Bismarck

AIRPORT

DATE: September 20, 2016

FROM: Gregory B. Haug, Airport Director

ITEM: Special Meeting Agenda Item for September 21, 2016

REQUEST

Consider construction bids, a construction inspection/administration engineering services agreement with KLJ, consider a Passenger Facility Charge (PFC) #7 application agreement with KLJ, acceptance of FAA grant offer, and project budget for Runway 13/31 reconstruction (Phase 1).

BACKGROUND INFORMATION

Airport staff has been working with the Board for several years preparing for reconstruction of the primary runway 13/31. On March 11, 2014, the Board approved KLJ work on an engineering design report for runway 13/31 that completed required planning steps to answer FAA questions and prove the need for reconstruction. On May 15, 2015, the Board approved work on an airport drainage study to determine drainage needs impacting the runway. On November 12, 2015, the Federal Aviation Administration (FAA) approved the environmental action (Categorical Exclusion or CATX) for runway 13/31. On February 23, 2016 the Board approved an agreement with KLJ to design the first year of construction of this three year project.

We believe a short overview of the entire project will be beneficial. Staff anticipates the project will occur over three years in three distinct phases, building from south to north (enclosure 1). The design for each phase and the grants and contracts will be completed the summer prior to the actual work which will occur in 2017, 2018 and 2019. In working with Finance Director Sheila Hillman and the Budget committee we anticipated a cost of approximately $67 million paid for by a package of FAA grant funding, state funding and City share made up of airport enterprise funds, Airport revenue bonds and a city general fund contribution (enclosure 2). The sponsor share of the project will be recovered in Passenger Facility Charge (PFC) #7. PFC 7 revenue will back up the airport revenue bond.

The five actions needed for the first phase of construction are related. These are consider construction bids, consider a construction inspection/administration engineering services agreement with KLJ, consider a Passenger Facility Charge (PFC) #7 application agreement with KLJ, acceptance of FAA grant offer and approval of the project budget for this first year of Runway 13/31 reconstruction.

The first phase (southern portion) of the runway work was advertised and bids were opened at 4 PM September 1, 2016 (enclosure 3). 3 bids were received for general work, 3 bids for electrical work. The low bid for general contractor is Strata Corporation (Strata) of Grand Forks, ND for Schedule 1, Divisions 1, 2, 3 and Division 3, Alternate B with a total bid of $19,372,809.72. Strata's total bid was 6.2 percent lower than the Engineer's Opinion of Probable Construction Cost of $20,655,387.97. The low bid for electrical is Edling Electric, Inc. (Edling) of Bismarck, ND for Schedule 2, Division 1, 2, 3 and 4 with a total bid of $781,024.76. Edling's total bid was 41 percent lower than the Engineer's Opinion of Probable Construction Cost of $1,324,628.75. Note Schedule 2 Division 2 Alternates A and B for Precision Approach Path Indicator (PAPI) installation in the electrical bid were removed from award and will be acquired in a separate procurement action. Once the PAPI's are procured a change order will be processed with Edling to install the PAPI's.

When airport staff brought the design agreement for the first phase to the Board in February we said a separate contract would be brought to the Board for construction administration, inspection, testing and project closeout (enclosure 4). A scope of work and tasks for the construction engineering contract was developed and approved by the FAA. This scope was used to solicit an independent fee estimate from TKDA Engineering in Minneapolis, Minnesota. The independent fee estimate (IFE) was then used to assist in negotiating a contract with KLJ. KLJ proposes a cost of $1,532,084.16 for all work completed. Our independent fee review calculated total engineering fees of $1,412,225.62. KLJ's proposed fees are 8.49% (+$119,858.54) above the independent fee review and are deemed to be reasonable. The cost analysis of testing fees completed by TKDA recommended that additional quotes be secured to determine reasonable testing fees. When we have a low quote we will add testing to the KLJ engineering agreement by amendment as a pass through cost. If we have this cost we will bring it to the meeting and seek permission to add this pass through cost to the KLJ agreement.

The planned funding package includes airport revenue bonds backed by airport PFC revenue which requires submission of an application to be submitted for PFC #7. A scope of work and tasks for the PFC application agreement was developed and reviewed by staff. A cost review conducted by staff looked at proposed hours of work, hourly rates, overhead rates and non salary expenses. KLJ's proposed cost of $34,118.56 was deemed reasonable. KLJ developed the contract for consideration at enclosure 5.

The funding package for this phase is FAA grant, State grant, airport funds/bonding and a City General Fund contribution. The FAA grant offer is $13,860,613.00. It is possible additional FAA funds could be offered prior to the end of the fiscal year. North Dakota Aeronautics Commission approved a grant of $750,000 in May 2016. An additional grant of $750,000 is expected in May 2016 for this phase. The sponsor share of the project will be recovered in

Passenger Facility Charge (PFC) #7. PFC 7 revenue will also back up the airport revenue bond. The project budget is at enclosure 5. The budget includes an estimated cost for a reimbursable agreement with the FAA for work related to impacts to their navigation aids.

RECOMMENDED CITY COMMISSION ACTION

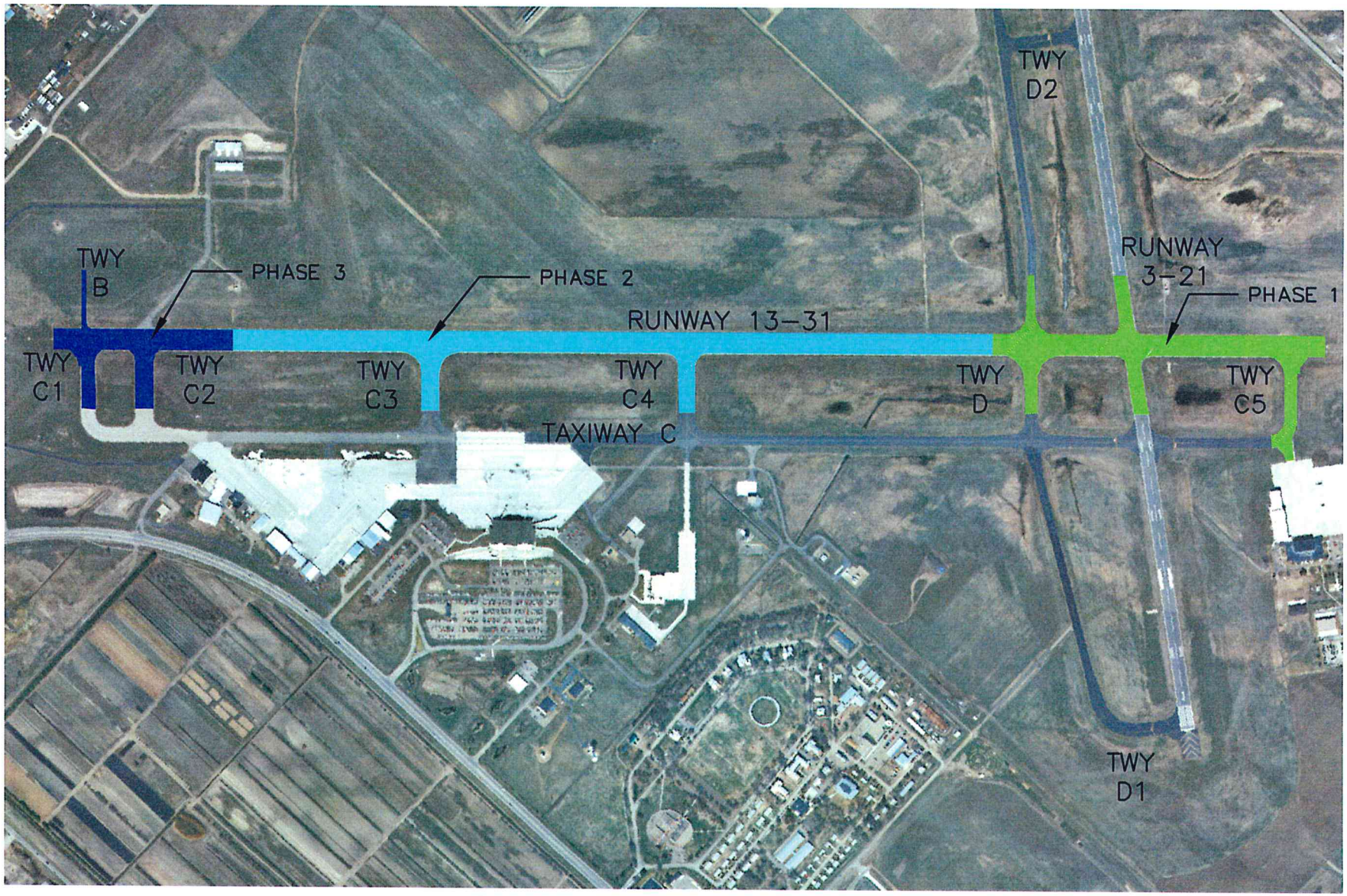
1. Approve award of Schedule 1, Divisions 1, 2, 3 and Division 3, Alternate B, to Strata in the amount of $19,372,809.72. Approve award of Schedule 2, Divisions 1, 2, 3 and 4, to Edling in the amount of $781,024.76.
2. Approve KLJ's construction inspection/testing/administration/closeout engineering services agreement for $1,532,084.16.
3. Approve KLJ's PFC #7 application agreement for $34,118.56.
4. Accept the FAA grant offer of $13,860,613.00.
5. Authorize acceptance of an additional FAA grant funding if offered.
6. Approve the project budget at enclosure 5.

STAFF CONTACT INFORMATION

Greg Haug, Airport Director, 701-355-1808, ghaug@bismarcknd.gov

Enclosures:

1. Construction Phase diagram
2. CIP project sheet with financing plan
3. Bid Tab Runway 13/31
4. KLJ Construction inspection/testing/administration/closeout agreement
5. KLJ PFC #7 application agreement
6. Phase 1 Project budget



DRAFTED BY: A.M.L.
REVIEWED BY: T.J.N.
PROJECT NO: 1516702
REVISED DATE: 02/17/2016

RUNWAY 13-31 RECONSTRUCTION
BISMARCK AIRPORT – CITY OF BISMARCK (OWNER)
BISMARCK, NORTH DAKOTA

KLJ

Feb 18, 2016 – 10:43am – J:\airport\1513700\CAD\plan\1513700b_Quantities_recover.dwg (EXHIBIT 1)

© KLJ 2016

ENCL 1

City of Bismarck Capital Improvement Project 2017 - 2021

Department: Airport	Project Title: Rehabilitate Runway 13-31 (Reconstruction)	Priority 1 of 31	1st Year: 2014

Description: 2017 - Rehabilitate and Strengthen Runway 13-31. Reconstruct south portion of Runway 13-31 from taxiway D intersection to south end. (2200 Feet)
2018 - Rehabilitate and Strengthen Runway 13-31. Reconstruct center portion of runway 13-31 (approximately 5495 feet).
2019 - Rehabilitate (Reconstruction) of Runway 13-31. Rebuild of north 1100 feet of runway 13-31.

Justification: In 2011, some of the Pavement Condition Index (PCI) ratings on Runway 13/31 were as low as 42. Some of the pavements were constructed as early 1952. The runway surface is exhibiting signs of pavement failure, with significant deterioration of longitudinal joints and differential movement. As a result, the best long term solution is to recostruct Runway 13/31.

Scheduling and Project Status 2017-2019

Annual Impact on Income and Operating Costs
Project will be awarded in 2016 but construction in 2017 so costs are shown in 2017 budget year.
Project will be awarded in 2017 but construction in 2018 so costs are shown in 2018 budget year.
Project will be awarded in 2018 but construction in 2019 so costs are shown in 2019 budget year.

Project Costs:	2017	2018	2019	2020	2021	Total
Planning & Preliminary Design						
Engineering/Architectural						
Construction	$23,291,000	$31,470,000	$12,023,000			**$66,784,000**
Other (specify)						
Total	**$23,291,000**	**$31,470,000**	**$12,023,000**			**$66,784,000**
Project Funding:						
City						
Enterprise Construction Reserves	$6,248,000					**$6,248,000**
Motel/Liquor/Restaurant						
Building Construction						
Sales Tax Fund						
Special Assessment Bonds						
General Fund		$10,260,200	$601,150			**$10,861,350**
Other (specify) Revenue Bonds	$3,543,000	$6,457,000				**$10,000,000**
Non-City						
Private/Donations						
Federal Grant	$12,000,000	$13,179,300	$10,820,700			**$36,000,000**
State Grant	$1,500,000	$1,573,500	$601,150			**$3,674,650**
Total	**$23,291,000**	**$31,470,000**	**$12,023,000**			**$66,784,000**

PREPARER	Tim Thorsen	PREPARER'S PHONE NUMBER	355-1806

ENCL 2

Bismarck Airport

Reconstruct Portion of Runway 13-31 (Phase 1), Including Portions of Taxiway D, Runway 13-31 / Runway 3-21 Intersection, Taxiway C5, and Runway 31 Blast Pad. Project Includes Concrete Pavement, Bituminous Pavement, Edge Drains, Storm Sewer, Grooving of Concrete and Bituminous Pavements, High Intensity Runway Lighting, PAPIs, Medium Intensity Taxiway Lighting, Signs, Pavement Sensors, Adjustments to FAA Facilities, and Miscellaneous Items

AIP #3-38-0003-057-2016; KLJ #1516702

Thursday, September 1, 2016; 4:00 PM CT

Bidder	Total Bid Schedule 1 Division 1	Total Bid Schedule 1 Division 2	Total Bid Schedule 1 Division 3	Total Bid Schedule 1 Division 3 Alternate A	Total Bid Schedule 1 Division 3 Alternate B	Total Bid Schedule 1 Division 3 Alternate C	Total Bid Schedule 2 Division 1	Total Bid Schedule 2 Division 2	Total Bid Schedule 2 Division 2 Alternate A	Total Bid Schedule 2 Division 2 Alternate B	Total Bid Schedule 2 Division 3	Total Bid Schedule 2 Division 4	Total Bid General Contractor (Highlighted)	Total Bid Electrical Contractor (Highlighted)
Baranko Bros, Inc. Dickinson, ND														
Bituminous Paving, Inc. Ortonville, MN														
Central Specialties Inc. Alexandria, MN														
Edling Electric Bismarck, ND							$ 208,561.46	$ 167,171.75	$ 31,200.00	$ 26,000.00	$ 201,407.30	$ 203,884.25		$ 781,024.76
J.M. Marschuetz Construction Co. Eureka, MO	$ 9,332,651.22	$ 6,352,942.19	$ 7,457,880.83	$ 558,420.00	$ 579,420.00	$ 524,043.00							$ 23,722,894.24	
JMAC Resources, Inc. Williston, ND														
Knife River Bismarck, ND														
Mariner Construction, Inc. Bismarck, ND														
Muth Electric, Inc. Mitchell, SD							$ 401,024.93	$ 173,219.78	$ 30,785.00	$ 25,410.00	$ 226,422.96	$ 392,037.82		$ 1,192,705.49
Northern Improvement Company Bismarck, ND	$ 8,533,750.65	$ 5,993,967.53	$ 7,010,137.90	$ 562,787.50	$ 631,987.50	$ 584,655.00							$ 22,169,843.58	
Park Construction Company Minneapolis, MN														
Reede Construction, Inc. Aberdeen, SD														
Strata Corporation Grand Forks, ND	$ 8,347,880.43	$ 4,732,288.23	$ 5,803,241.06	$ 443,400.00	$ 489,400.00	$ 307,620.00	$ 472,095.55	$ 215,619.90	$ 45,000.00	$ 45,000.00	$ 304,671.65	$ 640,871.45	$ 19,372,809.72	$ 1,633,258.55
Veit & Company, Inc. Rogers, MN														
Engineer's Opinion of Construction Cost	$ 6,670,036.50	$ 5,623,158.92	$ 7,313,692.55	$ 888,500.00	$ 1,048,500.00	$ 981,600.00	$ 388,333.25	$ 261,292.00	$ 14,000.00	$ 10,000.00	$ 320,660.25	$ 354,343.25	$ 20,655,387.97	$ 1,324,628.75

SUMMARY:

Item	Cost	Item	Cost	Percent Difference
Total Bid - Strata Corporation	$ 19,372,809.72	Engineer's Estimate - General Construction	$ 20,655,387.97	6.2%
Total Bid - Edling Electric	$ 781,024.76	Engineer's Estimate - Electrical Construction	$ 1,324,628.75	41.0%
Total Bid - Strata and Edling	$ 20,153,834.48	Engineer's Estimate - Total	$ 21,980,016.72	

Note: highlighted values indicate the Schedules, Divisions, and Alternates to be Awarded.

Costs shown are AS READ from the bid opening.

ENCL 3

SPECIAL MEETING

CONTRACT REVIEW FORM

DEPARTMENT

Contract between the City of Bismarck and KLJ

Purpose of Contract: RWY 13-31 RECONSTRUCTION PHASE 2 (CONSTRUCTION OBSERVATION, ADMIN, CLOSOUT)

Contract Amount: $1,532,084.16

Contract Period: COMPLETE CONTRACT WITHIN 180 DAYS of FINAL CONSTRUCTION ACCEPTANCE

Funding Source: FAA GRANT (AIP 57), STATE GRANT, BONDING, GENERAL FUND, AIRPORT Funds

Project Number: (If needed, send copy to Fiscal) AIP 3-38-0003-057-2016

Comments:

After Mayor's Signature, route to: AIRPORT

Date:

Department Head Signature:

Date:

CITY ATTORNEY

Comments:

City Attorney Signature:

Date:

FINANCE

Comments:

Director of Finance Signature:

Date:

ADMINISTRATION

City Administrator Signature:

Date:

Please send copy of completed contracts to Administration.

ENCL 4

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this_____ of September, 2016, by and between the City of Bismarck, having an address of 2301 University Drive, P.O. Box 991, Bismarck, ND 58502, hereinafter referred to as the "OWNER", and Kadrmas, Lee & Jackson, Inc., having an address of 4585 Coleman Street, Bismarck, ND 58503, hereinafter referred to as the "ENGINEER".

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

I. GENERAL DESCRIPTION OF WORK TO BE PERFORMED.

The OWNER agrees to and hereby does retain and employ ENGINEER and ENGINEER agrees to perform Professional Services for the project at the Bismarck Airport, WHEREAS, the proposed project is described as follows:

A. Runway 13-31 Reconstruction (Phase 2)
KLJ 1516702 Task 3 Construction Observation & Records
KLJ 1516702 Task 14 FAA Project Closeout Report

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A, a part hereof, entitled "Detailed Scope of Services", and the anticipated level of effort is defined in ATTACHMENT B entitled "Hourly Rate and Cost Breakdown", both parts hereof.

II. PERIOD OF SERVICE

Compensation for ENGINEER's services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of ENGINEER's services through completion. In this regard, if the services covered by this Agreement have not been completed within 24 months of the date hereof, through no fault of ENGINEER, any lump sum or maximum payment amounts shall be equitably adjusted.

III. COMPENSATION.

Compensation on this project shall be broken into separate and independent forms of compensation. The first form of compensation shall be lump sum compensation. The second form of compensation shall be cost plus fixed fee compensation. The third form of compensation shall be hourly rate compensation. Following the description of the compensation method below, a chart details the items which will be compensated on lump sum basis, cost plus fixed fee basis, and hourly rate basis. Generally speaking, those items compensated on a cost plus fixed fee are items that are currently not possible to be estimated accurately. These include, for instance, construction observation and project records phases, which are dependent upon the Contractor who is doing the construction work and the year in which it is constructed. Compensation under an hourly rate basis is typically used when the scope of services is open-ended, unknown and / or not definable. In this case, the ENGINEER shall only bill the cost and fixed fee that is used for that task. Previously audited overhead and general/administrative overhead at 187.72% shall apply to this agreement. The cost of facilities rate of 0.95% and fixed fee rate of 15% shall apply to this agreement.

A. Lump Sum Compensation.

For those work items specified below in the compensation table for lump sum payments, the OWNER shall compensate the ENGINEER for services a lump sum amount to cover all costs for completion of that work item. These costs shall include salary costs, overhead costs, direct non-salary expense, and all other expenses as defined within the latest edition of FAA Advisory Circular 150/5100-14.

The lump sum payment shall be based upon the hours and expenses provided within Attachment B that follow, and shall include a fixed fee payment. The lump sum fee made for these items shall constitute full and total compensation for all of the work necessary to complete the individual items specified in the scope of services. Changes in the scope of services as defined at the time this contract is negotiated shall reflect an additional compensation as negotiated by the ENGINEER and the OWNER. Monthly payments for those items specified below shall be based upon the percentage of work completed to date.

The table below indicates those work items covered as a lump sum payment item, and the total cost or compensation for each of these individual items. ATTACHMENT B provides the justifications for the lump sum fees.

Table A Lump Sum Compensation

Task Item	Total Compensation
FAA Project Closeout Report (Task 14)	$98,154.73

All payments not made within 60 days of the date of the invoice shall be subject to 1.5% per month in interest fees.

B. Cost Plus Fixed Fee Compensation.

The OWNER shall compensate the ENGINEER for services on an actual cost plus a fixed fee basis. The actual costs will consist of salary costs, overhead expenses, and direct non-salary expenses as defined in the latest edition of FAA Advisory Circular 150/5100-14. All direct salary costs and expenses may be verified by auditing at the conclusion of this project. The fixed payment, based on the schedules in ATTACHMENT B, shall not vary from the maximum specified unless the overall scope of the project changes. The table below includes the description of services, the total estimated compensation for this service, and the fixed fee payment.

Payment to the ENGINEER shall be on a monthly basis as the work progresses.

Table B Cost Plus Fixed Fee Compensation

Task Item	Fixed Fee Payment	Total Compensation
Construction Observation & Records (Task 3)	$184,938.07	$1,433,929.43

All payments not made within 60 days of the date of the invoice shall be subject to 1.5% per month in interest fees.

C. Hourly Rate Compensation.

The OWNER shall compensate the ENGINEER for services on an actual cost plus overhead and fixed fee basis. The actual costs will consist of salary costs, overhead expenses, and direct non-salary expenses as defined in the latest edition of FAA Advisory Circular 150/5100-14. All direct salary costs and expenses may be verified by auditing at the conclusion of this project. The fixed fee shall be included in the hourly rate. The table below includes the description of services and the total estimated compensation for this service.

Payment to the ENGINEER shall be on a monthly basis as the work progresses. Refer to ATTACHMENT B for a detailed breakdown.

Table C Hourly Rate Compensation	
Task Item	Total Compensation
NA	NA

All payments not made within 60 days of the date of the invoice shall be subject to 1.5% per month in interest fees.

D. GENERAL

The total compensation for all agreement costs, based on the estimated costs put forth in Attachment B shall not exceed $ 1,532.084.16. The fixed payment for all phases, based upon the estimated costs put forth in Table B shall be a lump sum amount of $184,938.07. For any form of compensation listed above, the individual compensation amounts shall not exceed the maximum amount shown unless approved in writing by the OWNER.

IV. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT.

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

V. OWNER'S RESPONSIBILITY.

To permit ENGINEER to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to ENGINEER.

A. Cooperate with the ENGINEER in the approval of all plans and specifications, or should they disapprove of any part of said plans and specifications, shall make a decision timely in order that no undue expense will be caused the ENGINEER because of lack of decisions. If the ENGINEER is caused extra drafting or other expenses due to changes ordered by the OWNER after the completion and approval of the plans and specifications, the ENGINEER shall be equitably paid for such extra expenses and services involved.

B. Pay publishing costs for advertisements of notices, public hearings, request for bids, and other similar items; shall pay for all permits and licenses that may be required by local, state or

Federal authorities; shall secure the necessary land, easements, and right-of ways required for the project; and shall pay the costs of all material acceptance testing during the construction phase of the project performed by independent testing laboratories.

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

D. Furnish, as required for performance of ENGINEER's services (except to the extent provided otherwise in ATTACHMENT A), 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 A.

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

F. 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.

G. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by ENGINEER, obtain advise of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

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

I. 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.

J. If ENGINEER encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, ENGINEER shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in ATTACHMENT A, the services to be provided by ENGINEER do not include identification of asbestos or pollution, including soil contamination and ENGINEER has no duty to identify or attempt to identify the same in the project area.

K. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project and such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used

the monies paid under the construction contract.

L. Provide such observation services (except to the extent provided otherwise in ATTACHMENT A) as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

M. Provide "record" drawings and specifications for all Existing physical plants or facilities which are pertinent to the Project.

N. Provide written notice to ENGINEER when the project has been financially closed out by FAA.

O. Provide other services, materials, or data as may be set forth in ATTACHMENT A.

P. The OWNER shall agree to renegotiate the compensation should the project change appreciably from the original scope of work, a change in conditions, or additional work required by the ENGINEER. The renegotiated compensation will be based on the new project scope of work.

Q. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.

VI. COMPLETION TIME.

The ENGINEER shall complete the task item assigned as per the schedule defined in the Detailed Scope of Services for that individual task.

VII. TERMS AND CONDITIONS.

A. Ownership of Drawings and Contract Documents.

1. Original documents, such as tracings, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of the contract, are instruments of service and shall remain the property of the ENGINEER unless otherwise agreed to by both parties. Reproducible copies of this information, including electronic copies shall be made available to the OWNER upon request.

2. ENGINEER and OWNER shall retain an ownership and property interest in all final documents created pursuant to this Agreement and any Work Order hereunder (including the right of reuse by ENGINEER at the discretion of ENGINEER) whether or not the Project is completed. OWNER may make and retain copies of Service related documents for information and reference in connection with use on the subject project by OWNER and others. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the subject project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, ENGINEER's officers, directors, partners, employees, agents, or ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, agents, and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from such unauthorized reuse. Any verification or adaptation of the Documents for extensions of the subject project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

3. When a contract is for preliminary plans only, no commitment is implied that would constitute a limitation on the subsequent use of preliminary plans or ideas incorporated therein.

4. The ENGINEER shall provide the OWNER three (3) sets and the FAA each one (1) set of final approved plans and specifications. The ENGINEER shall provide sets of plans and specifications to bidders for a nominal cost during the bidding process. The Contractor awarded the contract shall be provided additional sets of plans and specifications as per the FAA General Provision Item 50-04. The ENGINEER shall provide reproducible copies of reports, specifications and plans (including electronic files in the form of PDFs and the software used to create the final documents) to the OWNER.

B. Standard of Care.

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

C. Limitations of Responsibility.

In the event the OWNER requests ENGINEER to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to ENGINEER for review at least 15 days prior to the requested date of execution. ENGINEER shall not be required to execute any certificates or documents that in any way would, in ENGINEER's sole judgment, (a) increase ENGINEER's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in ENGINEER having to certify, guarantee or warrant the existence of conditions whose existence ENGINEER cannot ascertain.

D. Opinions of Probable Construction Cost.

Since the ENGINEER has no control over the cost of labor, materials or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable construction costs for the project(s) provided for herein are to be made on the basis of experience and qualifications and represent a best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids, change orders or the project construction cost will not vary from the prepared opinion of probable construction costs.

E. Termination.

This Agreement may be terminated by either party, by a seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is so terminated, the ENGINEER shall be paid as provided under compensation for work completed to date of termination.

F. Dispute Resolution.

In the event of a dispute arising out of or relating to the agreement or the services to be rendered hereunder, both parties hereby agree to (1) attempt to resolve such disputes through

direct negotiations between the appropriate representatives of each party, (2) if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by both parties, and (3) if the dispute or any issues remain unresolved after the first two steps, either party may seek to have the dispute resolved by a court of competent jurisdiction.

G. Successors and Assigns.

The OWNER and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

H. Indemnification.

The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the ENGINEER's negligent performance of professional services under this Agreement and that of its sub-engineers or anyone for whom the ENGINEER is legally liable. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and sub-consultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER'S negligent acts in connection with the Project and the acts of its contractors, subcontractors or engineers or anyone for whom the OWNER is legally liable. Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

I. Hazardous Materials.

The parties acknowledge that ENGINEER'S scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist engineers or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

J. Controlling Law.

This Agreement is to be governed by the law of the state in which the Project is located.

K. Construction Phase Services.

OWNER acknowledges that it is customary for the ENGINEER who is responsible for the preparation and furnishing of Drawings and Specifications and other construction related

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

L. Compliance Requirements.

ENGINEER certifies that they are in compliance with all federal, state and local laws, regulations and orders including but not limited to those regarding non-discrimination, wages and hours, workers compensation and immigration and are not currently suspended or disbarred from working on federally funded projects. Failure of compliance may result in the cancellation of any OWNER agreement and exclusion from consideration for future agreements.

M. Insurance.

Throughout the duration of this Agreement, Engineer agrees to provide evidence of insurance coverages not less than the types and amounts specified in Attachment D.

N. Affirmative Action.

ENGINEER and any Subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

VIII. FEDERAL CONTRACT PROVISIONS.

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

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

Owner	City of Bismarck		
Signed		Attest	
Name	Michael C. Seminary	Name	Keith J. Hunke
Title	President, Board of City Commissioners	Title	City Administrator
Date			

Engineer	Kadrmas, Lee & Jackson, Inc.		
Signed		Attest	
Name	Steve Synhorst, PE	Name	Tom Neigum, PE
Title	Division Leader	Title	Aviation Services Manager
Date			

CERTIFICATION OF ENGINEER

I hereby certify that I am the Division Leader (title) and duly authorized representative of Kadrmas, Lee & Jackson, Inc., whose address is 4585 Coleman Street, Bismarck, ND 58503, and that neither I nor the firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this contract, or

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of North Dakota, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and federal laws, both criminal and civil.

The undersigned firm certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is 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 and by execution of this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the undersigned firm or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Engineer	Kadrmas, Lee & Jackson, Inc.		
Signed		Attest	
Name	Steve Synhorst, PE	Name	Tom Neigum, PE
Title	Division Leader	Title	Aviation Services Manager
Date			

Attachment A
Detailed Scope of Services
Runway 13-31 Reconstruction (Phase 2) Construction Administration, Construction Observation and Project Closeout Report
Bismarck Airport, Bismarck, North Dakota
AIP Project # 3-38-0003-057-2016
KLJ# 1516702

EXECUTIVE SUMMARY

The project consists of reconstructing approximately the south 2,200 feet of Runway 13-31, including Taxiway D, Runway 13-31 / 3-21 intersection, Taxiway C, and Taxiway C5.

PROJECT DESCRIPTION

General. The work is to occur at the Bismarck Airport in Bismarck, North Dakota, under the terms and conditions of the Agreement for Professional Services (Agreement) between the City of Bismarck (Owner) and KLJ (Engineer).

The federal work shall be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the Owner. The Engineer shall perform the work under this Agreement with FAA Advisory Circulars and regulations that are current as of the date of this Agreement. Any changes to the FAA Advisory Circulars and regulations after the date of this Agreement shall be addressed per Section IV and Section V, Item P, of the Agreement.

For this project, Runway 13-31 Reconstruction (Phase 1) has been completed as part of a separate Agreement. Runway 13-31 Reconstruction (Phase 1) consisted of topographic survey of Runway 13-31 and Runway 3-21 (approximately 60 acres), soils borings on Runways 13-31 and 3-21, preliminary runway profiles, preliminary Engineering Design Report, and Airport Drainage Study.

Runway 13-31 Reconstruction (Phase 2) Preliminary and Design Services have also been completed as part of a separate Agreement. The approximate limits of the work are as shown in the attached Project Work Description. The approximate work items for this project are as follows:

- Reconstruction of the south 2,200 feet of Runway 13-31 including meeting RSA standards.
- Reconstruction of Taxiway D west and east connecting to Runway 13-31 a distance beyond the Runway 13-31 RSA to complete the tie in. Taxiway D will be constructed of Portland cement concrete pavement out to a distance of approximately 300 feet from the Runway 13-31 centerline in both directions, then will be a hot mix asphalt tie in to the existing asphalt pavement.
- Reconstruction of Runway 13-31 / Runway 3-21 intersection a distance beyond the Runway 13-31 RSA to complete the tie in. Runway 3-21 will be constructed of Portland cement concrete pavement out to a distance of approximately 300 feet from the Runway 13-31 centerline in both directions, then will be a hot mix asphalt tie in to the existing asphalt pavement.
- Reconstruction of Taxiway C5 connecting to Runway 13-31 a distance beyond the Runway 13-31 RSA to complete the tie in. Taxiway C5 will be constructed of Portland cement concrete pavement out to a distance of approximately 300 feet from the Runway 13-31 centerline, then will be a hot mix asphalt tie in to the existing asphalt pavement.
- Reconstruction of the NDANG taxiway that connects from their apron to Taxiway C / C5 in order to meet the new elevation of Taxiway C / C5. This taxiway will be constructed of Portland cement concrete pavement.
- Reconstruction of Runway 31 blast pad. The new Runway 13-31 blast pad will be constructed to a dimension of 200 feet by 200 feet and will be Portland cement concrete pavement.
- Installation of edge drain and storm sewer to install as part of the affected area.
- Installation of Runway 13-31 High Intensity Runway Lighting System within the affected area.

- Installation of Medium Intensity Taxiway Lighting System within the affected area.
- Installation of mandatory instruction signs, location signs, boundary signs, destination signs, information signs, and runway distance remaining signs.
- Adjust the following FAA owned facilities:
    - Runway 31 glideslope / ILS / localizer / shelter
    - Runway 31 threshold bar
    - Runway 31 MALSR

Completion Time. The Engineer shall complete the total contract within 180 days after final construction acceptance. Schedule and fee is based on FAA funding for the project being approved for construction in 2017. If funding does not become available for 2017 construction, timelines may be revised accordingly.

PROJECT ADMINISTRATION

Project Scoping Meeting with Owner. The Engineer shall attend one (1) meeting to discuss project scoping, FAA Pre-Application and airport capital improvements plan with the Owner at the Bismarck Airport. The Engineer staff attending the meeting shall include:

- Project Manager (Engineer V)

Prepare Project Scope of Services and Schedule. The Engineer shall prepare a Detailed Scope of Services and preliminary schedule based on the information obtained during the Owner Scoping Meeting. Engineer shall submit the Detailed Scope of Services and schedule to the Owner for review and make applicable modifications as agreed upon.

Project Detailed Scope of Services Review with FAA. The Engineer shall present the final Detailed Scope of Services for review and approval. Per FAA recommendation, the Engineer and Owner shall meet with the FAA at the FAA Bismarck ADO to discuss each comment and provide feedback. The Engineer shall then update the Detailed Scope of Services per applicable FAA comments, and then resubmit the Detailed Scope of Services to the Owner for review and comment.

Engineering Scope and Hour Negotiations. Upon Detailed Scope of Services approval from the FAA, the Engineer shall prepare a detailed hour breakdown with the associated fees for review by the Owner.

Independent Fee Document Preparation. The Engineer shall prepare the appropriate documents for the independent fee review based on the completed fee negotiations. The Owner shall follow FAA AC 150/5100-14E.

Agreement for Professional Services. The Engineer shall compile the Agreement for Professional Services (Agreement), complete an internal review and execution of the Agreement for approval by the Owner.

Prepare and Coordinate Subconsultant Agreements. The Engineer shall prepare the appropriate contract documents and the execution of subconsultant agreements to support the agreed upon Detailed Scope of Services and the Engineer's Agreement with the Owner.

PROJECT MANAGEMENT

Develop Project Management Plan. The Engineer shall provide project management services to manage the completion of the project within the conditions of this Agreement. Project management is crucial to the success of all projects; specifically it is crucial to this project. The Engineer has identified Tom Neigum, PE as the Project Manager for the project. Project management is the discipline of planning, organizing, and managing resources to successfully meet this project's objectives and goals. It is the Project Manager's responsibility to notify the Owner of any issues, problems, or concerns regarding the project; the delegation of all activities to the project team; and handling all subconsultant coordination. In addition, if any items arise during the duration of the project that are outside this scope of work, the Project Manager shall address them with the Owner.

For this project, it is anticipated that project management will occur from the time the Grant Agreement is accepted (estimated early September 2016) through the closeout period (estimated June 2018), a period of 22 months.

Project Startup Meeting. The Engineer shall conduct an internal kickoff meeting with the design staff consisting of all design team members.

Project Budget Setup. The Project Manager shall coordinate with the internal Accounting staff to establish the internal budgets.

Bi-weekly Budget Review / Projections. The Project Manager shall review budgets and budget projections on a bi-weekly basis and coordinate any known issues with the Owner.

Monthly Invoicing. The Project Manager and shall prepare monthly billings of project accounting.

Periodic Internal Meetings. The Project Manager and lead staff members shall conduct a bi-weekly status meeting to review schedule and outstanding issues encountered. This shall occur from the time the Grant Agreement is accepted (estimated early September 2016) through the end of construction punchlist items (estimated December 2017), a period of 16 months.

Develop Quality Control Plan. The Engineer shall develop a Quality Control Plan for the project. The plan shall include project instructions, milestone checking, and peer review procedures at each phase of the project.

FAA Grant Coordination / Reimbursement Processing. The FAA Pre-Application for Federal Assistance per FAA SOP guidance information has been completed as part of another Agreement. As a result, the Engineer has not included any effort for this item in the Detailed Scope of Services.

Monthly Status Reports. The Engineer shall prepare and submit monthly status reports to the Owner noting project progress, issues encountered and action requirements by the Owner.

FAA Quarterly Reports. The Engineer shall prepare and submit the quarterly FAA reports.

DBE Reporting. The Engineer shall prepare a Disadvantaged Business Enterprise (DBE) annual reporting forms as applicable to the project. The Owner has an approved DBE plan that shall be utilized for the project.

CONSTRUCTION ADMINISTRATION

Overall Project Management. The Engineer shall provide project management services to manage the completion of the project within the conditions of this Agreement. Project management is crucial to the success of all projects; specifically it is crucial to this project. The Engineer has Tom Neigum, PE identified as the project manager for the project. Project management is the discipline of planning, organizing, and managing resources to successfully meet this project's objectives and goals. It is the project manager's responsibility to notify the Owner of any issues, problems, or concerns regarding the project; the delegation of all activities to the project team; and handling all subconsultant coordination. In addition, if any items arise during the duration of the project that are outside this Detailed Scope of Services, the project manager shall address them with the Owner.

Develop and Submit Environmental Checklist. In November of 2015, the FAA approved a Categorical Exclusion (CATEX) clearing the entire reconstruction of Runway 13-31. The FAA has requested a revised CATEX be submitted that is based on more detailed information and additional work items developed during the design of Runway 13-31.

The Engineer shall prepare a CATEX using the FAA ARP SOP 5.00 Appendix A-Documented CATEX form according to FAA Order 1050.1F and the criteria contained in FAA Order 5050.4B to reevaluate the project and include the additional items to complete this phase. Modification or additions to FAA Order 1050.1F and FAA Order 5050.4B or any new environmental laws or regulations that significantly change the services to be performed, as defined below, shall be handled under Section V, Item P, of the Agreement. The general objective of this study is to provide documented information necessary for the Federal Aviation Administration (FAA) to determine the

proposed action shall not individually or cumulatively have a significant effect on the human environment and for which neither an environmental assessment or environmental impact statement is required. The Engineer is responsible for providing concise environmental documentation that is acceptable to the FAA, State, and the Owner. The CATEX shall be sufficient to ensure compliance with the National Environmental Policy Act (NEPA). The proposed Detailed Scope of Services for the preparation of the CATEX is as follows:

a) Agency Coordination
No additional coordination with federal, state, and local agencies is included as part of the CATEX preparation. The Engineer shall not obtain any permits as part of the work.

b) Environmental Documentation
The Engineer shall prepare a CATEX FORM (FAA ARP SOP 5.00 Appendix A) for submittal to the FAA.

Coordination of Changes to FAA Owned Facilities. Regarding the FAA owned facilities, the construction reimbursable agreement has yet to be provided to the Owner. As a result, the division of work between what the Owner is expected to complete versus what the FAA is expected to complete is yet to be determined. As a result, the Engineer anticipates additional coordination with the FAA regarding work pertaining to the construction reimbursable agreement. The Engineer anticipates that a Change Order will be required once the Owner and FAA have determined the division of responsibility.

Quality Acceptance Construction Materials Testing. The Engineer shall subconsult with a materials testing firm to provide the required quality acceptance testing. The Engineer shall coordinate the development of a contract between the Engineer and the materials testing firm. At the time of processing this Agreement, the cost of the materials testing is unknown and will be included with a future Amendment to this agreement.

Prepare Construction Management Plan (if paving costs exceed $500,000 in overall cost). The Engineer shall prepare a Construction Management Plan per the requirements of the FAA which identifies the responsibility and frequencies of the testing requirements for the project.

Prepare and Conduct Pre-Construction Conference. Conduct a preconstruction meeting at the Airport. The Engineer shall prepare the preconstruction agenda, conduct the preconstruction conference and attend a post-meeting site visit at the Airport. The detailed discussion of the project to include:

- Roles and responsibilities
- Contractor's representatives
- Schedules
- Safety
- Security
- Testing requirements
- Resident Engineer's role
- Labor requirements
- DBE and Civil Rights
- Environmental and materials storage
- Plans and Specifications
- Materials certification requirements
- Shop drawing requirements

Prepare and Conduct Pre-Phase Meetings. Conduct a pre-phase meeting at the Airport. The Engineer shall prepare the pre-phase agenda, conduct the pre-phase conference and site visit at the Airport. The meeting shall be held before each phase commences. It is estimated that there will be up to four (4) pre-phase meetings. Note that with the exception of the Project Manager (Engineer V) and Electrical Engineer (Engineer IV), time for the pre-phase meetings is included in each person's hours for construction observation.

Shop Drawing / Certification Review. Review Contractor shop drawings and certifications for compliance with the project plans and specifications for up to two (2) contracts. Issue the appropriate response to the Contractor.

- Estimate based on up to 2 reviews of 75 shop drawings (average of 1 hour each for review, response, and filing in project records)

- Estimate based on up to 2 reviews of 50 material submittals (average of 0.5 hour each for review, response, and filing in project records)

Review Contractor Requests for Information (RFI) and Responses. Review Contractor requests for information up to two (2) contracts. Coordinate with Owner staff as applicable and issue the written response to the Contractor.

- Estimate based on responses to up to 40 RFIs (average of 2 hours each for review, response, and filing in project records)

Prepare Change Orders. The Engineer shall prepare change orders for modifications to the Contractors work, payment or schedule as the issue arise during the construction phase for up to two (2) contracts. The Engineer shall also assist the Owner in obtaining approval from the FAA for the change order work.

- Estimate based on up to 10 change orders (average of 10 hours each for review, preparation, coordination, response, and filing in project records)

Prepare Periodical Estimates. The Engineer shall prepare periodical pay estimates based on the Contractor's completed and accepted work on the project at a frequency agreed upon by the Owner and the Contractor for up to two (2) contracts.

- Estimate based on up to 14 pay estimates (average of 6 hours each for review, preparation, coordination, response, and filing in project records)

Project Records & Payrolls. Maintain a record of all of the project documents and correspondence. Conduct a review of the Contractor and subcontractor payrolls for conformance with the project wage rates and regulations for up to two (2) contracts.

- Estimate based on 6 months of payroll records (average of 20 hours per month)

Weekly Construction Progress Meetings. The Engineer shall coordinate progress meetings on a scheduled agreed upon by the Owner and the Contractor. The Engineer shall prepare the progress meeting agendas, conduct the meetings and issue meeting minutes to the appropriate parties. The Engineer shall coordinate with the Owner on user attendees at the meeting based on the progress of the work. Also, the Engineer shall submit weekly FAA construction status reports to the Owner and Contractor.

- Estimate based on 25 weekly meetings
    - Project Manager (Engineer V)
    - Electrical Engineer (Engineer IV)
    - Senior Engineering Technician (Engineering Technician IV) *
    - Assistant Project Manager (Engineer III) *
    - Engineer I *
    - Engineer I *
        - Note that the time for the Senior Engineering Technician (Engineering Technician IV), Assistant Project Manager (Engineer III), Engineer I, and Engineer I for the weekly construction progress meetings is included in their hours for construction observation

Conduct Substantial / Punchlist Inspection of Project. The Engineer shall coordinate with the Owner and the Contractor to conduct a pre-final inspection with the parties and prepare the final inspection punchlist for 2 contracts. It is assumed that 6 engineering staff members shall attend the pre-final inspection. The Engineer shall verify that punchlist items have been completed and recommend to the Owner acceptance of the work. Review O&M Manuals and any required training materials for completeness.

Conduct Final Inspection of Project. The Engineer shall coordinate with the Owner and the Contractor to conduct a final inspection meeting at the Airport for 2 contracts. It is assumed that 6 engineering staff members shall attend the final inspection. The Engineer shall follow-up on any new deficiencies that are identified or punchlist items that have not been satisfactorily corrected.

Subconsultant Coordination. The Engineer shall coordinate the applicable subconsultant tasks to support the agreed Detailed Scope of Services and the Engineer's Agreement with the Owner.

Analyzing Grades per FAA Requirement. The Engineer shall analyze the applicable grade requirements as required based on FAA criteria. The Engineer shall obtain the data noted as being the Owner's responsibility. Acceptance shall be based on the data obtained by the Engineer and as provided by the Contractor. Once completed, the Engineer shall submit the record drawings of the Runway 13-31 plan and profile sheets, as well as the cross-sections, to the FAA. The FAA will then make a determination according to FAA ARP SOP 8.00, Runway Safety Area Determination.

P-154, P-160, P-304, P-401, P-501, P610, D-705 QA Analysis Forms. The Engineer shall complete the required material acceptance forms are required by the FAA specifications for the project.

Tribal Monitoring Coordination. It is anticipated that Tribal monitoring shall not be required during the construction activities. As a result, no effort has been included in this Detailed Scope of Services for this task.

FAA Grant Coordination / Reimbursement Processing. The Engineer shall prepare and coordinate the appropriate documentation required for the Owner to received reimbursement for project eligible costs through the Owner's FAA grant for 2 contracts.

Periodic Owner Meetings. It is anticipated that the Engineer shall attend twenty-two (22) monthly Owner meetings to coordinate any issues with the Owner. It is anticipated the following staff members shall attend the periodic owner meetings:

- Project Manager (Engineer V)
- Senior Engineering Technician (Engineering Technician IV) *
- Assistant Project Manager (Engineer III) *
    - Note that the time for the Senior Engineering Technician (Engineering Technician IV) and Assistant Project Manager (Engineer III) is included in their hours for construction observation

Periodic Agency Meetings. It is anticipated that the Engineer shall attend twenty-two (22) monthly agency meetings to coordinate final design activities and issues with the Owner and Agencies. It is anticipated the following staff members shall attend the periodic owner meetings:

- Project Manager (Engineer V)
- Assistant Project Manager (Engineer III)
- Senior Aviation Planner (Planner IV)

FAA Flight Check Coordination. It is anticipated that the Engineer shall assist with the FAA flight check coordination towards the end of the construction.

FAA Coordination for FAA Owned Facilities. It is anticipated that the Engineer shall assist with coordinating with the FAA in commissioning the FAA-owned facilities that are impacted as part of this project.

CONSTRUCTION OBSERVATION

Locate Wetland Boundaries. The Engineer shall locate previously delineated wetland boundaries and mark them with flags.

Construction Surveying - Establish Project Control. The Engineer shall provide control points and alignment data as required by the project specifications. It is estimated that six (6) hours shall be required by a 2-man survey crew.

Contractor Staking QA / QC - Slope Staking. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that four (4) hours shall be required by a 2-man survey crew.

Contractor Staking QA / QC - Top of Subgrade Elevations. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that thirty (30) hours shall be required by a 2-man survey crew.

Contractor Staking QA / QC - Top of Recycled Asphalt Pavement for Subgrade Stabilization. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that thirty six (36) hours shall be required by a 2-man survey crew.

Contractor Staking QA / QC - Top of Subbase Course. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that thirty (30) hours shall be required by a 2-man survey crew.

Contractor Staking QA / QC - Top of Crushed Aggregate Base Course. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that twenty four (24) hours shall be required by a 2-man survey crew.

Contractor Staking QA / QC - Top of Cement-Treated Base Course. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that thirty (30) hours shall be required by a 2-man survey crew.

Contractor Staking QA / QC - Top of Portland Cement Concrete Pavement. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that thirty (30) hours shall be required by a 2-man survey crew.

Contractor Staking QA / QC - Top of Hot Mix Asphalt Pavement. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that twenty (20) hours shall be required by a 2-man survey crew.

Contractor Staking QA / QC - Storm Sewer. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that four (4) hours shall be required by a 2-man survey crew.

Contractor Staking QA / QC - Lights and Signs. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that four (4) hours shall be required by a 2-man survey crew.

Contractor Staking QA / QC - Other. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that four (4) hours shall be required by a 2-man survey crew.

Observation - Full Time and Periodic. The Engineer shall provide full time construction observation for this project. It is estimated at this time that 150 working days be allowed for the project. If the actual construction time exceeds that estimate, additional construction observation time shall be required and the Engineer's fee shall be equitably adjusted.

- For this project, it is anticipated that the contractor will be working on multiple items concurrently, such as storm sewer, earthwork including preparation of waste stockpile site, milling of existing pavement, edgedrain, geogrid and fabric, recycled asphalt pavement for subgrade stabilization, subbase course, crushed aggregate base course, cement-treated base course, Portland cement concrete pavement, hot mix asphalt pavement, electrical, and other items. The contractor will be working on Phase 1C while working on either Phase 1a or Phase 1b concurrently. As a result, the Engineer anticipates the following personnel and their corresponding hours:
    - Engineering Technician IV - 150 days at 10 hours per day
    - Engineer III - 150 days at 9.5 hours per day
    - Engineer I - 150 days at 11 hours per day
    - Engineer I - 150 days at 11 hours per day
    - Electrical Engineer (Engineer IV) - 25 weeks at 3 hours per week
    - Project Manager (Engineer V) - 25 weeks at 10 hours per week

Although the Engineer shall perform construction administration and observation on this project, the Contractor is responsible for the means and methods of construction. The Engineer has no control over the Contractor's work product.

AERONAUTICAL SURVEY SERVICES

Summary

The purpose of the project is to perform an Airside Construction - Involving Runways project as required from Advisory Circular (AC) 150/5300 - 18B for the creation survey and GIS data at the Bismarck Airport. The survey data collection and submittal of the GIS data complies with Federal Aviation Administration (FAA) Advisory Circulars (AC) 150/5300-16A and 150/5300-18B as well as procedures provided in Airport GIS (AGIS). The data will encompass feature classes defined in AC150/5300-18B that are defined for collection of this project. The data will be referenced to the National Spatial Reference System (NSRS) using Airport Primary (PACS) and Secondary Survey Control (SACS) or establishing temporary control if the PACS and SACS have been destroyed or have not been established at the Bismarck Airport. This project will not establish the PACS and SACS. Once validated to conform to FAA specifications in AC150/5300-16A and AC150/5300-18B, the final project report and data collected will be uploaded to the FAA Airports GIS project page for the Bismarck Airport.

This Airside Construction project will create new feature classes as required in AC 150/5300-18B as described above and as shown in *Attachment 1- Feature Classes and Data Capture Method*. After the ground survey, GIS feature classes will be developed, attributed and submitted as part of this Airside Construction project on the FAA AGIS Internet page for this project.

Project Tasks

- Project Formulation
- Project Management Services
- Task 1 - Preliminary Task Requirements
- Task 2 - Geodetic Control and Survey Control
- Task 3 - Field Survey and Feature Class Collection
- Task 4 - GIS Data Development
- Task 5 - Final Project Report
- Task 6 - Airport GIS Progress Reports

FAA Airport GIS Project Required Documents

The following documents define requirements for work to be performed by the project:

- AC 150/5300-16A General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
- AC 150/5300-18B Survey and Data Standards for Submission of Aeronautical Surveys Data using Airports GIS.
- AC 150/5300-13A Airport Design

PROJECT FORMULATION

The purpose of this task is to establish the depth of scope for this project which is outlined below:

- Scoping Meeting: At the start of the planning process, two (2) scoping meetings will be held with the Owner and FAA to determine the need and scope of the project.
- The first meeting will be to identify the initial range of desired scoping items.
- The second meeting will be to present the scope of services and identify any changes that may need to be made before they are finalized.

PROJECT MANAGEMENT SERVICES

Project management is crucial to the success of all projects; specifically to this project. The Engineer has identified the Project Manager as Tom Neigum, PE. The survey will be performed by Bill Phillips, PLS as the

Survey Manager. GIS feature class production and the GIS management team is headed by Aviation Geospatial Manager Aaron Norby, PLS.

PRELIMINARY TASK REQUIREMENTS

The purpose of this task is to establish the depth of scope for this project. This task also creates a project on the Airports GIS web site and develops a Statement of Work, Survey and Quality Control Plan for FAA Approval, Interviews of Key Personnel, Survey Work Plan, Safety Phasing, and Survey Coordination. The following are preliminary task requirements:

Airport GIS Tasks
The Engineer will manage and coordinate the following through AGIS:

- Guide the Owner through the creation of a user account for the Owner. This includes registration of the Owner as an AGIS user. Verification by FAA of Owner's authenticity. Engineer will prepare document where Owner authorizes the Engineer to establish and manage the Owner's AGIS account.
- Create project in AGIS.
- Assign team members to have access to the project.
- Upload Statement of Work for the survey project, for concurrence and approval by the FAA Bismarck Area District Office.
- Upload the Survey and Quality Control Plan for approval by the National Geodetic Survey (NGS) and FAA; this scope includes up to one revision of each document based on review comments provided by FAA and or NGS.
- Upload weekly status and progress report in AGIS. Weekly reporting will be provided from the point at which Survey plans have been approved until project has been accepted by NGS and thus completed.
- Testing of survey file. Engineer will use the "Test survey file" function of AGIS to ensure that survey data uploaded will pass the automatic data validation, when survey data is uploaded.
- Upload Survey data and field survey methods for submission and verification. This step includes one resubmission of Survey data based on review comments from NGS.
- Upload of Final survey report and supporting documentation such as field notes, survey sketches, survey log files and checklists, photos, survey files, and other documentation as required for each feature per AC150/5300-18B.

Statement of Work
The Engineer will assist the Owner in the development of a Statement of Work. This is a document that outlines the work the Owner has contracted with consultants for inclusion in the FAA Airport GIS system. The Statement of Work is not the Engineer's Scope of Services but rather a communication to FAA AGIS of what the project proposed will entail.

The following items will be included in the Statement of Work:

- Airport identification
- Contact information for the Owner
- Contact information for the consultant preparing the Statement of Work
- Anticipated Notice to Proceed Date
- Anticipated Completion Date
- Objectives and Background
- Requirements applicable to the project
- Geodetic Control to be used
- Geospatial references used for the project
- Survey methods and Quality Control measures that will be used to ensure that data acquired meets FAA accuracy standards
- Testing of Survey Files
- Preparation of a final survey report, containing results, conclusions and recommendations

Survey and Quality Control Plan
The Survey and Quality Control Plan (SQCP) will be developed based on the template provided on the AGIS website. The SQCP describes how the Engineer will meet the technical specifications required for the project.

The SQCP will be submitted through the AGIS website for review and approval prior to commencement of work. Each of the following areas will be addressed:

- Project Observation Geo referencing - establishment of tie to the National Spatial Reference System
- Feature Extraction
- Use of existing survey data
- Field survey methods
- Geodetic Control
- Submission of station recovery forms
- Equipment listing
- Quality Assurance Process

The SQCP include quality control procedures and practices followed during data collection and provide traceability. At a minimum the SQCP will include:

- A summary of methods to be used to ensure high-quality data
- Quality control measures for obtained data
- Evidence of feature collection methods
- Data backup and archive procedures to maintain data integrity
- Methods used to check all file formats and provide a summary of the file naming convention for all electronic files
- A check of all manual computations (including check marks and initials)
- A check of file formats
- A check of all reports and data submitted

Interviews

Prior to commencement of fieldwork the following interviews will be completed to help with the formulation of the Survey Work Plan, Safety Phasing, and Survey coordination.

- Interview with Airport Director and / or Assistant Airport Director

Survey Work Plan, Safety Phasing, and Survey Coordination

To limit the impact to airport operations and enhance the safety on the airfield, a phased work plan will be created to show how the survey phasing will occur. This plan will be developed by the Survey Safety Coordinator in cooperation with Airport Management. The survey Safety Phasing plan will address the following items:

- Duties of Survey Safety Coordinator
- The Survey Safety coordinator will lead a daily safety meeting before work commences each day. This safety meeting will address the particular safety issues for the day's work as well as re-iterate the field safety rules in general.
- Field Survey Crew Emergency plan should also be developed and reviewed at each daily safety meeting. This plan will include procedures to be followed by field crews in case of runway incursions or incidents.

GEODETIC CONTROL SURVEY CONTROL

This project will utilize the existing PACS and SACS at the Bismarck Airport or establish temporary control if the PACS and SACS are found to be damaged or destroyed. If temporary control is required and used, all temporary control will be tied to the National Spatial Reference System through a combination of Online Positioning User Service (OPUS) and/or observation of a combination of the existing geodetic control located near the Bismarck Airport.

When existing geodetic control is used, the survey marks used will be recovered and confirmed to be of the proper stability, condition and visibility. The locations will be verified by taking GPS observations for the period of time required in AC150/5300-16A. Monument photos and/or pencil rubbings and sketches will be prepared using the required FAA forms provided through AGIS. This information will be submitted to the FAA as part of the final report and to NGS as part of the image acquisition report.

Included in this task is also the preparation of a digital updated description of recovery note in NGS format, per requirements in AC150/5300-16A Section 8.2.4.2 Mark Recovery Definition.

FIELD SURVEY AND FEATURE CLASS COLLECTION

A Survey and Quality Control Plan will be required and submitted for this project. Field survey teams will determine location, record any attributes collected in the field, take photographs as necessary and provide documentation required according to AC150/5300-18B.

The final survey and quality assurance methods used for field survey collection will be addressed in the Survey and Quality Control Plan that will be prepared for review by the FAA/NGS prior to the start of the field survey. Before fieldwork begins, the approximate location of survey points for features collected will be mapped so that a cost effective work plan can be coordinated between the Engineer, airport operations, airport security and FAA personnel as necessary.

This survey project will collect all attributes for safety-critical features as required for an Airside Construction - Involving Runways project as shown in AC 150/5300-18B, Table 2-1, Column - Airside Construction - Involving Runways and was used as a guide for feature class data collection.

Survey Tasks

This survey project will collect required GIS feature classes in accordance with AC 150/5300 - 18B, Table 2-1 for this survey project type - Airside Construction - Involving Runways. The following survey tasks for this project are identified below:

- Provide a Geodetic Control Plan
- Establish or validate Airport Geodetic Control
- Perform, document and report Geodetic tie to the National Spatial Reference System
- Survey runway end thresholds
- Document runway end threshold locations
- Determine or validate runway length and width
- Determine runway profile using 10' stations on runway centerline with additional 10' left and right offsets
- Determine touchdown zone elevations
- Determine runway true bearing
- Determine or validate and document the position of replacement navigational aids (PAPI and MALSR Runway 13/31)
- Determine or validate and document the position of runway abeam points of navigational aids
- Perform topographic survey in areas of construction only
- Document features requiring digital photographs
- Document features requiring sketches
- Provide a final Project Report

GIS DATA DEVELOPMENT

After collecting field survey data and preparing planimetric data, the planimetric data will be organized into Esri Geodatabase (GDB) Feature Classes. The Engineer will perform attribution and final QA/QC on the feature classes in the GDB. For uploading to AGIS, a unique Esri GIS Shapefile from each GDB feature class will be developed and uploaded to the AGIS web site as part of the Final Project Report.

GIS attributes will be developed as required in AC150/5300-18B chapter 5, Airport Data Features. Attribute data will be developed based on several sources includes the following:

- Information extracted from other data sets of readily available sources including:
  - ALP
  - Interviews with Airport Staff
  - Interviews with FAA Staff

Survey Data - will include information obtained from Field Survey. The survey data also can include additional information to help with the attribution which can include:

- Survey data collection files
- Field Notes which will include
  - Field measurements
  - Field Comments

- Field Calculations
- Field Sketch
- Internal Determination - is used to signify the evaluation of the necessary attribute based on Code Enumeration tables provided in AC150/5300-18B section 5.14 Attribute Enumerations
- Photos - will include gathering data based on photos from field crews of objects, such as signage information on buildings
- State Data - will include research data from the State
- Design Standard - Attribution requirements based on design standards as outlined in the FAA Advisory Circulars.

This task will include the effort to complete QA/QC reviews of data prior to submission to FAA/NGS.

FINAL SURVEY REPORT

A final report will be compiled, containing documentation supporting the survey project as a standardized delivery of field notes, raw survey data and project summary. The final survey report can be used to facilitate the independent verification, validation and quality assurance of safety critical data. The final report will be accompanied by supporting documentation.

The final report is a compilation of documentation supporting the survey project providing a standardized delivery of field notes, raw survey data and project summary to facilitate the independent verification, validation and quality assurance of safety critical data. The final report will address the following:

- Project Identification data
- Project Summary of the scope of the project, findings and conclusions together with a summary of conditions that affected the survey project, such as equipment failure, extreme weather or other problems encountered
- Survey data conclusions. This section includes results from the control network survey and calculations; survey data collection, methods used and results of survey, comparison of published and surveyed locations of runway ends and navigational aids
- Conditions that may have affected final solutions such as vegetation, access to airfield; boundary encroachments; potential airspace hazards; etc.
- Data Processing and Adjustment conclusions
- Recommendations and additional comments

The final survey report will be accompanied by supporting documentation. The following Supporting documentation will be included in the final survey report:

- Geodetic Control Data: *Raw*-data files collected containing the data used for establishment or verification of the geodetic control, including any data used to plot temporary points occupied. Typically, these files include the original raw GPS data files (in both the manufacture's download format and in RINEX II format), binary files containing ionosphere modeling information and vector reduction and adjustment files. Digital photographs, sketches, and scans of the field book or log sheets supporting the geodetic control survey (including temporary points such as aerial control points)

Survey Information and Data: The survey data is provided to allow NGS verification and validation team to analyze the data. The instrument or data collector raw measurement data files used to compute final positional data will be provided. Digital photographs taken during the survey to document the survey data submitted will be provided based on photo documentation requirements. All pages of the field book, log sheets or sketches completed during the survey will be scanned and included.

Data Files to be delivered include:

- Data collector files
- GPS receiver files
- CORS data downloaded
- Photogrammetric observation files
- Other field measurement device's digital raw data (range finder, scanner, etc.)

- Final processing, adjustment or reduction files used to produce the final data. This includes the results of independent software files produced during the reduction of the final data. The intent is to provide the data necessary to recreate the data delivered if required

The final report will comply with the requirements in AC150/5300-18B section 2.4.3 and uploaded to the AGIS web site with final delivery of the survey data.

PROJECT REPORTS

Progress reports will be prepared and submitted to the FAA, through the AGIS website, during the various phases of the project. The reports will include the following:

- General information about the airport
- Status report number
- Dates of work represented in the report
- Percentage complete of major tasks, with target completion date
- Status of ongoing tasks at the time of the report, with target completion dates
- Any unusual circumstances or deviations from the FAA guidance

FAA PROJECT CLOSEOUT REPORT

Overall Project Management. The Engineer shall provide project management services to manage the completion of the project within the conditions of this Agreement. Project management is crucial to the success of all projects; specifically it is crucial to this project. The Engineer has Tom Neigum, PE identified as the project manager for the project. Project management is the discipline of planning, organizing, and managing resources to successfully meet this project's objectives and goals. It is the project manager's responsibility to notify the Owner of any issues, problems, or concerns regarding the project; the delegation of all activities to the project team; and handling all subconsultant coordination. In addition, if any items arise during the duration of the project that are outside this Detailed Scope of Services, the project manager shall address them with the Owner.

The Engineer shall perform the following closeout items per the requirements of the FAA:

Prepare Final Outlay and Acceptance Forms. Prepare final outlay request for final grant payment and required acceptance forms.

Prepare DBE Summary Report. Prepare required FAA documentation regarding DBE participation on the project based on data obtained from the Contractor.

Prepare Executive Summary. The Engineer shall perform appropriate post-construction photographic documentation of the project and any adjacent properties that could have been affected by construction activities. The Engineer shall also prepare an Executive Summary of the project.

Prepare Quantity Revision Summary. Perform three way check of all project costs and explanations of cost variations from plan.

Prepare ALP Update. Update the ALP to indicate airfield changes caused by proposed project. This update is limited to the following ALP drawing sheets:

- Data Sheet - update elevation and coordinate data as necessary
- Airport Layout Plan Drawing (existing conditions)
    - Update airport and runway coordinates/elevations as necessary
    - Update runway and taxiway pavement edge as necessary
- Airspace Drawings (Part 77) - update elevations as necessary
- Runway Departure Surface Drawing - update elevations as necessary
- Inner Portion of the Approach Surface Drawings
    - Update elevations as necessary
    - Update runway and extended runway profiles as necessary
    - Update taxiway pavement edge as necessary

This task also includes coordination with the Owner. Printed and electronic (PDF) copies of the updated Airport Layout Plan sheets will be provided to the Owner.

Updates to the ALP include the following assumptions:

- Owner will provide the Engineer with completed ALP drawings in AutoCAD (2013 or 2015 format)
- Information on coordinate system used is identified on ALP
- All data links/references are unbroken
- Ground contours will not be revised on ALP update
- Updates are limited to changes directly related to the proposed project
- An obstruction survey will not be performed by the Engineer

Exhibit A Update. Preparation of an Exhibit A Update has not been included in the Detailed Scope of Services.

Prepare Record Drawings.

- Prepare record construction plans and provide two (2) bound hard copy sets and three (3) electronic sets on CD in PDF and AutoCAD 2015 format to the Owner. One set of each shall be delivered to the Owner, City Engineering Department, and one electronic set to City GIS department. The set may be delivered to City Engineering and City GIS department by a mutually agreeable alternative electronic delivery means. For the record construction plans, there are approximately 164 plan sheets that will require updating.
- Deliver two (2) sets of Operation and Maintenance (O&M) Manuals as provided by the Contractor.

Update City of Bismarck GIS Map.

- Update the City of Bismarck GIS Map for the Owner to reflect revisions based on this project.
- Provide one (1) PDF version of the utility map base drawing to the Owner.

Utility Map.

- Update the Owner's Utility Maps (approximately 12 plan sheets) to reflect revisions based on this project. The Engineer shall also provide the FAA an overall drawing of the utilities on the airport.

Prepare Closeout Report Document.

- Prepare summaries of all test results on materials installed as required and final testing report.
- Once FAA has approved the Closeout Report, the Engineer shall provide one (1) copy to the Owner.

Prepare and Submit NDAC Pavement History Update. The Engineer shall prepare and submit North Dakota Aeronautics Commission Pavement History Update Form (SFN 60268) and AutoCAD files as required by the Policy of Aeronautics Commission Funding.

Coordination of FAA Reimbursable Agreement Closeout. The Engineer anticipates having to perform some minor coordination on the FAA reimbursable agreement grant closeout.

OWNER'S RESPONSIBILITIES

Project Representative. The Owner shall designate a Project Representative with authority to administer the Engineer's consultant contract. All requests for information or a decision by the Owner on any aspect of the work shall be directed to the Owner's Project Representative.

Submittal Reviews. The Owner shall review submittals by the Engineer and provide prompt decisions and responses to questions in order to minimize delay in the progress of the Engineer's work. The Owner shall also be responsible for coordination of timely responses by Agencies.

Outlay Reviews. The Owner shall review and approve outlays and other information submitted by the Engineer in a prompt manner.

Historical Information. The Owner shall furnish the Engineer one copy of as-built drawings, maps, records, surveys, reports, preliminary designs, utility locates, etc. that are pertinent to the project.

Agreement Between Owner and Contractor. The Owner shall provide a legal review of the Agreement Between Owner and Contractor template that is provided by the Engineer to make sure that it complies with local, state, and federal law.

DBE Plan. The Owner has an approved DBE Plan and shall make determinations on accomplishments and participation.

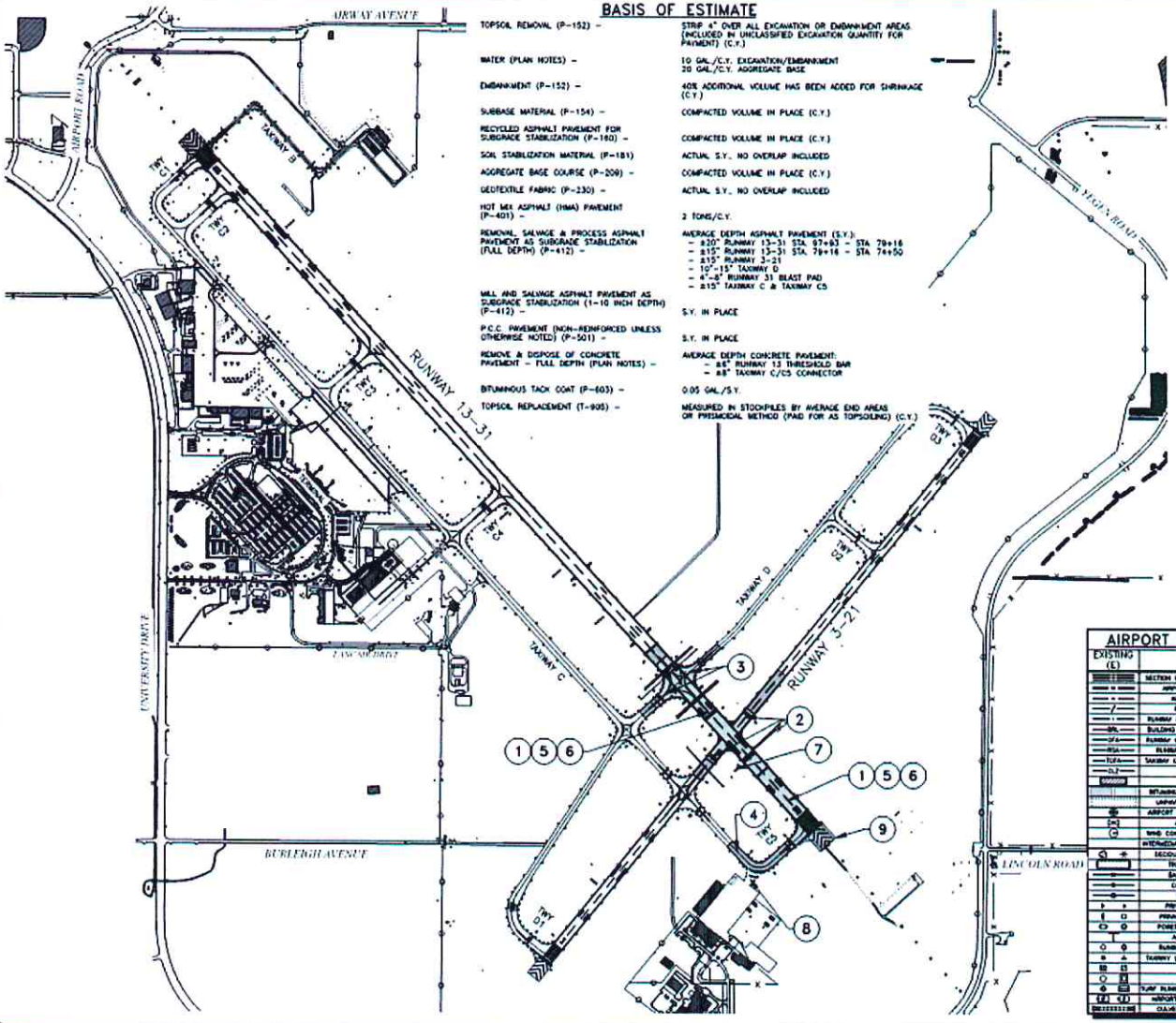
Coordination with FAA Technical Operations Personnel. The Owner shall assist the Engineer in coordination with FAA Technical Operations.

BASIS OF ESTIMATE

TOPSOIL REMOVAL (P-152) -	STRIP 4" OVER ALL EXCAVATION OR EMBANKMENT AREAS (INCLUDED IN UNCLASSIFIED EXCAVATION QUANTITY FOR PAYMENT) (C.Y.)
WATER (PLAN NOTES) -	10 GAL./C.Y. EXCAVATION/EMBANKMENT 20 GAL./C.Y. AGGREGATE BASE
EMBANKMENT (P-152) -	40% ADDITIONAL VOLUME HAS BEEN ADDED FOR SHRINKAGE (C.Y.)
SUBBASE MATERIAL (P-154) -	COMPACTED VOLUME IN PLACE (C.Y.)
RECYCLED ASPHALT PAVEMENT FOR SUBGRADE STABILIZATION (P-160) -	COMPACTED VOLUME IN PLACE (C.Y.)
SOIL STABILIZATION MATERIAL (P-181)	ACTUAL S.Y., NO OVERLAP INCLUDED
AGGREGATE BASE COURSE (P-209) -	COMPACTED VOLUME IN PLACE (C.Y.)
GEOTEXTILE FABRIC (P-230) -	ACTUAL S.Y., NO OVERLAP INCLUDED
HOT MIX ASPHALT (HMA) PAVEMENT (P-401) -	2 TONS/C.Y.
REMOVAL, SALVAGE & PROCESS ASPHALT PAVEMENT AS SUBGRADE STABILIZATION (FULL DEPTH) (P-412) -	AVERAGE DEPTH ASPHALT PAVEMENT (S.Y.): - ±20" RUNWAY 13-31 STA. 97+63 - STA. 79+16 - ±15" RUNWAY 13-31 STA. 79+16 - STA. 74+50 - ±15" RUNWAY 3-21 - 10"-15" TAXIWAY D - 4"-6" RUNWAY 31 BLAST PAD - ±15" TAXIWAY C & TAXIWAY C5
MILL AND SALVAGE ASPHALT PAVEMENT AS SUBGRADE STABILIZATION (1-10 INCH DEPTH) (P-412) -	S.Y. IN PLACE
P.C.C. PAVEMENT (NON-REINFORCED UNLESS OTHERWISE NOTED) (P-501) -	S.Y. IN PLACE
REMOVE & DISPOSE OF CONCRETE PAVEMENT - FULL DEPTH (PLAN NOTES) -	AVERAGE DEPTH CONCRETE PAVEMENT: - ±6" RUNWAY 13 THRESHOLD BAR - ±8" TAXIWAY C/C5 CONNECTOR
BITUMINOUS TACK COAT (P-603) -	0.05 GAL./S.Y.
TOPSOIL REPLACEMENT (T-905) -	MEASURED IN STOCKPILES BY AVERAGE END AREAS OR PHOTOGRAPHIC METHOD (PAID FOR AS TOPSOILING) (C.Y.)

PROJECT WORK DESCRIPTION

1. RECONSTRUCT A PORTION OF RUNWAY 13-31 (2200'x150' APPROX.)
2. RECONSTRUCT PORTIONS OF RUNWAY 3-21
3. RECONSTRUCT PORTIONS OF TAXIWAY D
4. RECONSTRUCT TAXIWAY C5 AND PORTION OF TAXIWAY C
5. INSTALL HIGH INTENSITY RUNWAY LIGHTS ON RUNWAY 13-31
6. INSTALL NEW RUNWAY 13-31 SIGNS AND MARKINGS
7. INSTALL NEW RUNWAY 31 PAPIS
8. RECONSTRUCT TAXIWAY C/C5 CONNECTOR
9. RECONSTRUCT RUNWAY 31 BLAST PAD



AIRPORT TOPOG LEGEND

EXISTING (E)	ITEM	PROPOSED (P)
	SECTION LINE WITH POINT-OF-INTEREST	
	AIRPORT PROPERTY LINE	
	AIRPORT EASEMENT	
	R.P.Z. EASEMENT	
	RUNWAY PROTECTION ZONE (RPZ)	
BRL	BUILDING RESTRICTION LINE (BRL)	BRL
OFA	RUNWAY OBJECT FREE AREA (OFA)	OFA
RSA	RUNWAY SAFETY AREA (RSA)	RSA
TOFA	TAXIWAY OBJECT FREE AREA (TOFA)	TOFA
CLZ	CLEAR ZONE	CLZ
BUILDING	BUILDING	BUILDING
	BITUMINOUS/CONCRETE SURFACE	
	UNPAVED SURFACE (GRAVEL)	
	AIRPORT REFERENCE POINT (ARP)	
	AIRPORT BEACON	
	WIND CONE & SEGMENTED CIRCLE	
	INTERMEDIATE/INDEX CONTOUR LINE	NONE
	DECIDUOUS/EVERGREEN TREE	NONE
	TREE ROWS, BUSHES	NONE
	BARBED WIRE FENCE	
	CHAIN-LINK FENCE	
	WILDLIFE FENCE	
	PRIVATE/HIGHWAY SIGN	
	PRIVATE/FEDERAL MAILBOX	
	POWER POLE/STREET LIGHT	
	AIRPLANE TIEDOWN	
	RUNWAY/THRESHOLD LIGHT	
	TAXIWAY LIGHT/TAXIWAY REFLECTOR	
	PAPI/VASI	
	REIL/MALS	
	TURF RUNWAY MARKER (CONE/PRISM)	
	AIRPORT/DISTANCE TO GO SIGN	
	CULVERT WITH END SECTION	

This document was originally issued and sealed by Thomas J. Neigum, PE- 4355, on 08/03/16 and the original documents are stored at KLJ Bismarck, ND. This media should not be considered a certified document.

KLJ

Bismarck

RUNWAY 13-31 RECONSTRUCTION
BISMARCK AIRPORT - CITY OF BISMARCK (OWNER)
BISMARCK, NORTH DAKOTA

PROJECT WORK DESCRIPTION & BASIS OF ESTIMATE

DRAWN NCL
REVIEWED TJN
PROJECT NUMBER 1516702
DATE 07/15/2016
SHEET 1

Aug 02, 2016 - 6:22pm - P:\Airport\ND\Bismarck\Projects\1516702\CAD\Plan\1516702_apt_pwd_2013.dwg (apt_pwd)

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Attachment B
Bismarck Airport
Bismarck, North Dakota
KLJ 1516702, AIP 3-38-0003-057-2016
Hourly Rate and Cost Breakdown

PHASE: Construction Observation and Records
Estimate based on 150 working days

KLJ Title	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer I	Engineering Technician IV	Engineering Technician III	CADD Technician IV	CADD Technician II	Planner IV	Survey IV	Surveyor III	Surveyor II	Project Assistant III	Planner II	GIS Analyst IV	GIS Analyst II	Environmental Planner III	Environmental Planner I	Task Direct Labor Cost
Project Administration																				
Project Scoping Meeting with Owner		2																		$ 136.00
Prepare Project Detailed Scope of Services and Schedule		16	2	4						1	2			4		2				1,766.00
Project Detailed Scope of Services Review with FAA																				
Meeting Preparation		2																		136.00
Conduct Meeting (including travel time)		3																		204.00
Prepare Minutes / File Meeting Records		1																		68.00
Engineering Detailed Scope of Services and Hour Negotiations	1	4		2																441.00
Independent Fee Document Preparation		2		1				1						1						247.50
Agreement for Professional Services	1	2				1		2						4						459.00
Prepare and Coordinate Subconsultant Agreements		2		4										2						371.00
																				-
																				-
Subtotal																				-
																				$ 3,828.50
Project Management																				
Develop Project Management Plan		6	2	8						2				1						$ 1,035.50
Project Startup Meeting		2	2	2	4	2	2	2	2	2	2	2	2	1		4	4		4	1,608.50
Project Budget Setup		4												8						492.00
Bi-Weekly Budget Review / Projections		44												22						3,597.00
Monthly Invoicing		22												44						2,706.00
Periodic Internal Meetings (32 estimated)		32	32	32	32	32				8	1			32		1				9,673.00
Develop Quality Control Plan		8	2	16										2						1,435.00
~~FAA Grant Coordination / Reimbursement Processing~~																				-
Monthly Status Reports		6		16										11						1,430.50
FAA Quarterly Reports		2		6										4						516.00
DBE Reporting		1		3										16						643.00
																				-
																				-
Subtotal																				-
																				$ 23,136.50
Construction Administration																				
Develop and Submit and Environmental Checklist		1																1	8	$ 307.00
Coordination of Changes to FAA Owned Facilities		8	16	8	16	2		40						2						4,023.00
Quality Acceptance Construction Materials Testing		2		16		2								2						1,023.00
Prepare Construction Management Plan																				
(If paving costs exceed $500,000 in overall cost)		1		10		2								2						685.00
Prepare and Conduct Pre-Construction Conference																				
Meeting Preparation		2	2	8	4	4		2			2			2						1,195.00
Conduct Meeting (including travel time)		4	4	4	8	4					4									1,360.00
Prepare Minutes / File Meeting Records				2										1						117.50
Prepare and Conduct Pre-Phase Meetings (4 estimated)																				
Meeting Preparation		2	2											4						362.00
Conduct Meeting (including travel time)		8	8																	1,008.00
Prepare Minutes / File Meeting Records				4										2						235.00
Shop Drawing Review (75 estimated)		15	90	45										38						9,310.00
Certification Review (50 estimated)		10	15	25										25						3,362.50
Review Contractor Requests for Information (RFI) and Responses (40 estimated)		15	40	25										20						5,015.00
Prepare Change Orders (10 estimated)		40	20	40				10						20						6,620.00
Prepare Periodical Estimates (14 estimated)		26	28	30										14						5,127.00
Project Records and Payrolls (6 months estimated)		12	24	12										120						6,048.00
Weekly Construction Progress Meetings (25 estimated)																				
Meeting Preparation		25	25											25						3,837.50
Conduct Meeting (including travel time)		50	50																	6,300.00
Prepare Minutes / File Meeting Records														25						687.50
Conduct Substantial / Punchlist Inspection of Project																				
Meeting Preparation		1	2	2	4	2								2						557.00
Conduct Meeting (including travel time)		4	4	4	8	4														1,140.00
Prepare Minutes / File Meeting Records				2		2								1						229.50

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Bismarck Airport
Bismarck, North Dakota
KLJ 1516702, AIP 3-38-0003-057-2016
Hourly Rate and Cost Breakdown

PHASE: Construction Observation and Records
Estimate based on 150 working days

KLJ Title	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer I	Engineering Technician IV	Engineering Technician III	CADD Technician IV	CADD Technician II	Planner IV	Survey IV	Surveyor III	Surveyor II	Project Assistant III	Planner II	GIS Analyst IV	GIS Analyst II	Environmental Planner III	Environmental Planner I	Task Direct Labor Cost
Conduct Final Inspection of Project																				
Meeting Preparation		1	2	2	4	2								2						557.00
Conduct Meeting (including travel time)		4	4	4	8	4														1,140.00
Prepare Minutes / File Meeting Records				2		2								1						229.50
Subconsultant Coordination		4		16										12						1,322.00
Analyzing Grades per FAA Requirement		2		24	90	40														6,066.00
P-154, P-160, P-304, P-401, P-501, P-610, D-705 QA Analysis Forms		4		24	90	40								24						6,862.00
~~Tribal Monitoring Coordination~~		-																		-
FAA Grant Coordination / Reimbursement Processing		24												72						3,612.00
Periodic Owner Meetings (22 estimated)																				
Meeting Preparation		22																		1,496.00
Conduct Meeting (including travel time)		44																		2,992.00
Prepare Minutes / File Meeting Records		22												11						1,798.50
Periodic Agency Meetings (22 estimated)																				
Meeting Preparation		44		22						22										5,346.00
Conduct Meeting (including travel time)		44		44						44										7,700.00
Prepare Minutes / File Meeting Records				22										11						1,292.50
FAA Flight Check Coordination		4		40						8										2,568.00
FAA Coordination for FAA Owned Facilities		8	24	8						4										2,544.00
																				-
Subtotal																				-
																			$	104,075.00
Construction Observation																				
Construction Surveying - Establish Project Control											1	6	6						$	478.00
Locate Wetland Boundaries																	8	10	8	814.00
Contractor Staking QA/QC - Slope Staking												4	4							282.00
Contractor Staking QA/QC - Top of Subgrade Elevations											1	30	30							2,170.00
Contractor Staking QA/QC - Top of RAP for Subgrade Stabilization												36	36							2,538.00
Contractor Staking QA/QC - Top of Subbase Course											1	30	30							2,170.00
Contractor Staking QA/QC - Top of Crushed Aggr. Base Course											1	24	24							1,747.00
Contractor Staking QA/QC - Top of CTB Course											1	30	30							2,170.00
Contractor Staking QA/QC - Top of PCC Pavement											1	30	30							2,170.00
Contractor Staking QA/QC - Top of Hot Mix Asphalt Pavement											1	20	20							1,465.00
Contractor Staking QA/QC - Storm Sewer												4	4							282.00
Contractor Staking QA/QC - Lights and Signs												4	4							282.00
Contractor Staking QA/QC - Other											1	4	4							337.00
Observation - Full Time and Periodic		250	75	1,425	3,300	1,500														265,175.00
																				-
Subtotal																				-
																			$	282,080.00
Aeronautical Survey Services																				
Project Formulation						1					1			4		4			$	421.00
Project Management		2				3					3					4				669.00
Preliminary Task Requirements																13				650.00
Statement of Work														1		3				177.50
~~Imagery Plan~~																				-
Survey and Quality Control Plan											2					3				260.00
Interviews		1										1	1			4				338.50
Survey Work Plan, Safety Phasing and Survey Coordination												3	3							211.50
~~Geodetic Control~~																				-
Recovery and Documentation of Survey Time Included with Airfield Data Features (PACS/SACS)											1									55.00
~~Aerial Photography and Planimetric Mapping~~																				-
Airfield Data Feature-Field Survey / Development of GIS Data											27	68	68			34	61		61	11,212.00
~~Airport Airspace Analysis~~																				-

Attachment B
Bismarck Airport
Bismarck, North Dakota
KLJ 1516702, AIP 3-38-0003-057-2016
Hourly Rate and Cost Breakdown

PHASE: Construction Observation and Records
Estimate based on 150 working days

KLJ Title	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer I	Engineering Technician IV	Engineering Technician III	CADD Technician IV	CADD Technician II	Planner IV	Survey IV	Surveyor III	Surveyor II	Project Assistant III	Planner II	GIS Analyst IV	GIS Analyst II	Environmental Planner III	Environmental Planner I	Task Direct Labor Cost
Final Survey Report											11	4	2	1		7				1,199.50
~~Attribution of ALP Sheet Items~~																				-
Progress Reports																4				200.00
																				-
Subtotal																				-
																				$ 15,394.00
Total Hours	2	867	475	1,964	3,568	1,649	2	57	2	91	64	300	298	596	-	83	73	11	81	
Hourly Rate	$79.00	$68.00	$58.00	$45.00	$29.00	$56.00	$43.00	$39.00	$30.00	$62.00	$55.00	$38.00	$32.50	$27.50	$42.00	$50.00	$28.00	$39.00	$25.00	

Direct Labor Total	$	428,514.00
Indirect Labor Total (1.8772 Overhead Rate)	$	804,406.48
Direct and Indirect Labor Total	$	1,232,920.48
Fixed Fee (15%)	$	184,938.07
Cost of Facilities (0.95%)	$	4,070.88
Subtotal	$	1,421,929.43

Expenses

Air Charter		per trip @		trips		
Per Diem		per day @		days		
Vehicle Usage	$ 20.00	per day @	600	days	$	12,000.00
Materials and Supplies					$	-
Subconsultant Services					To be determined	

Expenses Total	$	12,000.00
Construction Observation and Records Total Cost	**$**	**1,433,929.43**

Attachment B
Bismarck Airport

KLJ 1516702, AIP 3-38-0003-057-2016
Hourly Rate and Cost Breakdown

Bism KLJ a

PHASE: **FAA Project Closeout Report**

KLJ Title	Engineer V	Engineer IV	Engineer III	Engineer I	Engineering Technician IV	GIS Analyst II	CADD Technician IV	GIS Analyst IV	Project Assistant III	Project Assistant II	Planner II	Planner IV	CADD Technician II		Task Direct Labor Cost
Overall Project Management	16														$ 1,088.00
Prepare Final Outlay and Acceptance Forms	2		4	8						24					1,124.00
Prepare DBE summary report									4	8					302.00
Prepare Executive Summary	1		1	24											809.00
Prepare Quantity Revision Summary	1		1	8						16					729.00
Prepare ALP Update ("as-built")	6									4	6	6	60		2,928.00
~~Exhibit A Update (if needed)~~															-
Prepare Record Drawings (approximately 164 plan sheets)	4	2	4		41		328								15,656.00
Prepare closeout report document	16							4	8	60					2,948.00
Prepare Utility Maps (approximately 12 plan sheets)					16		30								2,066.00
Prepare Updated GIS Map for Owner					2	30									952.00
Prepare and Submit NDAC Pavement History Update	1		2				8								470.00
Coordination of FAA Reimbursable Agreement Closeout	2		4							8					508.00
															-
Subtotal															**$ 29,580.00**
Total Hours	49	2	16	40	59	30	366	4	12	120	6	6	60	0	
Hourly Rate	$68.00	$58.00	$45.00	$29.00	$56.00	$28.00	$39.00	$50.00	$27.50	$24.00	$42.00	$62.00	$30.00	$0.00	

Direct Labor Total	$	29,580.00
Indirect Labor Total (1.8772 Overhead Rate)	$	55,527.58
Direct and Indirect Labor Total =	$	85,107.58
Fixed Fee (15%)	$	12,766.14
Cost of Facilities (0.95%)	$	281.01
Subtotal	$	98,154.73

Expenses		
Air Charter	per trip @	trips
Per Diem	per day @	days
Materials and Supplies		
Subconsultant Services		

Expenses Total	$	-
FAA Project Closeout Report Total Cost	**$**	**98,154.73**
Total Cost - Construction Observation and Records, FAA Project Closeout Report	**$**	**1,532,084.16**

Attachment C

Federal Contract Provisions

Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors

Note: Consultant or Contractor refers to ENGINEER. Sponsor refers to OWNER.

A1 Access To Records And Reports 2
A2 Affirmative Action Requirement 2
A3 Breach Of Contract Terms 3
A4 Buy American Preference 4
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A6 Civil Rights - Title Vi Assurance 4
A7 Clean Air And Water Pollution Control 6
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A13 Distracted Driving 14
A14 Energy Conservation Requirements 14
A15 Equal Employement Opportunity (E.E.O.) 14
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A17 Lobbying And Influencing Federal Employees 20
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A19 Occupational Safety And Health Act Of 1970 21
A20 Procurement Of Recovered Materials 21
A21 Right To Inventions 22
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A24 Trade Restriction Certification 24
A25 Veteran's Preference 25

A1 ACCESS TO RECORDS AND REPORTS

Source: 2 CFR § 200.333; 2 CFR §200.336; FAA Order 5100.38

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

A2 AFFIRMATIVE ACTION REQUIREMENT

Source: 41 CFR part 60-4; Executive Order 11246

Applicability ***Contracts Exceeding $10,000***

Minority Participation. *Sponsors are required to set goals for minority participation in AIP funded projects. The goals for minority participation depend on Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.*

To find the goals for minority participation, a sponsor must either refer to the Federal Register Notice or to the Department of Labor document, "Technical Assistance Guide for Federal Construction Contractors". EA's and SMSA's cross state boundaries so a sponsor may have to refer to entries for adjacent states to find their project location.

A sponsor must insert the applicable percentage minority goal. Sponsor must not simply insert a reference to the Federal Register Notice.

Female Participation. *Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction contractors. This value does not change per county or state.*

Contract Types *-*

Construction: The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed $10,000. Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Equipment: The sponsor must incorporate this notice in any equipment project exceeding $10,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. firefighting and snow removal vehicles)

Professional Services: The sponsor must incorporate this notice in any professional service agreement if the professional service agreement includes construction work (as defined above) that exceed $10,000. Examples include installation of noise monitoring systems.

Property/Land: The sponsor must incorporate this notice in any agreement associated with land acquisition if the agreement includes construction work (defined above) that exceeds $10,000. Examples include demolition of structures or installation of boundary fencing.

CONTRACT CLAUSE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	0.4%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is State of North Dakota, Burleigh County and City of Bismarck.

A3 BREACH OF CONTRACT TERMS

Source: 2 CFR § 200 Appendix II(A)

Applicable to Contracts Exceeding $150,000

BREACH OF CONTRACT TERMS

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

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 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 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.

A4 BUY AMERICAN PREFERENCE

Source: Title 49 USC § 50101

Applicability

Not applicable to Professional Service Agreements unless there is a deliverable that meets the definition of a manufactured product.

BUY AMERICAN PREFERENCE

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

A5 CIVIL RIGHTS - GENERAL

Source: 49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier 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.

A6 CIVIL RIGHTS - TITLE VI ASSURANCE

Source: 49 USC § 47123; FAA Order 1400.11

Title VI Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the 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.

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 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

Source: 2 CFR § 200, Appendix II(G)

Applicable to Contracts Exceeding $150,000

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

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

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Source: 2 CFR § 200, Appendix II(E)

Applicability ***Contracts Exceeding $100,000***

Professional Services - This provision applies to professional service agreements that exceed $100,000 and employs laborers, mechanics, watchmen and guards. This includes members of survey crews and exploratory drilling operations.

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 $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.

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.

A9 COPELAND "ANTI-KICKBACK" ACT

Source: 2 CFR § 200, Appendix II(D)

Applicability ***Contracts Exceeding $2,000***

The Copeland (Anti-Kickback) Act (18 U.S.C. 874 and 40 U.S.C. 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The

Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

Professional Services - The emergence of different project delivery methods has created situations where Professional Service Agreements (PSA) includes tasks that meet the definition of construction, alteration or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration or repair and it exceeds $2,000, the Copeland Anti-kickback provision applies.

CONTRACT CLAUSE

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS-BACON REQUIREMENTS

Source: 2 CFR § 200, Appendix II(D); 29 CFR Part 5

Applicability ***Contracts Exceeding $2,000***

The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

Professional Services - The emergence of different project delivery methods has created situations where Professional Service Agreements (PSA) includes tasks that meet the definition of construction, alteration or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration or repair and it exceeds $2,000, the contract clause provided below applies.

CONTRACT CLAUSE

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and

its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2 Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including

any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or

indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered

in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A11 DEBARMENT AND SUSPENSION

Source: 2 CFR part 180 (Subpart C); 2 CFR part 1200; DOT Order 4200.5

Applicable to Contracts Exceeding $25,000

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

A12 DISADVANTAGED BUSINESS ENTERPRISE

Source: 2 CFR part 26

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 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.

RACE/GENDER NEUTRAL LANGUAGE

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.

A13 DISTRACTED DRIVING

Source: Executive Order 13513; DOT Order 3902.10

Applicable to Contracts Exceeding $3,500

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

A14 ENERGY CONSERVATION REQUIREMENTS

Source: 2 CFR § 200, Appendix II(H)

Contractor 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. 6201*et seq*).

A15 EQUAL EMPLOYEMENT OPPORTUNITY (E.E.O.)

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

Applicability ***Contracts Exceeding $10,000***

The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions - a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds $10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

Contract Types *-*

Construction - The sponsor must incorporate contract and specification language in all construction contracts and subcontracts as required above.

Equipment - The sponsor must incorporate contract and specification language into all equipment contracts as required above that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles)

Professional Services - The sponsor must include contract and specification language into all professional service agreements as required above. Property - The sponsor must include contract and specification language into all land acquisition projects that include work that qualifies as construction work as defined by 41 CFR part 60 as required above. An example is installation of boundary fencing.

CONTRACT CLAUSE

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, 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 identify 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 considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) 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.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction 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.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 the administering agency 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 vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

   d. "Minority" includes:

      (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

      (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

      (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such

a superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular

group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A16 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Source: U.S.C. § 201, et seq

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 cconsultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor - Wage and Hour Division

A17 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Source: U.S.C. § 1352 - Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II(J); 49 CFR part 20, Appendix A

Applicable to Contracts Exceeding $100,000

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

A18 PROHIBITION of SEGREGATED FACILITIES

Source: CFR § 60

Applicable to Contracts Exceeding $10,000

(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 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, 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 Opportunity clause of this contract.

A19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Source: 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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.

A20 PROCUREMENT OF RECOVERED MATERIALS

Source: 2 CFR § 200.322; 40 CFR part 247

Applicability ***Contracts Exceeding $10,000***

Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the EPA guidelines.

The requirements of § 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Contract Types *- This provision applies to any contracts that include procurement of products where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000.*

Construction and Equipment - Include this provision in all construction and equipment projects

Professional Services and Property - Include this provision if the agreement includes procurement of a product that exceeds $10,000

CONTRACT CLAUSE

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

a) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or,

b) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/conserve/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.

A21 RIGHT TO INVENTIONS

Source: CFR § 200, Appendix II(F); 37 CFR § 401

Applicability

This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that includes performance of experimental, developmental, or research work. This clause is not applicable to construction, equipment or professional service contracts unless the contract includes experimental, developmental or research work.

CONTRACT CLAUSE

This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that includes performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment or professional service contracts unless the contract includes *experimental, developmental or research work*.

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

A22 SEISMIC SAFETY

Source: 49 CFR part 41

Applicability

This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

Professional Services and Construction - Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

CONTRACT CLAUSE

Seismic Safety (Design)

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.

A23 TERMINATION OF CONTRACT

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

Applicable to Contracts Exceeding $10,000

Termination for Convenience

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

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

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

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

Termination for Default

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

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

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

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

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

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

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

b) **Termination by Consultant**: The Consultant may terminate this Agreement in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;

2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;

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

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

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

A24 TRADE RESTRICTION CERTIFICATION

Source: 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 -

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

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

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

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

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

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

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

A25 VETERAN'S PREFERENCE

Source: 49 USC § 47112(c)

Applicability

This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative and supervisory positions, applies to covered veterans (as defined under §47112(c)) only when they are readily available and qualified to accomplish the work required by the project.

CONTRACT CLAUSE

This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative and supervisory positions, applies to covered veterans (as defined under §47112(c)) only when they are readily available and qualified to accomplish the work required by the project.

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 D
Insurance Coverage levels

1. Throughout the duration of this Agreement, ENGINEER agrees to provide evidence of insurance coverages not less than the types and amounts specified below.

   a. Workers' Compensation: Statutory

   b. Employer's Liability
      1) Each Accident: $1,000,000
      2) Disease, Policy Limit: $1,000,000
      3) Disease, Each Employee: $1,000,000

   c. General Liability
      1) General Aggregate: $2,000,000
      2) Each Occurrence (Bodily Injury and Property Damage): $1,000,000

   d. Excess Umbrella Liability
      1) Each Occurrence: $5,000,000
      2) General Aggregate: $5,000,000

   e. Automobile Liability
      1) Combined Single Limit (Bodily Injury and Property Damage):
         a) Each Accident $1,000,000

   f. Professional Liability
      1) Each claim made $2,000,000
      2) Annual Aggregate $4,000,000

   g. Other conditions (specify):
      1) Commercial General Liability policy will be endorsed to add the City of Bismarck, its employees, officers, agents and contractors as additional insureds.
      2) Certificates evidencing required insurance shall be provided to the City of Bismarck upon execution of the agreement and prior to commencement of services or work.
      3) Certificates shall provide not less than 30 days notification to the City of Bismarck prior to cancellation or material change in coverage.

SPECIAL MEETING
AGENDA ITEM

CONTRACT REVIEW FORM

DEPARTMENT

Contract between the City of Bismarck and KLJ

Purpose of Contract: PFC # 7 APPLICATION

Contract Amount: $34,118.56

Contract Period: COMPLETE WITHIN 10 MONTHS OF NOTICE TO PROCEED.

Funding Source: AIRPORT SPENDING PLAN & RECOVER 100% AS PART OF PFC # 7

Project Number: (If needed, send copy to Fiscal) NA

Comments:

After Mayor's Signature, route to: AIRPORT

Date:

Department Head Signature:

Date:

CITY ATTORNEY

Comments:

City Attorney Signature:

Date:

FINANCE

Comments:

Director of Finance Signature:

Date:

ADMINISTRATION

City Administrator Signature:

Date:

ENCL 5

Please send copy of completed contracts to Administration.

4585 Coleman Street
PO Box 1157
Bismarck, ND 58502-1157
701 355 8400
kljeng.com

KLJ

Letter of Transmittal

Date:	September 9, 2016
To:	Mr. Tim Thorsen, Assistant Airport Director Bismarck Airport PO Box 991 2301 University Drive - Building 17 Bismarck, ND 58502
Copy To:	File
From:	Tom Neigum, PE
Re:	Bismarck Airport - Passenger Facility Charge (PFC) Application #7
Project #:	KLJ 1516703

We Are Sending You:

☒ Attached	☐ Under Separate Cover	☐ As Requested
☐ Prints/Plans	☐ For Your Information	☐ For Your Review
☐ Specifications	☒ For Your Signature	☐ Samples
☐ Other		

Shipped via: Hand Delivered

Copies (#)	Description
3	Agreement for Professional Services

Remarks

As requested, attached are three (3) originals of the Agreement for Professional Services for the Passenger Facility Charge (PFC) Application #7.

Please have Mayor Seminary sign and date all three (3) originals where shown and have Keith J. Hunke attest the Mayor's signature where shown.

Keep two (2) originals for your records and return one (1) to our office.

If you have any questions, I can be reached at tom.neigum@kljeng.com or 701-355-8415.

Thank you!

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this _____ of September, 2016, by and between the City of Bismarck, having an address of 2301 University Drive, P.O. Box 991, Bismarck, ND 58502, hereinafter referred to as the "OWNER", and Kadrmas, Lee & Jackson, Inc., having an address of 4585 Coleman Street, Bismarck, ND 58503, hereinafter referred to as the "ENGINEER".

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

I. GENERAL DESCRIPTION OF WORK TO BE PERFORMED.

The OWNER agrees to and hereby does retain and employ ENGINEER and ENGINEER agrees to perform Professional Services for the project at the Bismarck Airport, WHEREAS, the proposed project is described as follows:

A. Prepare Passenger Facility Charge (PFC) Application #7
KLJ 1516703 Task 2

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A, a part hereof, entitled "Detailed Scope of Services", and the anticipated level of effort is defined in ATTACHMENT B entitled "Hourly Rate and Cost Breakdown", both parts hereof.

II. PERIOD OF SERVICE

Compensation for ENGINEER's services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of ENGINEER's services through completion. In this regard, if the services covered by this Agreement have not been completed within 24 months of the date hereof, through no fault of ENGINEER, any lump sum or maximum payment amounts shall be equitably adjusted.

III. COMPENSATION.

Compensation on this project shall be broken into separate and independent forms of compensation. The first form of compensation shall be lump sum compensation. The second form of compensation shall be cost plus fixed fee compensation. The third form of compensation shall be hourly rate compensation. Following the description of the compensation method below, a chart details the items which will be compensated on lump sum basis, cost plus fixed fee basis, and hourly rate basis. Generally speaking, those items compensated on a cost plus fixed fee are items that are currently not possible to be estimated accurately. These include, for instance, construction observation and project records phases, which are dependent upon the Contractor who is doing the construction work and the year in which it is constructed. Compensation under an hourly rate basis is typically used when the scope of services is open-ended, unknown and / or not definable. In this case, the ENGINEER shall only bill the cost and fixed fee that is used for that task. Previously audited overhead and general/administrative overhead at 187.72% shall apply to this agreement. The cost of facilities rate of 0.95% and fixed fee rate of 15% shall apply to this agreement.

A. Lump Sum Compensation.

For those work items specified below in the compensation table for lump sum payments, the OWNER shall compensate the ENGINEER for services a lump sum amount to cover all costs for completion of that work item. These costs shall include salary costs, overhead costs, direct non-salary expense, and all other expenses as defined within the latest edition of FAA Advisory Circular 150/5100-14.

The lump sum payment shall be based upon the hours and expenses provided within Attachment B that follow, and shall include a fixed fee payment. The lump sum fee made for these items shall constitute full and total compensation for all of the work necessary to complete the individual items specified in the scope of services. Changes in the scope of services as defined at the time this contract is negotiated shall reflect an additional compensation as negotiated by the ENGINEER and the OWNER. Monthly payments for those items specified below shall be based upon the percentage of work completed to date.

The table below indicates those work items covered as a lump sum payment item, and the total cost or compensation for each of these individual items. ATTACHMENT B provides the justifications for the lump sum fees.

Table A Lump Sum Compensation	
Task Item	Total Compensation
Prepare PFC Application	$34,118.56

All payments not made within 60 days of the date of the invoice shall be subject to 1.5% per month in interest fees.

B. Cost Plus Fixed Fee Compensation.

The OWNER shall compensate the ENGINEER for services on an actual cost plus a fixed fee basis. The actual costs will consist of salary costs, overhead expenses, and direct non-salary expenses as defined in the latest edition of FAA Advisory Circular 150/5100-14. All direct salary costs and expenses may be verified by auditing at the conclusion of this project. The fixed payment, based on the schedules in ATTACHMENT B, shall not vary from the maximum specified unless the overall scope of the project changes. The table below includes the description of services, the total estimated compensation for this service, and the fixed fee payment.

Payment to the ENGINEER shall be on a monthly basis as the work progresses.

Table B Cost Plus Fixed Fee Compensation		
Task Item	Fixed Fee Payment	Total Compensation
NA	NA	NA

All payments not made within 60 days of the date of the invoice shall be subject to 1.5% per month in interest fees.

C. Hourly Rate Compensation.

The OWNER shall compensate the ENGINEER for services on an actual cost plus overhead and fixed fee basis. The actual costs will consist of salary costs, overhead expenses, and direct

non-salary expenses as defined in the latest edition of FAA Advisory Circular 150/5100-14. All direct salary costs and expenses may be verified by auditing at the conclusion of this project. The fixed fee shall be included in the hourly rate. The table below includes the description of services and the total estimated compensation for this service.

Payment to the ENGINEER shall be on a monthly basis as the work progresses. Refer to ATTACHMENT B for a detailed breakdown.

Table C Hourly Rate Compensation	
Task Item	Total Compensation
NA	NA

All payments not made within 60 days of the date of the invoice shall be subject to 1.5% per month in interest fees.

D. GENERAL

The total compensation for all agreement costs, based on the estimated costs put forth in Attachment B shall not exceed $34,118.56. For any form of compensation listed above, the individual compensation amounts shall not exceed the maximum amount shown unless approved in writing by the OWNER.

IV. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT.

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

V. OWNER'S RESPONSIBILITY.

To permit ENGINEER to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to ENGINEER.

A. Cooperate with the ENGINEER in the approval of all plans and specifications, or should they disapprove of any part of said plans and specifications, shall make a decision timely in order that no undue expense will be caused the ENGINEER because of lack of decisions. If the ENGINEER is caused extra drafting or other expenses due to changes ordered by the OWNER after the completion and approval of the plans and specifications, the ENGINEER shall be equitably paid for such extra expenses and services involved.

B. Pay publishing costs for advertisements of notices, public hearings, request for bids, and other similar items; shall pay for all permits and licenses that may be required by local, state or Federal authorities; shall secure the necessary land, easements, and right-of ways required for the project; and shall pay the costs of all material acceptance testing during the construction phase of the project performed by independent testing laboratories.

C. Designate in writing, a person to act as OWNER's representative with respect to the services to

be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define OWNER's policies with respect to ENGINEER's services.

D. Furnish, as required for performance of ENGINEER's services (except to the extent provided otherwise in ATTACHMENT A), 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 A.

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

F. 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.

G. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by ENGINEER, obtain advise of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

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

I. 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.

J. If ENGINEER encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, ENGINEER shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in ATTACHMENT A, the services to be provided by ENGINEER do not include identification of asbestos or pollution, including soil contamination and ENGINEER has no duty to identify or attempt to identify the same in the project area.

K. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project and such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.

L. Provide such observation services (except to the extent provided otherwise in ATTACHMENT A) as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

M. Provide "record" drawings and specifications for all Existing physical plants or facilities which are pertinent to the Project.

N. Provide written notice to ENGINEER when the project has been financially closed out by FAA.

O. Provide other services, materials, or data as may be set forth in ATTACHMENT A.

P. The OWNER shall agree to renegotiate the compensation should the project change appreciably from the original scope of work, a change in conditions, or additional work required by the ENGINEER. The renegotiated compensation will be based on the new project scope of work.

Q. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.

VI. COMPLETION TIME.

The ENGINEER shall complete the task item assigned as per the schedule defined in the Detailed Scope of Services for that individual task.

VII. TERMS AND CONDITIONS.

A. Ownership of Drawings and Contract Documents.

1. Original documents, such as tracings, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of the contract, are instruments of service and shall remain the property of the ENGINEER unless otherwise agreed to by both parties. Reproducible copies of this information, including electronic copies shall be made available to the OWNER upon request.

2. ENGINEER and OWNER shall retain an ownership and property interest in all final documents created pursuant to this Agreement and any Work Order hereunder (including the right of reuse by ENGINEER at the discretion of ENGINEER) whether or not the Project is completed. OWNER may make and retain copies of Service related documents for information and reference in connection with use on the subject project by OWNER and others. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the subject project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, ENGINEER's officers, directors, partners, employees, agents, or ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, agents, and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from such unauthorized reuse. Any verification or adaptation of the Documents for extensions of the subject project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

3. When a contract is for preliminary plans only, no commitment is implied that would constitute a limitation on the subsequent use of preliminary plans or ideas incorporated therein.

4. The ENGINEER shall provide the OWNER three (3) sets and the FAA each one (1) set of final approved plans and specifications. The ENGINEER shall provide sets of plans and specifications to bidders for a nominal cost during the bidding process. The Contractor awarded the contract shall be provided additional sets of plans and specifications as per the FAA General Provision Item 50-04. The ENGINEER shall provide reproducible copies of reports, specifications and plans (including electronic files in the form of PDFs and the software used to create the final documents) to the OWNER.

B. Standard of Care.

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

C. Limitations of Responsibility.

In the event the OWNER requests ENGINEER to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to ENGINEER for review at least 15 days prior to the requested date of execution. ENGINEER shall not be required to execute any certificates or documents that in any way would, in ENGINEER's sole judgment, (a) increase ENGINEER's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in ENGINEER having to certify, guarantee or warrant the existence of conditions whose existence ENGINEER cannot ascertain.

D. Opinions of Probable Construction Cost.

Since the ENGINEER has no control over the cost of labor, materials or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable construction costs for the project(s) provided for herein are to be made on the basis of experience and qualifications and represent a best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids, change orders or the project construction cost will not vary from the prepared opinion of probable construction costs.

E. Termination.

This Agreement may be terminated by either party, by a seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is so terminated, the ENGINEER shall be paid as provided under compensation for work completed to date of termination.

F. Dispute Resolution.

In the event of a dispute arising out of or relating to the agreement or the services to be rendered hereunder, both parties hereby agree to (1) attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party, (2) if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by both parties, and (3) if the dispute or any issues remain unresolved after the

first two steps, either party may seek to have the dispute resolved by a court of competent jurisdiction.

G. Successors and Assigns.

The OWNER and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

H. Indemnification.

The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the ENGINEER's negligent performance of professional services under this Agreement and that of its sub-engineers or anyone for whom the ENGINEER is legally liable. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and sub-consultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER'S negligent acts in connection with the Project and the acts of its contractors, subcontractors or engineers or anyone for whom the OWNER is legally liable. Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

I. Hazardous Materials.

The parties acknowledge that ENGINEER'S scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist engineers or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

J. Controlling Law.

This Agreement is to be governed by the law of the state in which the Project is located.

K. Construction Phase Services.

OWNER acknowledges that it is customary for the ENGINEER who is responsible for the preparation and furnishing of Drawings and Specifications and other construction related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed

by bidders and contractor(s), (3) in connection with approval of shop drawings and same submittals, and (4) as a result of and in response to ENGINEER'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if ENGINEER is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, ENGINEER will not be responsible for, and OWNER shall indemnify and hold ENGINEER (and ENGINEER'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release ENGINEER (or ENGINEER'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which ENGINEER has undertaken or assumed under this Agreement.

L. Compliance Requirements.

ENGINEER certifies that they are in compliance with all federal, state and local laws, regulations and orders including but not limited to those regarding non-discrimination, wages and hours, workers compensation and immigration and are not currently suspended or disbarred from working on federally funded projects. Failure of compliance may result in the cancellation of any OWNER agreement and exclusion from consideration for future agreements.

M. Insurance.

Throughout the duration of this Agreement, Engineer agrees to provide evidence of insurance coverages not less than the types and amounts specified in Attachment D.

N. Affirmative Action.

ENGINEER and any Subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

VIII. FEDERAL CONTRACT PROVISIONS.

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

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

Owner	City of Bismarck		
Signed		Attest	
Name	Michael C. Seminary	Name	Keith J. Hunke
Title	President, Board of City Commissioners	Title	City Administrator
Date			

Engineer	Kadrmas, Lee & Jackson, Inc.		
Signed		Attest	
Name	Tom Neigum, PE	Name	Tom Schauer
Title	Aviation Services Manager	Title	Aviation Planning Manager
Date	9/8/16		

CERTIFICATION OF ENGINEER

I hereby certify that I am the Aviation Services Manager (title) and duly authorized representative of Kadrmas, Lee & Jackson, Inc., whose address is 4585 Coleman Street, Bismarck, ND 58503, and that neither I nor the firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this contract, or

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of North Dakota, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and federal laws, both criminal and civil.

The undersigned firm certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is 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 and by execution of this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the undersigned firm or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Engineer	Kadrmas, Lee & Jackson, Inc.		
Signed		Attest	
Name	Tom Neigum, PE	Name	Tom Schauer
Title	Aviation Services Manager	Title	Aviation Planning Manager
Date			

Attachment A
Detailed Scope of Services (Planning)
Bismarck Airport (BIS); Bismarck, North Dakota
Passenger Facility Charge (PFC) Application #07
KLJ #1516703

PROJECT DESCRIPTION

General
The work is to occur at the Bismarck Airport (BIS) in Bismarck, North Dakota, under the terms and conditions of the Agreement for Professional Services (Agreement) between the City of Bismarck (Owner) and KLJ (Engineer).

The federal work shall be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the City of Bismarck. Non-federal work shall be performed with funds reimbursed through the Passenger Facility Charge (PFC) #07 Application.

Detailed Scope of Services have been outlined to complete the following work tasks:

- Passenger Facility Charge (PFC) Application #07

The Engineer agrees to furnish the following engineering services for the accomplishment of preparing an application to the FAA to impose and use a Passenger Facility Charge at the Bismarck Airport. The associated costs for these services are summarized in Attachment B of this agreement:

- Notice of Intent
- FAA Form 5500-1
- Attachment H (Non-Hub)
- Receive and Address Comments (FAA/Public/Airlines, etc.)
- Prepare Class of Carrier Exclusions
- FAA Review and Coordination
- Final PFC Application (With Supporting Documents)

The above services within a Passenger Facility Charge application typically include the following efforts:

- Conferring with the Owner on project requirements, project management, finances, schedules, phases of the application, and other pertinent matters; meeting with the FAA and other concerned agencies and parties on matters affecting the project.
- Develop a listing of eligible projects for the application from:
    - Completed projects not already in an existing PFC program
    - Current projects underway (or under grant)
    - Future projects identified on a Capital Improvement Plan (CIP) to begin within two years of the proposed PFC charge effective date
- Develop application document that will follow the requirements of the U.S.C. Section 40117(1) *"Pilot Program for PFC Authorizations at Nonhub Airports"*
- Reimbursable items shall include all mailing costs of notices, documents, etc. required by the PFC application process.

The Engineer shall perform the work under this Agreement with approved FAA guidance and regulations that are current as of the date of this Attachment A. These include but are not limited to:

- FAR Part 158 - *Passenger Facility Charges (PFCs)*
- FAA Order 5500.1 - *Passenger Facility Charge*
- U.S.C. Section 40117(1) - *Pilot Program for PFC Authorizations at Nonhub Airports*

Modifications or additions that significantly change the services to be performed shall be handled under Section V, Item P, of the Agreement. Additional work may not be eligible for FAA AIP funding.

PROJECT MANAGEMENT & ADMINISTRATION

Overall Project Management. The Engineer shall provide project management services to manage the completion of the project within the conditions of this Agreement. Project management is crucial to the success of all projects. The Engineer has identified Tom Schauer as the project manager for the project. Project management is the discipline of planning, organizing, and managing resources to successfully meet this project's objectives and goals. It is the project manager's responsibility to notify the Owner of any issues, problems, or concerns regarding the project; the delegation of all activities to the project team; and handling all subconsultant coordination. In addition, if any items arise during the duration of the project that are outside this Detailed Scope of Services of work, the project manager shall address them with the Owner.

Project Budget Setup / Review / Projections. The Project Manager shall coordinate with the internal Accounting staff to establish the internal budgets. The Project Manager shall review budgets and budget projections up to a bi-weekly basis and coordinate any known issues with the Owner.

Periodic Internal Meetings. The Project Manager and project team anticipate regularly scheduled meetings, including a project startup meeting, to review project work items, project schedule and any outstanding issues encountered.

PUBLIC INVOLVEMENT & MEETINGS

The purpose of this task is to encourage information-sharing and collaboration among the airport stakeholders including the general public. Coordination efforts and meetings may be required to understand key issues, solicit input and feedback, address issues and help build understanding and consensus on airport planning decisions.

Air Carrier Consultation. The Engineer shall assist the Owner in identifying airport's stakeholders to draft and send letters to applicable airlines notifying of the intent to implement Passenger Facility Charge (PFC) #07. The Engineer shall also assist Owner in facilitating an air carrier consultation meeting.

Public Notice. The Engineer shall assist the Owner in the creation and posting of a Public Notice Letter notifying the public of the intent to implement Passenger Facility Charge (PFC) #07.

Agency Progress Meeting(s) & Coordination. The Engineer shall include appropriate FAA representatives for progress meetings through teleconference calls. It is anticipated approximately four (4) meetings will be held with the FAA regarding approval of draft PFC application and project status reporting.

Additionally, the Engineer shall correspond with FAA and State staff throughout the project to update the agencies on project status, answer questions, solicit necessary project information, follow-up on action items, as well as facilitate a prompt review, concurrence and approval of project deliverables.

Project Meeting(s) with Owner. It is anticipated that the Engineer shall attend up to 4 miscellaneous Owner meetings (phone or in-person) to facilitate Owner review and approval of the airport planning study with the airport's governing body (City of Bismarck).

OWNER'S RESPONSIBILITIES

Project Representative. The Owner shall designate a Project Representative with authority to administer the Engineer's consultant contract. All requests for information or a decision by the Owner on any aspect of the work shall be directed to the Owner's Project Representative.

Submittal Reviews. The Owner shall review submittals by the Engineer and provide prompt decisions and responses to questions in order to minimize delay in the progress of the Engineer's work.

Historical Information. The Owner shall furnish the Engineer one copy (paper or electronic) of as-built drawings, plans, maps, records, surveys, activity data, reports, preliminary designs, property/land use information, wildlife, permitting/rules/regulations, grant history, financials, airport/local/regional studies, etc. that are pertinent to the project.

Local Coordination. The Owner shall furnish the Engineer airport stakeholder contact information, schedule and provide adequate facilities for the project, and coordinate local approval of updated plans. Owner shall coordinate any on-airport building access and off-airport landowner access as needed.

COMPLETION TIME

The Engineer shall complete the Engineering Services within 10 months of the Owner issuance of the Notice to Proceed based on a 30-day review period for all FAA approvals. Should there be any delays in the FAA review time, the completion schedule for this project shall be adjusted accordingly.

Attachment B
Bismarck Airport
Bismarck, North Dakota
KLJ #1516703
Hourly Rate and Cost Breakdown

PHASE: Prepare Passenger Facility Charge (PFC) Application #07

KLJ Title	Principal Engineer	Engineer V	Planner IV	Planner II	Environmental Planner II	Project Assistant II									Task Direct Labor Cost
Overall Project Management		2	8												$ 632.00
						PFC Application									
Engineering Agreement		2	2	8	1										$ 627.00
Project Meeting (on-site) with Owner (4 meetings)			10	14											1,208.00
Notice of Intent			2	12											628.00
FAA form 5500-1			1	8											398.00
Attachment H (Non-Hub)		4	4	56	7	14									3,425.00
Receive Comments			3	19											984.00
Prepare Class of Carrier Exclusions			4	12											752.00
FAA Review and Coordination			6	18											1,128.00
Final Project Report			4	6											500.00
															-
Subtotal															$ 9,650.00
Total Hours		8	44	153	8	14									
Hourly Rate	$87.00	$68.00	$62.00	$42.00	$31.00	$24.00									

Travel	Scenario 1		Scenario 2		
# of trips					
# of nights / trip					
# Attending					
Per diem / day	$ -	$ -	$ -	$ -	
Air Carrier		$ -		$ -	
Charter		$ -		$ -	
Rental Car / day		$ -		$ -	
Travel Total		$ -		$ -	$ -

Specialty Data / Software	
Integrated Noise Model Software	
Flight Aware Data	
Woods and Poole Data	
Total Specialty Data / Software	$ -

Direct Labor Total	$	10,282.00
Indirect Labor Total (1.8772 Overhead Rate)	$	19,301.37
Direct and Indirect Labor Total	$	29,583.37
Fixed Fee (15%)	$	4,437.51
Cost of Facilities (0.95%)	$	97.68
Subtotal	$	34,118.56
Travel Total	$	-
Specialty Expenses	$	-
Materials and Supplies	$	-
Prepare Passenger Facility Charge (PFC) Application #07 Total Cost	**$**	**34,118.56**

Attachment C

Federal Contract Provisions

Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors

Note: Consultant or Contractor refers to ENGINEER. Sponsor refers to OWNER.

A1 Access To Records And Reports 2
A2 Affirmative Action Requirement 2
A3 Breach Of Contract Terms 3
A4 Buy American Preference 4
A5 Civil Rights - General 4
A6 Civil Rights - Title Vi Assurance 4
A7 Clean Air And Water Pollution Control 6
A8 Contract Workhours And Safety Standards Act Requirements 7
A9 Copeland "Anti-Kickback" Act 7
A10 Davis-Bacon Requirements 8
A11 Debarment And Suspension 13
A12 Disadvantaged Business Enterprise 13
A13 Distracted Driving 14
A14 Energy Conservation Requirements 14
A15 Equal Employement Opportunity (E.E.O.) 14
A16 Federal Fair Labor Standards Act (Federal Minimum Wage) 19
A17 Lobbying And Influencing Federal Employees 20
A18 Prohibition Of Segregated Facilities 20
A19 Occupational Safety And Health Act Of 1970 21
A20 Procurement Of Recovered Materials 21
A21 Right To Inventions 22
A22 Seismic Safety 22
A23 Termination Of Contract 23
A24 Trade Restriction Certification 24
A25 Veteran's Preference 25

A1 ACCESS TO RECORDS AND REPORTS

Source: 2 CFR § 200.333; 2 CFR §200.336; FAA Order 5100.38

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

A2 AFFIRMATIVE ACTION REQUIREMENT

Source: 41 CFR part 60-4; Executive Order 11246

Applicability ***Contracts Exceeding $10,000***

Minority Participation. *Sponsors are required to set goals for minority participation in AIP funded projects. The goals for minority participation depend on Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.*

To find the goals for minority participation, a sponsor must either refer to the Federal Register Notice or to the Department of Labor document, "Technical Assistance Guide for Federal Construction Contractors". EA's and SMSA's cross state boundaries so a sponsor may have to refer to entries for adjacent states to find their project location.

A sponsor must insert the applicable percentage minority goal. Sponsor must not simply insert a reference to the Federal Register Notice.

Female Participation. *Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction contractors. This value does not change per county or state.*

Contract Types -

Construction: The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed $10,000. Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Equipment: The sponsor must incorporate this notice in any equipment project exceeding $10,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. firefighting and snow removal vehicles)

Professional Services: The sponsor must incorporate this notice in any professional service agreement if the professional service agreement includes construction work (as defined above) that exceed $10,000. Examples include installation of noise monitoring systems.

Property/Land: The sponsor must incorporate this notice in any agreement associated with land acquisition if the agreement includes construction work (defined above) that exceeds $10,000. Examples include demolition of structures or installation of boundary fencing.

CONTRACT CLAUSE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	0.4%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is State of North Dakota, Burleigh County and City of Bismarck.

A3 BREACH OF CONTRACT TERMS

Source: 2 CFR § 200 Appendix II(A)

Applicable to Contracts Exceeding $150,000

BREACH OF CONTRACT TERMS

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

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 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 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.

A4 BUY AMERICAN PREFERENCE

Source: Title 49 USC § 50101

Applicability

Not applicable to Professional Service Agreements unless there is a deliverable that meets the definition of a manufactured product.

BUY AMERICAN PREFERENCE

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

A5 CIVIL RIGHTS - GENERAL

Source: 49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier 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.

A6 CIVIL RIGHTS - TITLE VI ASSURANCE

Source: 49 USC § 47123; FAA Order 1400.11

Title VI Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the 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.

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 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

Source: 2 CFR § 200, Appendix II(G)

Applicable to Contracts Exceeding $150,000

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

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

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Source: 2 CFR § 200, Appendix II(E)

Applicability ***Contracts Exceeding $100,000***

Professional Services - This provision applies to professional service agreements that exceed $100,000 and employs laborers, mechanics, watchmen and guards. This includes members of survey crews and exploratory drilling operations.

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 $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.

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.

A9 COPELAND "ANTI-KICKBACK" ACT

Source: 2 CFR § 200, Appendix II(D)

Applicability ***Contracts Exceeding $2,000***

The Copeland (Anti-Kickback) Act (18 U.S.C. 874 and 40 U.S.C. 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The

Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

Professional Services - The emergence of different project delivery methods has created situations where Professional Service Agreements (PSA) includes tasks that meet the definition of construction, alteration or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration or repair and it exceeds $2,000, the Copeland Anti-kickback provision applies.

CONTRACT CLAUSE

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS-BACON REQUIREMENTS

Source: 2 CFR § 200, Appendix II(D); 29 CFR Part 5

Applicability ***Contracts Exceeding $2,000***

The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

Professional Services - The emergence of different project delivery methods has created situations where Professional Service Agreements (PSA) includes tasks that meet the definition of construction, alteration or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration or repair and it exceeds $2,000, the contract clause provided below applies.

CONTRACT CLAUSE

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and

its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2 Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including

any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or

indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered

in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A11 DEBARMENT AND SUSPENSION

Source: 2 CFR part 180 (Subpart C); 2 CFR part 1200; DOT Order 4200.5

Applicable to Contracts Exceeding $25,000

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

A12 DISADVANTAGED BUSINESS ENTERPRISE

Source: 2 CFR part 26

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 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.

RACE/GENDER NEUTRAL LANGUAGE

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.

A13 DISTRACTED DRIVING

Source: Executive Order 13513; DOT Order 3902.10

Applicable to Contracts Exceeding $3,500

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

A14 ENERGY CONSERVATION REQUIREMENTS

Source: 2 CFR § 200, Appendix II(H)

Contractor 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. 6201*et seq*).

A15 EQUAL EMPLOYEMENT OPPORTUNITY (E.E.O.)

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

Applicability ***Contracts Exceeding $10,000***

The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions - a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds $10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

Contract Types -

Construction - The sponsor must incorporate contract and specification language in all construction contracts and subcontracts as required above.

Equipment - The sponsor must incorporate contract and specification language into all equipment contracts as required above that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles)

Professional Services - The sponsor must include contract and specification language into all professional service agreements as required above. Property - The sponsor must include contract and specification language into all land acquisition projects that include work that qualifies as construction work as defined by 41 CFR part 60 as required above. An example is installation of boundary fencing.

CONTRACT CLAUSE

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, 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 identify 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 considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) 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.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction 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.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 the administering agency 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 vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

   d. "Minority" includes:

      (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

      (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

      (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such

a superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular

group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A16 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Source: U.S.C. § 201, et seq

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 cconsultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor - Wage and Hour Division

A17 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Source: U.S.C. § 1352 - Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II(J); 49 CFR part 20, Appendix A

Applicable to Contracts Exceeding $100,000

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

A18 PROHIBITION of SEGREGATED FACILITIES

Source: CFR § 60

Applicable to Contracts Exceeding $10,000

(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 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, 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 Opportunity clause of this contract.

A19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Source: 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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.

A20 PROCUREMENT OF RECOVERED MATERIALS

Source: 2 CFR § 200.322; 40 CFR part 247

Applicability ***Contracts Exceeding $10,000***

Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the EPA guidelines.

The requirements of § 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Contract Types *- This provision applies to any contracts that include procurement of products where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000.*

Construction and Equipment - Include this provision in all construction and equipment projects

Professional Services and Property - Include this provision if the agreement includes procurement of a product that exceeds $10,000

CONTRACT CLAUSE

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

a) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or,

b) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/conserve/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.

A21 RIGHT TO INVENTIONS

Source: CFR § 200, Appendix II(F); 37 CFR § 401

Applicability

This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that includes performance of experimental, developmental, or research work. This clause is not applicable to construction, equipment or professional service contracts unless the contract includes experimental, developmental or research work.

CONTRACT CLAUSE

This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that includes performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment or professional service contracts unless the contract includes *experimental, developmental or research work*.

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

A22 SEISMIC SAFETY

Source: 49 CFR part 41

Applicability

This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

Professional Services and Construction - Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

CONTRACT CLAUSE

Seismic Safety (Design)

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.

A23 TERMINATION OF CONTRACT

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

Applicable to Contracts Exceeding $10,000

Termination for Convenience

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

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

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

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

Termination for Default

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

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

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

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

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

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

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

b) **Termination by Consultant**: The Consultant may terminate this Agreement in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;

2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;

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

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

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

A24 TRADE RESTRICTION CERTIFICATION

Source: 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 -

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

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

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

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

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

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

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

A25 VETERAN'S PREFERENCE

Source: 49 USC § 47112(c)

Applicability

This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative and supervisory positions, applies to covered veterans (as defined under §47112(c)) only when they are readily available and qualified to accomplish the work required by the project.

CONTRACT CLAUSE

This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative and supervisory positions, applies to covered veterans (as defined under §47112(c)) only when they are readily available and qualified to accomplish the work required by the project.

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 D
Insurance Coverage levels

1. Throughout the duration of this Agreement, ENGINEER agrees to provide evidence of insurance coverages not less than the types and amounts specified below.

   a. Workers' Compensation: Statutory

   b. Employer's Liability
      1) Each Accident: $1,000,000
      2) Disease, Policy Limit: $1,000,000
      3) Disease, Each Employee: $1,000,000

   c. General Liability
      1) General Aggregate: $2,000,000
      2) Each Occurrence (Bodily Injury and Property Damage): $1,000,000

   d. Excess Umbrella Liability
      1) Each Occurrence: $5,000,000
      2) General Aggregate: $5,000,000

   e. Automobile Liability
      1) Combined Single Limit (Bodily Injury and Property Damage):
         a) Each Accident $1,000,000

   f. Professional Liability
      1) Each claim made $2,000,000
      2) Annual Aggregate $4,000,000

   g. Other conditions (specify):
      1) Commercial General Liability policy will be endorsed to add the City of Bismarck, its employees, officers, agents and contractors as additional insureds.
      2) Certificates evidencing required insurance shall be provided to the City of Bismarck upon execution of the agreement and prior to commencement of services or work.
      3) Certificates shall provide not less than 30 days notification to the City of Bismarck prior to cancellation or material change in coverage.

AIRPORT PROJECT BUDGET

Date: September 21, 2016

Number	AIP 57	Description	Reconstruct Runway 13-31 (Phase 1)

Scheduled Start	May-17	Scheduled End	Dec-17

Project Construction Contracts

Project Construction Contracts	Amount
1. Strata Corporation (General)	$19,372,809.72
2. Edling Electric (Electrical)	$781,024.76
Total Construction Contracts	$20,153,834.48

Engineer, Testing and Misc. Contracts	Amount
1. KLJ - Design and Bidding Services	$1,470,310.67
2. KLJ - Construction Observation, Administration and Close Out	$1,532,084.16
3. FAA ATO Planning Reimbursable	$100,000.00
4. Public Utility Relocation (Estimated)	$220,000.00
5. KLJ - Construction Acceptance Testing (Estimated)	$235,000.00
Total Engineer, Testing and Misc. Contracts	$3,557,394.83

Administration	$88,770.69
Sub Total	$23,800,000.00

Project Funding	Amount
FAA Grant:	$13,860,613.00
State Grant:	$1,500,000.00
Airport Funds:	$8,439,387.00
Total Funding (without contingencies)	**$23,800,000.00**

CONTINGENCIES	15%	$3,570,000.00
OTHER COSTS		
TOTAL PROJECT COST		**$27,370,000.00**

Note:

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