEIN, IOWA**

I. Project Description

The project will evaluate the T-Hangar Taxilane system on the west side of the aircraft parking apron to determine if reconstruction or rehabilitation of these taxilanes is required. The system consists of a 20-foot-wide section of taxilane extending approximately 435 feet westerly from the aircraft parking apron and two connecting taxilanes extending northerly approximately 640 feet from the east/west section of taxilane pavement. The east/west taxilane pavement and section of north/south taxilane pavements are asphalt pavements with low range of Pavement Condition Index (PCI) values. The most northerly sections of the taxilanes are concrete pavements with good range for PCI values.

It is anticipated that design and construction of this project will be funded in part with federal funds received through the above listed Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant.

II. Scope of Services

The work to be performed by AECOM Technical Services, Inc. (ATS) shall encompass and include detailed work, services, materials, equipment and supplies necessary to provide preliminary design, develop final plans, develop specifications, provide construction cost estimates and provide bidding services. Work is divided into the following tasks:

1. Pre-Design Conference. This task consists of a pre-design conference called by the Client and held between the Client, ATS and the FAA. The pre-design conference will be conducted by conference call. The purpose of this conference is to discuss various items relating to design parameters, airport safety, routing of aircraft and equipment, sequencing of construction operations, environmental considerations and civil rights requirements. ATS will prepare and distribute an agenda and the minutes of this meeting. The minutes will document the requirements set forth in this pre-design conference. The ATS Project Manager will be in attendance.
2. Data Collection and Review. This task consists of the collection of existing data applicable to this project and related to the proposed work site. Record drawings of completed projects and utility information will be compiled as background information for the project.
3. Subsurface Information. This task will be completed by a subconsultant to ATS. This task consists of completing pavement cores and collection of subsurface soils data. Subsurface investigations shall be completed in accordance with AC 150/5320-6G. Subsurface information will be collected for design and construction of the proposed improvements.
 - a. Soil Borings and pavement cores will be taken at the locations identified in the following table. Figure 1 depicts the proposed locations.

Pavement Cores	Soil Borings	CBR Tests	Description of Location(s)
4	4	1	Asphalt Sections of Taxilanes
2	2	1	Concrete Sections of Taxilanes
6	6	2	Total

- b. Perform Laboratory Testing
 1. Atterberg Limits (ASTM D4318) - 2 Tests
 2. Liquid Limits and Plasticity Index - 2 Tests
 3. Moisture Content - 6 Tests
 4. Moisture Density Relationship (ASTM D1557 Standard) - 2 Tests
 5. California Bearing Ratio (ASTM D1883) - 2 Tests
 6. Hydrometer - Sieve Analysis (ASTM D422) - 2 Tests
 - c. Prepare Geotechnical Report. Submit a draft report for Client and FAA review. The report will be appended to the Engineer's Design Report. Submit a final report after addressing Client and FAA comments.
4. Field Survey. This task will be completed by ATS. This task consists of a field survey to collect the following topographic information to assist in the preparation of the plans for the project:
 - Existing Survey Control Network
 - Bearings of Taxilanes
 - Existing Pavement Edges, Pavement Type and Pavement Joint Intersections for PCC Pavement
 - Drainage Structures and Drainageways
 - Pavement Markings
 - Location of Proposed Pavement Cores and Soil Borings
 - Other Horizontal and Vertical Data Within the Survey Limits

Cross sections every 50 feet out to at least the Object Free Area will be collected. Property surveys are not included in this task. Figure 1 depicts the field survey limits.
5. Base Mapping and Digital Terrain Model. This task consists of the preparation of a project base map and digital terrain model prepared from the field survey and record documents of completed projects.
6. Aircraft Fleet Mix and Design Aircraft. This task consists of developing the aircraft fleet mix and determining the critical design aircraft to be used for the design of this project through coordination with the Client and the FAA.
 - a. A list of aircraft and number of operations conducted by the aircraft that occupy hangars that are accessed by this taxilane system (the aircraft fleet mix) will form the basis of the pavement design.
 - b. The most current version of FAA AC 150/5000-17 Critical Aircraft and Regular Use Determination will be used to define the design aircraft, which is used to justify the proposed taxiway geometric standards. The aforementioned two pavement sections may have different pavement widths.

7. Pavement Design. This task consists of summarizing the pavement evaluation and reconstruction recommendations for the taxiway pavement designs, and preparation of the final pavement design forms (generated from the FAA's pavement design software FAARFIELD, version 2.1.1) for the project. Alternative pavement designs will be completed for rigid and flexible pavement sections. Life cycle costing will evaluate each alternative to determine the most economic pavement section to use for reconstruction of the taxiway pavement.

8. Preparation of Design Plans. This task consists of the preparation of the final design plans for this project. Plans will be prepared in compliance with current FAA requirements in effect at the time the plans are prepared. This task includes the preparation of the following sheets with those sheets submitted at 30% noted with an asterisk and sheets to be submitted at 90% and final submittals:
 - 1) Title Sheet*
 - 2) Legend, General Notes, Schedule of Drawings and Quantities, and Seal
 - 3) General Project Layout*
 - 4) Construction Safety and Operations Plan*
 - 5) Phasing Plan*
 - 6) Typical Sections
 - 7) Pollution Prevention Plan
 - 8) Sediment and Erosion Control Plan
 - 9) Sediment and Erosion Control Details
 - 10) Existing Conditions, Boring Locations and Demo Plan*
 - 11) Geometric Layout*
 - 12) Grading and Drainage Plan
 - 13) Grading and Drainage Plan
 - 14) Subdrain Plan
 - 15) Plan and Profile*
 - 16) Plan and Profile*
 - 17) Jointing Plan
 - 18) Jointing Plan
 - 19) Pavement Jointing Details
 - 20) Supplemental Elevations
 - 21) Supplemental Elevations
 - 22) Marking Plan
 - 23) Marking Plan
 - 24) Marking Details
 - 25) Pavement Joint Repair Plan
 - 26) Pavement Repair Details
 - 27) Cross Sections
 - 28) Cross Sections
 - 29) Cross Sections
 - 30) Cross Sections

9. Project Manual. This task consists of the preparation of the project manual for the project. The technical specifications and corresponding contract documents will be in compliance with Advisory Circular (AC) 150/5370-10H. The project manual will be submitted electronically with track changes being shown for the 90% submittal. The final bid set of the project manual will have track changes accepted.

10. Construction Safety and Phasing Plan. This task consists of the preparation of a separate Construction Safety and Phasing Plan (CSPP) in accordance with AIP Sponsor Guide Section 960 and AC 150/5370-2G. The draft CSPP will be submitted to FAA for review. A final CSPP will be prepared and submitted that will address

comments received. The final CSPP will be submitted as a stand-alone PDF and included in an appendix of the project manual.

11. Airspace Submittal. This task consists of preparation and submittal of FAA 7460-1 forms electronically through the FAA's OEAAA website for temporary construction items, including contractor's staging area, access routes, work area limits and construction equipment. Air space forms will be submitted during design phase of project once element locations are defined for FAA determinations to be received prior to anticipated construction start. Prior to making the 7460-1 submittal, plans showing the study point shall be provided for FAA review.
12. Estimate of Probable Construction Cost. This task consists of the preparation of a detailed estimate of construction costs based upon the detailed plans and specifications.

This statement of probable construction cost prepared by ATS represents ATS's best judgment as a design professional at the time the estimate is drawn. It is recognized, however, that neither ATS nor the Client has any control over the cost of labor, materials or equipment; over the contractor's method of determining bid prices; or over competitive bidding or market conditions. Accordingly, ATS cannot and does not guarantee that bids will not vary from any statement of Probable Construction Cost or other cost estimates prepared by ATS.

13. Engineer's Design Report (EDR). This task consists of the preparation of an EDR in accordance with the AIP Sponsor Guide Section 920 effective at the time of the agreement. The EDR will be submitted to the Client and FAA for review and comment at 30% and 90%. Written responses will be provided to Client and FAA comments. The EDR will consist of the following parts and sections:

Part A - Overview of the Proposed Project

1. Purpose and Need
2. General Scope of Work
3. Project Schedule

Part B - Existing Site Conditions

1. Existing Site Conditions
2. Utilities in the Work Area
3. Geotechnical Investigation
4. Fleet Mix

Part C - Proposed Improvements

1. Design Standards
2. Geometric Improvements
3. Drainage Improvements
4. Geotechnical Investigation
5. Pavement Subdrains
6. Pavement Design
7. Pavement Markings
8. Miscellaneous Work Items
9. Overview of Construction Safety and Phasing
10. Notice of Proposed Construction for Airport Airspace Analysis
11. Client Requested Modifications to Standards

Part D - Airport Documentation

1. Update Airport Layout Plan Set
2. Update Airport Master Record (FAA Form 5010-1)
3. Update Airport Diagram

Part E - Project Financials

1. Life Cycle Cost Analysis
2. Delineation of AIP Non-Participating Work
3. Project Budget
4. Engineer's Estimate of Probable Construction Cost

Appendices

14. Update Airport Layout Plan (ALP). The ALP will be updated to reflect the different pavement sections and widths for the taxiway pavements.
15. Quality Review. This task consists of the quality review of work elements on the project. During the course of this project, quality reviews will be conducted by senior technical personnel that are not directly involved in the project. QC reviews shall be conducted on submittals and comments addressed prior to submitting to the Client and FAA.
16. DBE Program. This task is not included. DBE Goals will be set to zero percent (0%) for this project due to pending legislation.
17. Conferences and Meetings. This task consists of conferences and meetings that will be attended by ATS for the purpose of coordination with the Client, information exchange and general understanding of the status and direction of the project. It is anticipated that an on-site field meeting will be held during design, and a meeting will be held with the Client around the time of the 90% submittal. ATS will prepare agendas and minutes for formal meetings.
18. Bid Assistance. This task consists of assisting the Client in advertising for bids, conducting the bid opening on-site, providing answers and interpretation of the bid documents to questions from bidders, analyzing the bids received and preparing a recommendation of award to the Client. The following documents will be provided to the FAA as part of this task:
 - 1) Pre-Bid Conference Agenda and Minutes
 - 2) Addenda
 - 3) Tabulation of Bids, Spreadsheet and PDF
 - 4) Bid Proposal Form and Surety's POA
 - 5) BA Certification Forms
 - 6) DBE Utilization Statement, Letter of Intent Form, and Certification by State DOT or GFE documentation if no DBE participation proposed
 - 7) ATS Analysis of Bids and Recommendation of Award Letter to Client
 - 8) Client's Recommendation of Award Letter to FAA (prepared by Client)
19. Grant Application. This task consists of assisting the Client in preparation of the AIP grant application in accordance with ARP SOP 6.00 that will consist of the following elements:
 - 1) SF-424, Application for Federal Assistance
 - 2) Form 5100-100 (Parts II, III and IV)

- 3) Project Cost Breakdown
- 4) Project Sketch
- 5) Client Certifications (Six Total)

The grant application is due to the FAA no later than April 1, 2026.

20. Design Administration. This task consists of office administration and coordination of the project. Interoffice meetings, general day-to-day administrative responsibilities, and typing of interoffice memoranda and minutes of meetings are included in this task. This task includes preparation and submittal of the following:

Submittal	Organization	Plans		Project Manual		EDR		CSPP
		Half Size 11"x17"	PDF 11"x17"	Hard Copy	PDF	Hard Copy	PDF	PDF
30%	FAA		PDF				PDF	
	Sponsor	2	PDF			2	PDF	
	ATS	2	PDF			2	PDF	
90%	FAA		PDF		PDF		PDF	PDF
	Sponsor	2	PDF	2	PDF	2	PDF	PDF
	ATS	2	PDF	2	PDF	2	PDF	PDF
Final	FAA		PDF		PDF		PDF	PDF
	Sponsor	2	PDF	2	PDF	2	PDF	PDF
	ATS	2	PDF	2	PDF	2	PDF	PDF
Issued for Bid	FAA		PDF		PDF			
	Sponsor	2	PDF	2	PDF			
	ATS	2	PDF	2	PDF			
	Plan Rooms			4				
	Bidders			14				
Total Hard Copies		16		30		12		
EDR = Engineer's Design Report CSPP = Construction Safety and Phasing Plan HC = Hard copy PDF = Adobe Acrobat PDF								

The FAA and Client will receive PDF and Word versions of the responses to review comments of 30% and 90% Submittals.

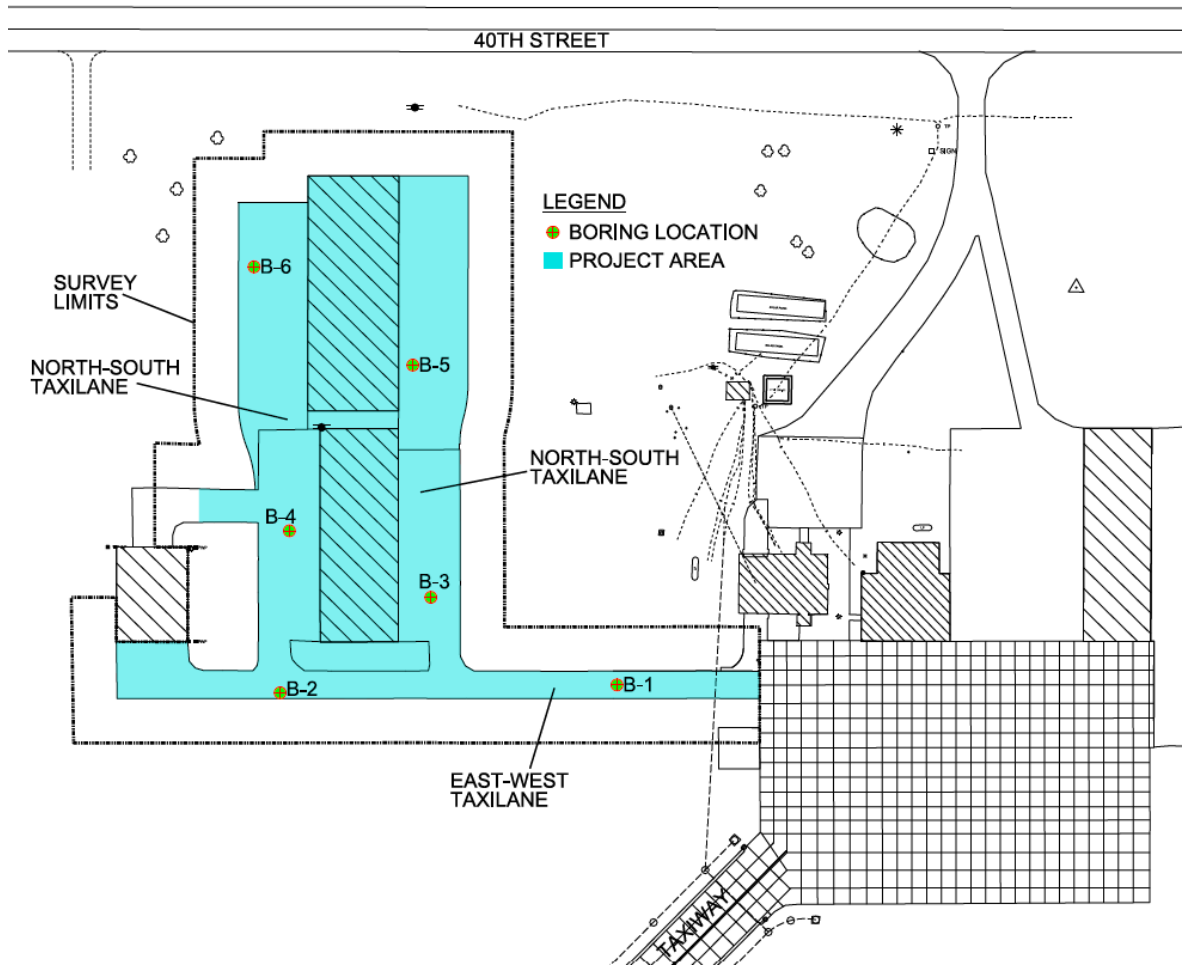


FIGURE 1 – GEOTECHNICAL INVESTIGATION AND SURVEY LIMITS

Rehabilitate T-Hangar Taxilanes

Oelwein Municipal Airport
Oelwein, Iowa

FAA AIP 3-19-0067-016-2026

Engineering Services

Consultant Cost Summary

I. Direct Labor Cost

<u>Category</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>	
Senior Professional	24	\$105.55	\$2,533.20	
Project Professional II	0	\$86.10	\$0.00	
Project Professional I	0	\$74.15	\$0.00	
Staff Professional	80	\$59.30	\$4,744.00	
Professional II	0	\$43.90	\$0.00	
Professional I	114	\$37.30	\$4,252.20	
CADD Operator II	0	\$39.90	\$0.00	
CADD Operator I	98	\$24.20	\$2,371.60	
Senior Technician	20	\$46.85	\$937.00	
Technician	20	\$28.70	\$574.00	
Project Support	28	\$44.80	\$1,254.40	\$16,666.40
	384			

II.	Payroll Burden and Overhead Costs	121.28%	\$20,213.01
-----	-----------------------------------	---------	-------------

III. Direct Project Expenses

<u>Category</u>	<u>Units</u>	<u>Rate/Unit</u>	<u>Amount</u>	
Mileage	600	0.700	420.00	
Per Diem	0	51.00	0.00	
Lodging	0	110.00	0.00	
B/W Copies	2,000	0.06	120.00	
Color Copies	50	0.22	11.00	
Plan Copier	50	0.50	25.00	
EDM Equipment	18	15.00	270.00	
GPS Equipment	1	15.00	15.00	
Miscellaneous, Other			500.00	\$1,361.00

IV.	AECOM Estimated Actual Costs		\$38,240.41
		Rounded	\$38,200.00

V. Subcontract Expense

	Terracon - Geotechnical Investigation	\$11,918.55
--	---------------------------------------	-------------

VI.	Estimated Actual Costs	\$50,100.00
-----	------------------------	-------------

VII.	Fixed Fee (15% of Items I & II)	Rounded	\$5,500.00
------	---------------------------------	---------	------------

VIII.	Maximum Amount Payable		<u>\$55,600.00</u>
-------	------------------------	--	--------------------

Rehabilitate T-Hangar Taxilanes

Oelwein Municipal Airport
Oelwein, Iowa

FAA AIP 3-19-0067-016-2026

Engineering Services

Staff Hour Estimate

Item No.	Description	Senior Prof	Project Prof II	Project Prof I	Staff Prof	Prof II	Prof I	CADD Operator II	CADD Operator I	Senior Technician	Technician	Project Support	Totals
1	Pre-Design Conference	2					2						4
2	Data Collection and Review						2		4				6
3	Subsurface Information						2						2
4	Field Survey				8					20	20		48
5	Base Mapping and Digital Terrain Model						4		8				12
6	Aircraft Fleet Mix and Design Aircraft				4								4
7	Pavement Design				4		4						8
8	Preparation of Design Plans												0
	Title Sheet								2				2
	Legend and General Notes						2		2				4
	General Project Layout						2		2				4
	Construction Safety and Operations Plan				4				4				8
	Phasing Plan				4				4				8
	Typical Sections						8		8				16
	Existing Conditions, Boring Locations and Demo Plan						4		4				8
	Geometric Layout						4		8				12
	Grading and Drainage Plan				2		16		8				26
	Subdrain Plan				16		8		8				32
	Plan and Profile				2		8		4				14
	Jointing Plan						4		4				8
	Pavement Jointing Details								4				4
	Supplemental Elevations						8						8
	Marking Plan								2				2
	Marking Details								2				2
	Pavement Joint Repair Plan				4		8						12
	Pavement Repair Details						4		4				8
	Erosion Control Plans								2				2
	Cross Sections				2		4		8				14
9	Project Manual				16							8	24
10	Construction Safety and Operations Plan (CSPP)						2						2
11	Airspace Submittal						4					8	12
12	Estimate of Probable Construction Cost				4							4	8
13	Engineer's Design Report				4		2						6
14	Update Airport Layout Plan	2			2				4				8
15	Quality Review	4			4								8
16	DBE Program												0
17	Conferences and Meetings	4					4		2				10
18	Bid Assistance	4					4						8
19	Grant Application						4						4
20	Design Administration	8										8	16
	Total Design Services	24	0	0	80	0	114	0	98	20	20	28	384

EXHIBIT C

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”,
“BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE
ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR”
OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER
CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO
THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING
CONTRACTS WITH THE A/E.

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS.....	3
CIVIL RIGHTS – GENERAL.....	3
CIVIL RIGHTS – TITLE VI ASSURANCES.....	3
PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.....	6
FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE).....	6
OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970	6
RIGHT TO INVENTIONS.....	6
SEISMIC SAFETY.....	7
TAX DELINQUENCY AND FELONY CONVICTIONS	7
TRADE RESTRICTION CERTIFICATION	7
VETERAN’S PREFERENCE	8

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING	9
EQUAL EMPLOYMENT OPPORTUNITY (EEO).....	9
PROHIBITION OF SEGREGATED FACILITIES	10
TERMINATION OF CONTRACT	11

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION.....	12
-------------------------------	----

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.....	13
LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.....	14

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL	15
---	----

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS	15
DISADVANTAGED BUSINESS ENTERPRISE	15

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

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

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

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, 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 Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

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

SEISMIC SAFETY

Reference: 49 CFR Part 41

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 that 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.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

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

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC § 1001.

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

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

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

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

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 USC § 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.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration 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 subgrant.

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

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

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

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

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

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

Termination for Cause (Professional Services)

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

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

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant

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

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

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

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

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

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

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

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

1. Overtime Requirements.

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

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) 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 \$29 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.

3. 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.

4. Subcontractors.

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

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, 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.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

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

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of *responsiveness*:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Solicitation Language (Race/Gender Neutral Means)

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

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

This Page Intentionally Left Blank