

CONTRACT FOR PROFESSIONAL SERVICES
Contract No.: 2020-54

This Contract is entered into this 29th day of July, 2020 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and APMI, Inc., an Arizona corporation ("Contractor").

WHEREAS, the City of Flagstaff desires to receive and Contractor is able to provide professional services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Contractor (the "parties") agree as follows:

SERVICES

1. Scope of Work: Contractor shall provide the professional services generally described as follows:

**PROFESSIONAL ARCHITECTURAL SERVICES
FOR
AIRPORT ARCHITECTURAL SERVICES**

and as more specifically described in the scope of work attached hereto as Exhibit A.

2. Schedule of Services: Contractor shall perform all work per the schedule set forth in Exhibit A.
3. Grant Provisions: The parties agree to comply to the Grant Provisions attached hereto as Exhibit D.
4. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated by reference by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
5. Key Personnel/Subcontractors: Contractor's Key Personnel, Subcontractors (if any), and contact information are designated in Exhibit A. Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this Contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

6. City Representative: The City Representative is Matthew Luhman, Purchasing Manager, or his/her designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a Contract amendment or price adjustment to the attention of the City Buyer.
7. City Cooperation: City will cooperate with Contractor by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Contractor's performance of this Contract.

CONTRACT TERM

8. Contract Term: The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed and shall be in force for an initial term of three (3) consecutive years.
9. Renewal: This Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
10. Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto.

PAYMENT

11. Compensation: Contractor shall be paid eight hundred fifty-nine thousand nine hundred seventy-seven dollars and zero cents (\$859,977.00) for satisfactory performance of the work identified in the scope of work attached hereto as Exhibit A.
12. Price Adjustment: If price adjustments are permitted (see Exhibit A), any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds \$50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

DATA AND RECORDS

13. City Ownership of Document and Data: Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.
14. Re-Use: City may use City's work product without further compensation to Contractor; provided, however, City's reuse without written verification or adaption by Contractor for purposes other than contemplated herein is at City's sole risk and without liability to Contractor. Contractor shall not engage in any conflict of interest nor appropriate any portion of City's work product for the benefit of Contractor or any third parties without City's prior written consent.
15. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to City copies all of City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.

INSURANCE

16. Insurance: Contractor shall meet insurance requirements of the City, set forth in Exhibit C.

MISCELLANEOUS

17. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Matthew Luhman, Purchasing Manager
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
mluhman@flagstaffaz.gov

To Contractor:

Adam Siros, Principal
APMI, Inc.
323 North Leroux Street; Suite 202
Flagstaff, Arizona 86001
asiros@apmi.com

18. Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR



Adam Siros
Digitally signed by Adam Siros
DN: cn=Adam Siros, o=APMI, ou=APMI, email=asiros@apmi.com, c=US
Date: 2020.07.29 08:26:28 -07'00'

Print name: Adam Siros

Title: Principal

CITY OF FLAGSTAFF




Digitally signed by Greg Clifton
Date: 2020.07.29 08:08:31
-07'00'

Print name: Greg Clifton

Title: City Manager

Attest:



Digitally signed by Stacy Saltzburg
DN: cn=Stacy Saltzburg, o=City of Flagstaff, ou=City
Clerk, email=stacy.saltzburg@flagstaffaz.gov, c=US
Date: 2020.07.29 08:26:28 -07'00'

City Clerk

Approved as to form:

ChristinaA.
Parry for

Digitally signed by ChristinaA.
Parry for
Date: 2020.07.14 16:14:09 -07'00'

City Attorney's Office

EXHIBIT A
SCOPE OF WORK

(Found on following pages)



architecture
planning
management
interiors



Proposal . Bid Response

for

Snow Removal Equipment Building (Airport Architectural Services)

RSOQ 2020-54
Submitted: May 11th, 2020

FLAGSTAFF
323 North Leroux Street
Suite 202
Flagstaff, Arizona 86001
o 928.699.6226
apmi.com

Design. Experience.

Date: 11 May 2020

Hello:

To:

Adam Miele
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001

APMI, Inc. is pleased to have this opportunity to submit the following proposal for Architectural and Engineering Services to develop the design of the Snow Removal Equipment Building at Pulliam Airport. This proposal is being submitted in accordance with the RSOQ documents provided to APMI outlining the project scope, including the Architectural & Engineering Services Contract, grant provisions, and attachment documents. This proposal is also based on email exchanges between City Staff and APMI. This proposal will act as the basis of our proposed scope of services with the following exclusions and assumptions. This proposal shall govern should there be any modifications of or discrepancies between the proposal and the attached documents.

Re:

A/E Proposal
Pulliam Airport -
Snow Removal
Equipment Building

Project Scope (Listed by Discipline):

General:

It is understood that the project will consist of developing a Snow Removal Equipment Building on an existing site for City of Flagstaff's Aviation Department at Pulliam Airport. The total site improvement area will include approximately 2 acres. The site will house (1) new building of approximately 30,000 s.f. to support vehicle storage, maintenance shop and office space. The building will be capable of supporting the Flagstaff Airport's Snow and Ice Control Plan for multiple 24-hour operational periods. The building is anticipated to be constructed conventionally (masonry or steel frame). Project design will be determined through an extensive programming effort to be completed as a part of this scope of work and the total design and construction budget is yet to be established.

It is understood that the site plan and building elevations have yet to be established however the master plan does show the proposed building site northeast of the existing AARF building. The APMI team will complete programming, design and construction administration to support this new building. The new snow removal equipment building will incorporate LEED Silver Certification requirements. Services for LEED shall include but not be limited to energy modeling, documentation submittal and commissioning. It understood that the project design will be delivered in a single phase.

Architecture:

APMI Inc. will provide Architectural design and project management services for the Snow Removal Equipment Building at Pulliam Airport for the City of Flagstaff. This includes the architectural design, construction administration and project management services required for the proposed improvements noted above.

APMI's scope of work is as follows:

- Task 1 – Field Investigations: APMI will visit the site to confirm that the as-built documentation provided is accurate and can be used as a basis for the initial programming and design of the site. Preliminary backgrounds will be prepared for distribution to the project team.
- Task 2 – Programming: APMI will lead and conduct a single day programming work and interview session with the appropriate City staff to develop the space needs for the facility. Using that data, APMI will prepare a program report and space plan for the facility. This will include:
 - i. Review all available material to familiarize ourselves with any previously completed work effort and the background data used to develop that work.
 - ii. Interview key staff to determine functional requirements and operational characteristics of the operation to develop a space program for all operational and maintenance spaces.
 - iii. Review fleet size, mix, and projected growth.
 - iv. Review current and projected space requirements.
 - v. Develop space plans to reflect the discussions held during the interviews.
- Task 3 – Schematic Design: Based on the outcome of the data obtained during programming, APMI will guide the Team through schematic design. During the schematic design phase we will:
 - i. Develop site layouts based on circulation patterns for vehicles. This will include review of site area relationships. The site plan will be adjusted as needed to accommodate the City's needs and desires.
 - ii. APMI will prepare and develop site plans, building elevations and massing models too convey the overall site and building schematic design. Those plans will be used for submission to the City of Flagstaff for concept plan submittal.
 - iii. APMI will also review and refine building floor plans and layouts.

- iv. Preliminary equipment and infrastructure layouts will be prepared.
 - v. APMI will begin to establish preliminary estimates of probable cost.
- Task 4 – Design Development: During the design development phase, APMI will continue to refine the drawings adding additional detail needed to further define the project scope.
 - i. APMI will work to develop an approach for constructability and prepare preliminary detailing for the project.
 - ii. APMI will prepare preliminary specifications for the project.
 - iii. Spatial needs for equipment and functional workflow will be refined. APMI will coordinate with WRA, KLH and the Team to develop requirements specific to equipment.
 - iv. APMI will further develop estimates of probable cost.
- Task 5 – Construction Documents: During construction document phase, APMI will continue to refine the drawings adding additional detail needed to finalize the project scope.
 - i. APMI will develop complete construction documents, including all plans and specifications for the project based on the direction determined during previous task efforts.
 - ii. APMI will finalize the estimates of probable cost.
- Task 6 – Approvals / Permitting: APMI will submit all required plans to obtain permits through City of Flagstaff Building and Engineering departments. It is assumed that Fire Sprinkler plans will be prepared by the Fire Protection sub-contractor and will be dealt with as a deferred submittal. APMI will address all City comments and resubmit plans as required to obtain a building permit. Plan review fees are not included in our proposal.
- Task 7 – Bidding / Contract Award: It is assumed that this project will be hard bid. APMI will respond to bid questions and RFI's as needed. APMI will prepare any required addenda to the construction documents.
- Task 8 – Construction Office: The construction phase shall include the office support that will be required to review all Contractor Submittals, respond to contractor questions and respond to RFI's. This will include providing field reports for required FAA documentation and assisting the City in Davis-Bacon compliance documentation and certified payroll reviews.
- Task 9 – Construction Field: APMI has assumed a construction duration of approximately nine and a half months. Weekly construction progress meetings are anticipated. A total of (40) forty meetings for progress/site visits during

construction and (4) four meetings for punchlist and closeout have been included in this scope. Site visits have been allocated according to the quantity outlined above. If either fewer or additional site visits are required by the project, the fee will be adjusted accordingly.

- Task 10 – LEED Documentation / Compliance / Commissioning: APMI will coordinate the overall LEED Certification effort and act as the LEED project administrator. APMI will coordinate all design team members and prepare the required documents for the design portion of the USGBC submittal to LEED Online. APMI will require that the general contractor assign a LEED coordinator to prepare all documentation for the construction related credits and provide them to APMI for review prior to upload to LEED Online. APMI will also participate in the commissioning effort and assist the team in ensuring that all systems are functioning as designed.
- Task 11 – Cost Estimating: APMI will prepare estimates of probable construction cost at the key milestone phases notes above.
- Task 12 – Record Drawings: APMI will prepare record drawings based on redlines provided by the contractor. APMI will provide one (1) hard copy set of Record Drawings. APMI will also provide an electronic set of drawings on CD in CAD and in PDF format. A complete digital copy of all submittals will also be provided at closeout.
- Task 13 – Project Closeout: The project is being delivered under a design-build contract and CORE will be responsible for providing project closeout.

Landscape Architecture:

Colwell-Shelor will provide Landscape Architecture design services for the Snow Removal Equipment Building at Pulliam Airport for the City of Flagstaff. Their scope includes a concept plan for submission to the City of Flagstaff and includes all landscaping services required to obtain permits in the City of Flagstaff. Colwell-Shelor's complete proposal is attached for reference.

Civil Engineering:

Peak Engineering will provide Civil Engineering design services for the Snow Removal Equipment Building at Pulliam Airport for the City of Flagstaff. Civil engineering work includes site grading and paving, utility connection and drainage design from concept design through construction phase support services.

The proposed site is located north of the existing Fire Station on Tract 2 of the Pulliam Airport Airpark subdivision. Peak Engineering's complete proposal is attached for reference.

Structural Engineering:

Hubbard-Merrell Engineering (HME) will provide Structural engineering design services for the Snow Removal Equipment Building at Pulliam Airport for the City of Flagstaff. HME's complete proposal is attached for reference.

Mechanical/Plumbing/Electrical/Fire Protection Engineering:

IMEG Corporation (IMEG) will provide Mechanical, Plumbing, and Electrical engineering design services for the Snow Removal Equipment Building at Pulliam Airport for the City of Flagstaff. IMEG's complete proposal is attached for reference.

Maintenance Equipment Consulting Services:

Maintenance Facility Consultants (MFC), a division of WRA, will provide maintenance equipment consulting services for the Snow Removal Equipment Building at Pulliam Airport for the City of Flagstaff. Their scope includes all consulting services required to program, plan and assist the design team to achieve proper operational workflow. MFC's complete proposal is attached for reference.

LEED Documentation/Certification/Commissioning Services:

APMI, IMEG Corporation (IMEG), Colwell-Shelor and Peak Engineering will provide LEED Documentation and Certification services for the Snow Removal Equipment Building project. LEED Commissioning services will be provided by IMEG. This includes achieving a minimum certification level of Silver. The LEED project scope is further clarified as follows:

- a. APMI will be submitting this under the BD+C guidelines.
- b. APMI, IMEG, Colwell-Shelor and Peak will develop, document and submit all required documentation to LEED® On-line.
- c. LEED Fees are based on the USGBC fee schedule as of the date of this proposal. If USGBC registration and certification fees increase or decrease, the fee structure will need to be adjusted.
- d. Energy modeling to comply with LEED requirements will be included.
- e. APMI, IMEG, Colwell-Shelor and Peak Engineering will provide the periodic onsite observations to LEED compliance during construction.
- f. Provide pre-functional check lists for commissioned systems.

- g. Prepare documentation and conduct Functional Testing of systems to be commissioned.
- h. Attend final Cx meeting/Project Closeout
- i. Prepare Final Commissioning Report.
- j. Submission of documentation to LEED® On-line.

ADDITIONAL SERVICE ITEMS – OUTSIDE SERVICES:

Land Surveying Services:

Northland will provide topographic survey and basemap services for the Snow Removal Equipment Building at Pulliam Airport for the City of Flagstaff. Northland will be a sub-consultant to Peak Engineering. Peak's complete proposal is attached for reference.

Geotechnical/Soils Investigation Services:

Speedie and Associates will provide Geotechnical Investigation for the Snow Removal Equipment Building at Pulliam Airport for the City of Flagstaff. Speedie's complete proposal is attached for reference.

Technology System Design Services:

IMEG Corporation (IMEG) will provide technology systems design for the Snow Removal Equipment Building at Pulliam Airport for the City of Flagstaff. IMEG's complete proposal is attached for reference.

Airport Specialty Consultant Services:

Kimley Horn (KLH) will provide airport specialty consulting services for the Snow Removal Equipment Building at Pulliam Airport for the City of Flagstaff. KLH's complete proposal is attached for reference.

PROJECT EXCLUSIONS:

All of the following exclusions can be provided by the APMI Team should they become necessary or should The City of Flagstaff desire them. These services would be individually negotiated, based on the scope of services desired.

- 1. Design services that would be required to manage, coordinate and prepare separate design packages to facilitate a multi-phased or fast track construction process.
- 2. Work outside of the immediate site area, except for that which may be required to support grading/drainage design and utility connections.

3. Design and specification of "special systems", i.e., telecommunications, security, data, etc. An empty conduit raceway system will be provided based on equipment supplier's layouts provided by Client's Vendor.
4. Permitting and plan review fees to the City of Flagstaff or to local utility companies. It is understood that the City will pay these fees directly.
5. Construction and materials testing.
6. Special inspection services, including special structural, architectural and electrical inspections.
7. Archeological monitoring. It is assumed that this is not required.
8. Resource Protection. It is assumed that this is not required.
9. Water and sewer impact analysis. It is assumed that this is not required.
10. Design of off-site infrastructure is excluded.
11. Construction staking is not included.
12. Fire Protection Design is excluded.
13. FFE design or specification. It is assumed that any owner FFE items such as systems furniture will be dealt with separately. This exception does not apply to the maintenance equipment. The design team will design and specify any maintenance equipment such as lifts, machine tools, etc.
14. See exclusions on the attached consultant proposals for additional applicable items.

PROJECT ASSUMPTIONS:

The proposed fee for professional services has been based on the anticipated level of services that will be required to accomplish the project as described. The following assumptions have been made in determining the extent of professional services required and the resultant professional fee:

1. See assumptions on the attached consultant proposals for additional applicable items.

FEE PROPOSAL SECTION:

Attached is a proposed Cost Proposal Breakdown for the project and services as described. Should the scope of the project or services change in any way, the professional fee shall be modified accordingly. The proposed professional fee is exclusive of reimbursable expenses as defined under reimbursable expenses.

REIMBURSABLE EXPENSES:

An estimate of reimbursable expenses is included on the attached Cost Proposal Breakdown. The estimate of reimbursable expenses does not include cost of reproduction or distribution for bidding or construction purposes or the cost of agency document reviewing or permitting fees. Reimbursable expenses shall be defined as all reproduction, plotting, postage, messenger services, shipping, mileage paid to staff, out of town travel expenses and other similar out of pocket expenses. Expenses shall be billed at the cost of the expenses to APMI plus ten percent (10%) to cover processing. Expenses will be billed and will become due on a monthly basis. Cost of all agency fees shall be paid for by others.

PROPOSAL CONCLUSION:

I trust that this proposal meets with your approval. After acceptance of this proposal from the City of Flagstaff, we can proceed to contract execution. Upon receipt of an executed contract based on this proposal, APMI, Inc. shall commence work on the referenced project in accordance with the accepted project schedule.

Sincerely,

APMI, Inc.



Adam Siros, AIA
Principal

Attachments: APMI Cost Proposal Breakdown
 APMI Hourly Rate Schedule

Basic Services Consultant Proposals:

- Peak Proposal dated 5/4/2020
- Colwell-Shelor Proposal dated 5/5/2020
- HME Proposal dated 4/30/2020
- IMEG Proposal dated 5/6/2020
- MFC Proposal dated 5/4/2020
- Speedie Proposal dated 5/5/2020
- KLH Proposal dated 5/1/2020

cc: File



APMI, Inc. - Architects / Planners / Interiors

File Name: 2020-05-11 Pulliam SRE - FeePropForm.xls

Date Prepared: 5/11/2020

Date Revised: N/A

Client: City of Flagstaff
 Sub-Project Name: Pulliam - Snow Removal Equipment Building
 Client Project Number: 2020-54
 Contract Type: Lump Sum
 Contract Number: NA
 APMI Project Number: APMI Project No. 20134.00
 Discipline: Architectural & Engineering Summary

SUMMARY - COST PROPOSAL
DESIGN - ARCHITECTURAL & ENGINEERING SUMMARY

ESTIMATED DIRECT LABOR A/E SERVICES

No.	TASK	APMI, Inc.	Civil Engineering	Structural Engineering	Mech/Plumb Engineering	Electrical Engineering	Maint Specialist	Landscape Architecture	Other	Total By Phase
1	Field Investigations	\$5,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,400.00
2	Programming	\$34,920.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,200.00	\$0.00	\$0.00	\$46,120.00
3	Schematic Design	\$27,360.00	\$8,495.00	\$0.00	\$14,000.00	\$0.00	\$8,600.00	\$2,730.00	\$0.00	\$61,185.00
4	Design Development	\$27,360.00	\$20,720.00	\$30,650.00	\$15,000.00	\$8,000.00	\$5,160.00	\$3,640.00	\$0.00	\$110,530.00
5	Construction Documents	\$93,680.00	\$23,305.00	\$18,600.00	\$30,180.00	\$22,120.00	\$5,160.00	\$7,280.00	\$0.00	\$200,325.00
6	Approvals / Permitting	\$7,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,200.00
7	Bidding / Contract Award	\$9,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,100.00
8	Construction - Office	\$39,920.00	\$13,840.00	\$7,300.00	\$7,650.00	\$7,650.00	\$0.00	\$0.00	\$0.00	\$76,360.00
9	Construction - Field	\$56,900.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$6,200.00	\$4,550.00	\$0.00	\$70,150.00
11	Cost Estimating	\$24,160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,160.00
12	Record Drawings	\$5,570.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,570.00
13	Project Closeout	\$6,930.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,930.00

TOTAL HOURS:	2842	67860	59050	82830	45770	36320	20700	0	
LABOR COST:	\$338,500.00	\$66,360.00	\$59,050.00	\$66,830.00	\$37,770.00	\$36,320.00	\$18,200.00	\$0.00	

Total Estimated Professional Fees: \$623,030

Total Estimated Expenses: \$32,860

TOTAL ESTIMATED PROFESSIONAL SERVICES FEE WITH EXPENSES: \$655,890

ESTIMATED DIRECT LABOR LEED/COMMISIONING SERVICES

No.	TASK	Arch	Civil	Struct	Mech/Plumb	Elect	Cx Agent	Landscape	Other	Total
10	LEED Documentation/Compliance	\$30,340.00	\$1,500.00	\$0.00	\$16,000.00	\$8,000.00	\$18,000.00	\$2,500.00	\$0.00	\$76,340.00
										\$0.00

Total Estimated LEED Services Fees: \$76,340
USGBC Registration/Certification Fees: \$13,600

TOTAL ESTIMATED LEED SERVICES FEE WITH EXPENSES: \$89,940

ESTIMATED OUTSIDE SERVICES - CONSULTANTS

Listed by Firm or Name at Estimated Cost

Task	Method of Compensation		Cost
	Firm	T&M, LS, etc.	
Land Survey & Mapping	Northland	LS	\$6,495.00
Soils Borings / Report	Speedie	LS	\$9,275
Technology System Design	IMEG	LS	\$20,000
Fire Line Flow Test	TBD	Allowance	\$1,000
Airport Consultant - Site Interviews / Documentation Review	Kimley Horn	LS	\$47,000
Airport Consultant - Develop Space Requirements	Kimley Horn	T&M	\$20,000

Total Estimated Outside Services: \$103,770
10.00% Multiplier: \$10,377
Total Estimated Consultants: \$114,147

TOTAL ESTIMATED FEE WITH LEED AND OUTSIDE SERVICES: \$859,977

Schedule of Hourly Rates for Professional Services

Rates Valid through December 31st, 2020

Design Services:

Principal	\$205.00
Project Manager / Architect	\$170.00
Senior Architect	\$150.00
Architect / Designer	\$135.00
Interior Designer	\$125.00
Job Captain	\$115.00
CAD – Draftsperson	\$95.00
Word Processing / Clerical	\$75.00

Construction Services:

Construction Manager	\$165.00
Construction Observer	\$130.00
Roof Inspector	\$130.00

Increases are normally anticipated the first of each year.

Increases for 2021 could be in the range of 5% to 8%.

Pulliam Airport Snow Removal Equipment Building

Scope of Services

Peak Project No: 20APMI01

May 4, 2020

This scope of work is for civil engineering in support of a new Snow Removal Equipment Building at Pulliam Airport in Flagstaff, Arizona. Civil engineering work includes site grading and paving, utility connection and drainage design from concept design through construction phase support services.

The proposed site is located north of the existing Fire Station on Tract 2 of the Pulliam Airport Airpark subdivision.

Task	Description	Proposed Fee
1	<p>Topographic Survey, Basemap, Schematic Design. Peak Engineering will perform the following tasks:</p> <p>Topographic survey & basemap by Northland Exploration Surveys for a ~2 acre area north of the fire station. Refer to the attached proposal and location map, attached as <u>Exhibit A</u>. Data collection includes utility appurtenances for water and sewer in the immediate area, which may be located outside of the area shown on the exhibit.</p> <p>Participate in a pre-application meeting at the City of Flagstaff. It is assumed that APMI will prepare the application and provide supporting documentation for the pre-application meeting.</p> <p>Attend team kickoff meeting (1) and coordination meetings (2).</p> <p>Contact franchise utility companies and request capacity and connection information to serve the project (electrical, natural gas and communications).</p> <p>Perform a preliminary evaluation of potential water and sewer connection locations and requirements to establish basis of design for concept.</p> <p>Review architectural site layout for impacts to access and drainage.</p>	\$6,495
2a	<p>City of Flagstaff Concept Plan Submittal</p> <p>Peak Engineering will prepare content specific to civil engineering items in the concept plan checklist. See <u>Attachment 1</u>.</p>	\$6,055
2b	<p>Concept Plan Resubmittal</p> <p>Peak Engineering will address City review comments in one resubmittal.</p> <p>Participate in team and/or comment resolution meeting(s) with City (2).</p>	\$2,440
3a	<p>City of Flagstaff Site Plan Submittal</p> <p>Peak Engineering will prepare project content specific to civil engineering items listed in the site plan checklist, <u>Attachment 2</u>. In summary, this is approximately 60% design and includes:</p>	\$16,750

	<p><i>Grading & drainage design plans</i> – includes finished grade topography, select spot elevations & grading limits.</p> <p><i>Preliminary drainage report</i> - perform stormwater runoff analysis for on-site drainage basins to establish stormwater routing. Includes design for Low Impact Development (LID)/ First flush stormwater treatment volume. Peak will prepare a preliminary drainage report per the City of Flagstaff (COF) Stormwater Design Manual.</p> <p><i>Water & sewer design.</i> Includes onsite water and sewer service design, coordination with MEP engineer to establish service sizes. The nearest water and sewer main connections are west of Liberator Lane and we anticipate that water may require extension of a main of a few hundred feet.</p> <p><i>Project Narrative.</i> Peak will provide content for inclusion in the project narrative.</p> <p>Separate from the City of Flagstaff Site Plan Submittal requirements, we will prepare an Opinion of Probable Construction Cost (OPCC) for site civil items.</p> <p>Separate from the City of Flagstaff Site Plan Submittal requirements, we will evaluate LEED certification requirements for stormwater quality and quantity and recommend strategies to achieve these goals.</p>	
3b	<p>Site Plan Resubmittal</p> <p>Peak Engineering will address City review comments in one resubmittal.</p> <p>Participate in team and/or comment resolution meeting(s) with City staff (2).</p>	\$4,720
4a	<p>Construction Documents & Reports (Final 1 Plans)</p> <p>Peak Engineering will prepare Final 1 Plans, sealed by a registered professional engineer per the COF Civil Improvement Plan Submittal, see Attachment 3 for checklist.</p> <p><i>On-site grading & drainage design plans</i> – preparation of detailed plans per the City’s Civil Improvement plan submittal requirements, see <u>Attachment 3</u>. Peak will prepare stormdrain/channel and detention design sheets, an erosion control plan and construction control plan. See notes on the attached for documents to be prepared by others.</p> <p><i>Final drainage report</i> - perform stormwater runoff analysis for on-site drainage basins to establish stormwater routing. Includes design for stormwater treatment volume required by the COF. We will prepare a final drainage report per COF Stormwater Design Manual.</p> <p><i>On-site water & sewer design.</i> Includes onsite water main extension, water and sewer service design, coordination with MEP engineer to establish service sizes and connection locations and an on-site model of the domestic water system for submittal to ADEQ and the COF. This task also includes preparation of an engineer’s design report and an engineer’s opinion of probable construction cost for submittal to ADEQ</p>	\$17,855

	and COF for the water main extension. This proposal assumes a sewer service connection to the nearby sewer main is sufficient to serve the building and that sewer main design or review by ADEQ is not required. Separate from the City of Flagstaff Civil Plan Submittal requirements, Peak Engineering will prepare LEED certification documentation for stormwater quality and quantity, if applicable, and prepare an opinion of probable construction costs for site improvements.	
4b	Construction Document Re-submittals (Final 2 Plans) Peak Engineering will address ADEQ and City review comments in one resubmittal which will be an addendum to the plan set. Participate in team and/or comment resolution meeting(s) with City (1).	\$6,200
	TOTAL DESIGN PHASE SERVICES	\$60,515
5	Rough Grading Certificate This includes a site visit and preparation of the City's forms. We will rely on the Contractor's licensed surveyor to provide grades and measurements of drainage structures and retaining walls to ensure conformance with the permitted plans.	\$2,580
6	Final Grading Certificate This includes preparation of record drawings, a site visit and preparation of the City's forms. We will rely on the Contractor's redlines and the Contractor's licensed surveyor to provide the documentation required for preparation of record, or as-built, plans	\$4,010
7	Construction Phase Services We propose an allowance for construction phase services. Services may include attendance at pre-bid and construction meetings, response to the Contractor's requests for information, site visits, payment application review and punchlist walk-throughs. Services will be provided as needed and requested by APMI. We will notify APMI if we are approaching the allowance limit. Un-used budget would not be billed.	\$7,250
	TOTAL CONSTRUCTION PHASE SERVICES	\$13,840
	ALLOWANCE FOR PROJECT EXPENSES	\$750
	TOTAL CIVIL ENGINEERING PROPOSED FEE	\$75,105

SCHEDULE

Peak Engineering anticipates the tasks beginning immediately upon issuance of a contract and extending through 2021 (substantial completion).

ASSUMPTIONS & EXCLUSIONS

APMI will make the concept and site plan submittals to the City of Flagstaff.

Submittal fees are not included. There will be a City Civil Improvement Plan review fee and ADEQ submittal fee. These fees are calculated at time of submittal.

Per the final plat for Pulliam Airpark, Tract 2 Resource calculations are based on the Terminal Construction Project. Tract 2 is reserved for Airport use. This proposal assumes that a resource protection plan and calculations are not required.

A water & sewer impact analysis is not required for the project.

We assume that there will be a water main extension to serve a hydrant and domestic water service to the proposed building.

A fire flow test may be required for the project and this is not included.

We assume that a sewer main extension is not required. Rather, a sewer service can be extended from the building to a nearby main. We assume that this will be a gravity sewer service.

Public outreach is not included.

Traffic engineering is not required. This assumes that the City will not require a Traffic Impact Statement (TIS) or Analysis (TIA) for this project.

Construction phase excludes inspection and quality control testing.

- END -

Client Name: APMI
 Project Name: Pulliam Airport Snow Removal Equipment (SRE) Building
 Project Number: 20APM101

Client Information
 Name: Adam Siroc
 Address:

Project Budget Summary

Task	Task Description	Hourly Rate:	Principal Engineer		Project Manager		Project Engineer		Designer		Engineering Intern		Technical Drafter		Clerical		Total Hours	Labor Cost per Task
			Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars		
1	Topographic Survey, Basemap & SD		-	\$ -	6.00	\$ 1,020	9.00	\$ 1,395	8.00	\$ 1,000	-	\$ -	-	\$ -	-	\$ -	23.00	\$ 3,415
2	COF Concept Plan Submittal		-	\$ -	5.00	\$ 850	11.00	\$ 1,705	28.00	\$ 3,500	-	\$ -	-	\$ -	-	\$ -	44.00	\$ 6,055
3	COF Concept Plan Resubmittal		-	\$ -	3.00	\$ 510	6.00	\$ 930	8.00	\$ 1,000	-	\$ -	-	\$ -	-	\$ -	17.00	\$ 2,440
4	COF Site Plan Submittal		-	\$ -	15.00	\$ 2,550	40.00	\$ 6,200	64.00	\$ 8,000	-	\$ -	-	\$ -	-	\$ -	119.00	\$ 16,750
5	COF Site Plan Re-Submittal		-	\$ -	8.00	\$ 1,360	12.00	\$ 1,860	12.00	\$ 1,500	-	\$ -	-	\$ -	-	\$ -	32.00	\$ 4,720
6	Construction Docs & Reports (Final 1 Plans)		-	\$ -	21.00	\$ 3,570	47.00	\$ 7,285	56.00	\$ 7,000	-	\$ -	-	\$ -	-	\$ -	124.00	\$ 17,855
7	Construction Docs & Reports (Final 1 Plans) Re-Submittal		-	\$ -	9.00	\$ 1,530	14.00	\$ 2,170	20.00	\$ 2,500	-	\$ -	-	\$ -	-	\$ -	43.00	\$ 6,200
8	Rough Grading Cert		-	\$ -	2.00	\$ 340	8.00	\$ 1,240	8.00	\$ 1,000	-	\$ -	-	\$ -	-	\$ -	18.00	\$ 2,580
9	Final Grading Cert		-	\$ -	2.00	\$ 340	14.00	\$ 2,170	12.00	\$ 1,500	-	\$ -	-	\$ -	-	\$ -	28.00	\$ 4,010
10	Construction Phase Services (Allowance)		-	\$ -	8.00	\$ 1,360	38.00	\$ 5,890	-	\$ -	-	\$ -	-	\$ -	-	\$ -	46.00	\$ 7,250
LABOR TOTAL:				\$ -		\$ 13,430		\$ 30,845		\$ 27,000		\$ -		\$ -		\$ -		\$ 71,275

Reimbursable Project Expenses

A	Printing & Reprographics	\$ 750
B	Mileage	\$ -
C	Meals & Lodging	\$ -
D	Equipment	\$ -
E	Other (Parking)	\$ -
RPE TOTAL:		\$ 750

Sub-Consultants

Survey	\$ 3,080 (Includes 10% administrative fee)	
Landscape Architect	\$ -	
Architect	\$ -	
Geotechnical	\$ -	
Other	\$ -	
SUB-CONSULTANT TOTAL:		\$ 3,080

PROJECT TOTAL:
\$ 75,105

COLWELL SHELOR LANDSCAPE ARCHITECTURE

4450 NORTH 12TH STREET, SUITE 104
PHOENIX, ARIZONA 85014

May 5, 2020

Adam Siros AIA
APMI
8300 N Hayden Road Unit 209
Scottsdale, AZ 85258

Re: Landscape Architectural Design Services for snow removal equipment building (+/- 30,000 s.f. in size) immediately east of the ARFF (air rescue and fire-fighting) building

Dear Adam,

COLWELL SHELOR is pleased to present this proposal for Landscape Architectural design services for the project referenced above. Based on the information emailed on 04.27.20, our role as the Landscape Architects for the project will include services as outlined in this proposal.

PROJECT UNDERSTANDING

The project is located within the City of Flagstaff. There are two existing buildings and a large parking lot surrounding the building on all sides. Scope will be hardscape and landscape design of the perimeter of the building and adjacent roads.

PROJECT ASSUMPTIONS

- The Client will lead the Design Review and construction permitting process with support from the Landscape Architect.
- Utilities and connections will be provided by the Client's MEP and civil engineering consultants
- Grading, horizontal control, and drainage plans are not part of this scope of services. However, the Landscape Architect will coordinate with the civil, structural and MEP engineers responsible for the preparation of the grading and drainage plans for the ground level and site.
- The project drawings will be produced in AutoCAD "DWG" format.
- ADA compliant pedestrian routing and compliance is by others.
- The proposed development of the site will not require any archaeological or historical evaluations or studies under scope of services.
- Services associated with LEED certification are not part of this scope of services.
- CSI-format specifications are required for this project and will be provided for Landscape Scope.
- Updated topographic boundary surveys and geotechnical reports will be provided by the Client.
- The Client will hire a service to accurately locate (horizontally and vertically) all existing utilities within the property and within the public right-of-way where they may cross proposed service connections.
- **Structural Engineering of hardscape elements, if added to the scope, shall be included in the structural engineer's scope and Pool/Water Feature Engineering is not included in the landscape architects scope.**

SCOPE OF SERVICES:

TASK 1: SCHEMATIC DESIGN

COLWELL SHELOR will establish the landscape design character of the project. We anticipate information gathering sessions to discuss the design intent/ideas with the team, obtain project budget and schedule information, and will visit the site to take photos and observe its existing qualities and surrounding context. This task includes those services necessary to prepare landscape architectural drawings for the preliminary site plan approval required by the City of Flagstaff and FAA. This task is limited to the boundaries described in the Project Understanding section and the Project Assumptions section of this proposal.

1.1 Site Inventory / Data Collection / Site Analysis

- Site Visit and photo inventory.

- Landscape inventory & salvage plan; record existing conditions.
- Review applicable ordinances, design stipulations and guidelines for Phoenix.

1.2 Schematic Design, including hardscape and planting vibe.

1.3 Coordination with Design Team

1.4 Meetings, including (1) project kick off meeting, (2) internal Design Team meetings and (1) Progress Meeting/Presentation with the Client.

1.5 Deliverables:

- Tree Inventory Plan
- One (1) preliminary-level black and white landscape plan for internal review and submittal to the City of Flagstaff

TASK 2: DESIGN DEVELOPMENT

From the approved Schematic Design Documents, COLWELL SHELOR shall prepare Design Development Documents in AutoCAD format, from base files provided by others, to illustrate the scope of the project to a Design Development level of detail, identify jurisdictional permitting process and submittal requirements as it relates to the landscape. This task includes those services necessary to prepare landscape architectural drawings for Design Review to the City of Flagstaff and FAA. The Landscape Architect will advance the City preliminary site plan approved drawings to the required level for DR submittal. This task will consist of the following:

2.1 Design Development landscape design

- DD level Hardscape Design: the Landscape Architect will develop hardscape plans, based on the preliminary site plan approved by the Client and the City of Flagstaff, incorporating feedback. The plans shall include a detailed layout of proposed improvements to the site.
- DD level Planting Design: the Landscape Architect will develop planting plans, based on the preliminary site plan approved by the Client and the City of Flagstaff, incorporating feedback. The planting plans shall include a detailed layout of proposed plantings with a plant list identifying species, quantities, size and notes.
- DD level Irrigation Design: the Landscape Architect Consultant will develop irrigation plans, based on the preliminary site plan approved by the Client and the City of Flagstaff. The irrigation plans for the overall site will include POC, mainline routing and controller locations.

2.2 Coordination with other consultants

2.3 Landscape Lighting collaboration – provide feedback on fixtures and intended landscape lighting intent. Photometrics, specifications and fixture selection by others.

2.4 Review of Probable Cost prepared by Others

2.5 Meetings: The Landscape Architect will attend up the following meetings in-person or via teleconference as required.

- (2) Design Team meetings for coordination and development of the design
- (1) Preliminary Site Plan meeting with City
- (1) Design Development Presentation to Client

2.6 Deliverables:

- Preliminary Hardscape Plan and Details
- Preliminary Planting Plan and Details
- Preliminary Irrigation Design and Details
- Outline Landscape and Irrigation Specifications
- Required Preliminary Site Plan Submittal to City

Note: Optional Additional Services are listed on page 4 of this document.

TASK 3: CONSTRUCTION DOCUMENTATION

From the approved Design Development Documents, COLWELL SHELOR shall prepare Construction Documents, including drawings and specifications describing in detail the requirements for construction and permitting of the landscape design. Drawings shall be prepared in AutoCAD format.

3.1 Construction Documentation of hardscape and landscape design, which include the following deliverables:

- **Hardscape Construction Plans & Details:** the Landscape Architect will develop final hardscape plans and details for site walls, paving materials/design, non-structural planter details, and approved design hardscape features. The hardscape plan will include material layout, type and their relationship to access doors, steps, planters, within the ground floor, and overall site.
- **Landscape Construction Plans and Details:** the Landscape Architect will develop a final landscape plan to include street trees and other plantings. The landscape plans will include a detailed layout of proposed plantings with a plant list, identifying species, quantities and sizes. Planting details will be provided on the plans.
- **Irrigation Construction Plans:** the Landscape Architect will develop irrigation plans and details to include areas outlined in the Project Understanding above, within the property lines and over-structure decks. The irrigation construction plans will include the following:
 - Calculation of irrigation system requirements, based on City of Flagstaff requirements.
 - Irrigation mainline and sub-mainline sizing with recommended routing.
 - Coordinate with project's civil engineer and MEP, showing the location of irrigation sleeves and mainline routing, as applicable.
 - Master central control evaluation and recommendation, including analysis of system operation. A conceptual irrigation operation schedule for the project will be included.
 - Irrigation controller locations with power supply drop locations (electrical design and permitting for controllers will be provided by the Contractor), as necessary.
 - Irrigation plans will include detailed zones and head/emitter layout only.
 - Material legend of components.
 - Ancillary notes, calculations and labels required to develop an irrigation system.

3.2 Review of Probable Cost provided by others.

3.3 Coordination with other sub-consultants

3.4 GMP Setting process, including incorporation of Value Engineered items and revisions to meet project budget.

3.5 Meetings: As part of this Task, the Landscape Architect will attend one meeting in Phoenix Metro-Valley with the Client, Client's design team and/or governmental agencies.

3.6 Contract Documents Deliverables:

- 24" x 36" signed and sealed contract documents and specifications for landscape scope as defined in this proposal
- Required Landscape Submittal for Permit to City of Flagstaff, incorporate comments and resubmit

Note: Optional Additional Services are listed on page 4 of this document.

Task 4: CONSTRUCTION PHASE SERVICES

The Landscape Architect will perform the following services during the construction phase of the landscape architecture elements of the project. The Landscape Architect shall visit the project site for the purpose of observing the Contractor's installation progress, and to confirm that the intent of the plans is being followed. Although we may observe and discuss potential problems, these visits are not construction inspections or a guarantee that there will not be construction deficiencies. We shall not have control over and shall not be responsible for construction means, methods, or techniques, or for safety precautions.

The Landscape Architect shall have authority to reject Work which does not conform to the Construction Documents and will have authority to require additional inspection or testing of the work whenever, in our reasonable opinion, it is necessary or advisable for the implementation of the intent of the Construction Documents.

Scope of Work Summary / Deliverables:

- 4.1 Attend one (1) preconstruction meeting
- 4.2 Drawing clarifications
- 4.3 Preparation of addenda, ASI's or RFI's, if required
- 4.4 Review of shop drawings and submittals
- 4.5 Attend coordination meetings as required
- 4.6 Select specimen plant material for the project. (1) Visit to nurseries within the Prescott-Sedona-Flagstaff area. Additional visits within the Prescott-Sedona-Flagstaff area or to any locations outside the Prescott-Sedona-Flagstaff area shall be billed per our hourly rate schedule, plus expenses.
- 4.7 Site visits/Progress Meetings: COLWELL SHELOR shall visit the site during construction at times appropriate to the stage of construction or as otherwise agreed upon by in writing. We anticipate a need three (3) meetings or site visits. We shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. We shall keep APMI informed of the progress and quality of the Work. Field Reports are included.
- 4.8 Punchlist walkthrough and report (1) site visit each for Landscape Architect and Irrigation consultant
- 4.9 As-Built drawings, including AutoCAD files

OPTIONAL ADDITIONAL SERVICES:

Optional Additional Services include any services or deliverables not specifically provided for in the above scope will be billed as additional services and performed at our current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Water feature design with water feature engineering provided by sub-consultant to the Landscape Architect. Fees will be determined if applicable.
- Enhanced graphics of outdoor spaces
- Significant revisions to the plans following the Client's approval of the design development phase plans. Services required by additional governmental regulations, which might be put into effect after the date of this agreement. Fees for these to be negotiated based on extent of revisions.

EXCLUSIONS:

- Boundary/Topographic survey of the site
- Renderings, at the request of the Client, are not included
- Utilities and connections, grading, horizontal control, and drainage plans are not part of this scope of services. However, the Landscape Architect will coordinate with the Project's civil and MEP engineers responsible for the preparation of the grading and drainage plans for the project.
- The project drawings will be produced in AutoCAD "dwg" (2-D) format. The scope of services does not include the development of a 3-D Building Information Model (BIM).
- ADA compliant pedestrian routing and compliance is by Civil. It is intended the design shall meet ADA Accessibility Guidelines
- Archaeological or historical evaluations or studies
- Specifications for sections outside of landscape scope
- Permit applications fees, impact fees, lobbyist fees and plan review fees.
- All required geotechnical reports and recommendations.

- Significant revisions to the plans following the Client's approval of the design development phase plans.
- Services required by additional governmental regulations, which may put into effect after the date of this agreement.
- Water Feature/Pool design and engineering.
- Structural, electrical or plumbing engineering that may be required for landscape scope. The Landscape Architect will submit drawings to the engineers for engineering calculations and information required and will pick up any redlines provided by the engineers. The engineers will co-seal relevant details.

SCHEDULE:

During the course of the project, anticipated and unanticipated events may impact the project schedule. We will provide our services in an expeditious and orderly manner to meet the written schedule mutually agreed to by the Client and the Landscape Architect for the various elements of the Project.

FEES AND EXPENSES:

The Landscape Architect will perform the services in Tasks 1-4 for the fees below, broken out as requested. Optional Services are also broken out. All permitting, application and similar project fees will be paid directly by the Client.

Task 1 Schematic Design	\$ 2,730.00
Task 2 Design Development	\$ 3,640.00
Task 3 Construction Documentation	\$ 7,280.00
Task 4 Construction Phase Services	\$ 4,550.00
Total lump sum:	\$ 18,200.00

Anticipated reimbursable allowance: \$ 1,000.00

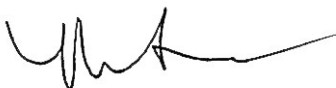
Irrigation + LEED \$ 2,500.00

SCHEDULE OF HOURLY RATES:

Principal/Landscape Architect	\$200.00
Project Landscape Architect	\$175.00
Project Manager	\$150.00
Designer	\$110.00
Technical	\$ 95.00
Administrative	\$ 75.00

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute two copies of this Agreement in the spaces below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in the Agreement are valid for sixty (60) days after the date of this letter.

Respectfully submitted,



Michele Shelor, ASLA
Principal
Colwell Shelor, LLC

Proposal Accepted and Authorization to Proceed

By: _____ Date: _____

Adam Siros or Authorized Representative

TERMS AND CONDITIONS:

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to the following Terms and Conditions. The term, "Client" refers to APMI and "Landscape Architect" refers to Colwell Shelor.

Pre-existing Conditions: This Agreement pertains to the design of specific improvements and modifications to certain building or site components that are described in the Scope of Work. The Landscape Architect has not executed and has not been commissioned to execute a survey of pre-existing conditions and therefore, the Landscape Architect shall not be held responsible or liable for the improvement of and/or discovery of existing site conditions which are faulty or inoperative. In addition to the foregoing, the Landscape Architect shall have no responsibility or liability for any existing non-conforming or substandard conditions on the site which may be set forth in any agreements, reports or understandings which are not expressly set forth herein.

Termination: Either the Client or Landscape Architect may terminate this Agreement upon seven days written notice. If terminated, the Client agrees to pay the Landscape Architect and all sub consultants for all basic and additional services rendered and all reimbursable expenses incurred up to the date of termination. Upon not less than seven days' written notice, the Landscape Architect may suspend the performance of its services if the Client fails to pay the Landscape Architect in full for services rendered or expenses incurred. The Landscape Architect shall have no liability because of such suspension or services or termination due to nonpayment.

Unauthorized Changes: In the event anyone other than the Landscape Architect consents to, allows, authorizes or approves of changes to any plans, specifications or other Construction Documents, and these changes are not approved in writing by the Landscape Architect, it shall be recognized that such changes thereof are not the responsibility of the Landscape Architect. Therefore the Landscape Architect shall be released from any liability arising from the construction, uses or result of such changes.

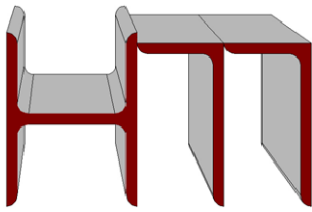
Mediation: Parties will attempt to resolve any disputes arising out of the performance of this contract by participating in mediation, each party sharing equally in the costs of the mediation. No litigation shall be commenced prior to the completion of the mediation process. The mediation process shall commence by one party notifying the other party of the dispute and demanding mediation. The party commencing mediation shall provide a list of three proposed mediators. The other party may strike one of the names without cause. At least four hours of mediation with a neutral third-party mediator is required. Mediation must be commenced within 90 days of the initial notification of mediation.

Use and Ownership of Documents: It shall be acknowledged that the design professional's plans and specifications are the instruments of professional services and shall remain the property of the Landscape Architect. Reproducible copies may be retained by involved parties for information and reference in connection with this specific project only.

Information Provided By Client: The Landscape Architect shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by the Landscape Architect during the project, including but not limited to the following:

- Boundary/Topographic survey of the site including the right of way fronting the site prepared by a Professional Land Surveyor retained by the Client. The survey shall be provided in both electronic (AutoCAD) and as hardcopies, signed and sealed by a professional land surveyor. The survey shall include all surface structure, utility structures with inverts, landscape and hardscape features.
- Scaled Drawing of architectural site plan in relation to property boundaries, provided in AutoCAD "dwg" computer file format and hard copy.
- Access to the site
- All required geotechnical reports and recommendations

END OF TERMS AND CONDITIONS



Proposal for Structural Engineering Services

<p>Client: APMI 8300 North Hayden Road Suite A-209 Scottsdale, Arizona 85258</p>	<p>Sent to: asiros@apmi.com</p>	<p>Date: April 30, 2020</p>								
<p>Project Name and Location: Flagstaff Pulliam Airport – Maintenance Facility 6200 S Pulliam Dr Flagstaff, AZ 86005</p>		<p>Valid Until: June 30, 2020</p>								
<p>Basic Scope of Services: Project Understanding / Assumptions- This project includes the construction of a new approximately 30,000 sq. ft., single story maintenance/storage facility. The facility will include the storage of snow removal equipment as well as other maintenance/storage uses and garage areas. The structure will consist of wood and / or steel roof framing, masonry and / or steel walls, concrete slab on grade and conventional spread footings.</p> <p>Design Phase Services- Schematic Design, Design Development and Construction Documents: We will provide 60% and 100% structural engineering design and drafting of the structural construction drawings, and coordination throughout the design and permitting phases. Our deliverables include sealed structural construction drawings and structural calculations. Premanufactured wood and steel truss and joist designs and layouts, if any, shall be provided by the truss and joist suppliers. We will not provide a Specification document (other than General Structural Notes on our drawings) but will review and redline Specifications provided by others if necessary. Our services do not include structural construction pricing or opinions of probable cost.</p> <p>Pre-Construction Phase Services (if necessary)- We will redesign the foundations if the general contractor suggests and the City accepts, a premanufactured steel building system in alternate of the building designed in the design Phase Services.</p> <p>Construction Phase Services- We will provide shop drawing reviews as required, respond to RFI's, and reviews of Special Structural Inspection reports. We will also include up to 3 site visits/meetings as requested by APMI.</p> <p>All other services are excluded from this proposal but can be provided at the Client's request as Additional Services, as listed below.</p>										
<p>Fee for Services:</p> <p>Design Phase Services-</p> <table border="0"> <tr> <td>60% Design Phase -----</td> <td>\$30,650.00 Lump Sum</td> </tr> <tr> <td>100% Design Phase -----</td> <td>\$18,600.00 Lump Sum</td> </tr> <tr> <td>Pre-Construction Phase Service -----</td> <td>\$14,220.00 Lump Sum</td> </tr> <tr> <td>Construction Phase Service -----</td> <td>\$9,800.00 Hourly, Not to exceed</td> </tr> </table> <p>All fees exclude reimbursable expenses as listed below, which will be invoiced at cost. See <i>Terms and Conditions</i> for payment terms.</p>			60% Design Phase -----	\$30,650.00 Lump Sum	100% Design Phase -----	\$18,600.00 Lump Sum	Pre-Construction Phase Service -----	\$14,220.00 Lump Sum	Construction Phase Service -----	\$9,800.00 Hourly, Not to exceed
60% Design Phase -----	\$30,650.00 Lump Sum									
100% Design Phase -----	\$18,600.00 Lump Sum									
Pre-Construction Phase Service -----	\$14,220.00 Lump Sum									
Construction Phase Service -----	\$9,800.00 Hourly, Not to exceed									

Payment for Additional Services:


Additional services may be authorized by the client. The following additional services are specifically not included in the above stated fee but can be provided at the hourly rates listed in the Terms and Conditions. The availability of other additional services should be discussed with Hubbard Merrell Engineering if desired. Written authorization by the Client is required prior to Hubbard Merrell Engineering proceeding with any Additional Services, including but not limited to those listed below. Any other entity requesting to retain these services may require an additional and separate agreement with your approval.

1. Major revisions or scope changes during design and/or construction.
2. Special Structural Inspections and Reports.
3. Project site visits during design and / or construction except as noted above.
4. Evaluation of design or construction alternates, except as listed above.
5. Resolution of construction errors caused by others.
6. Redesign of due to unanticipated conditions.
7. Site Structures (Fences, Walls, Dumpster Enclosures, Signs, etc.)
8. Construction Administration.

The Terms and Conditions on Pages 3 through 5 of this form are incorporated and made a part of this Agreement. Signature of this proposal constitutes acceptance of Terms and Conditions, and asserts that the Client accepts the "Limitation of Liability" terms.

Offered by: HUBBARD MERRELL ENGINEERING, CORP.

Accepted by Client: APMI



David S. Merrell, P.E., S.E.
Principal

Signature
Mr. Adam Siros

Date

Terms and Conditions for Professional Services

Fee: To be paid monthly based upon the estimated percent completion of the construction documents. In the event the project is delayed or stopped, fees shall be paid for services rendered to date. Our fee for services as listed in the proposal does not include reimbursable expenses, as applicable. Reimbursable expenses for project-related out-of-town travel, printing, postage, courier costs, etc., will be billed at cost. Mileage will be charged at the standard mileage rate for *transportation or travel expenses* as posted by the IRS for the current calendar year. If the Client fails to make payment to Hubbard Merrell Engineering in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by Hubbard Merrell Engineering. Payment may be made with a credit card (VISA/MC, Discover, AMEX) and will include a 4.00% surcharge.

Owner's Consultants: The Client agrees that Hubbard Merrell Engineering shall have no responsibility for any portion of the project designed by the Client's other consultants. Hubbard Merrell Engineering shall not be required to check or verify other consultants' construction documents and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents with applicable laws, codes, statutes, ordinances and regulations. The Client agrees, to the fullest extent permitted by law, to indemnify and hold Hubbard Merrell Engineering harmless from any damage, liability or cost, including reasonable attorneys' fees and defense costs, arising in any way from the services performed by other consultants to the Client.

Soil Conditions: This fee is based on the use of conventional spread footings and foundation systems for Aerial Adventure Courses, using an allowable soil bearing pressure per the applicable Building Code, unless a geotechnical investigation and report is provided for this site. Adverse soil and/or foundation conditions or requirements may cause this agreement to become null and void.

Design Without Construction Phase Services: It is understood and agreed that Hubbard Merrell Engineering's Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Client. If the Client requests in writing that Hubbard Merrell Engineering provide any specific construction phase services and if Hubbard Merrell Engineering agrees in writing to provide such services, then they shall be compensated for as Additional Services as listed in the proposal.

Ownership of Instruments of Service: All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media, prepared by Hubbard Merrell Engineering as instruments of service shall remain the property of Hubbard Merrell Engineering.

Delays: Hubbard Merrell Engineering is not responsible for delays caused by factors beyond Hubbard Merrell Engineering's control. When such delays beyond our reasonable control occur, the Client agrees that Hubbard Merrell Engineering is not responsible for damages, nor shall Hubbard Merrell Engineering be deemed to be in default of this Agreement.

Governing Law: This agreement shall be governed by the laws of the state of Arizona. Any litigation arising in any way from this agreement shall be brought in that state.

Dispute Resolution: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Hubbard Merrell Engineering agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Time Bar to Legal Action: All legal actions by either party against the other arising out of or in any way connected to this Agreement or the services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after two (2) years have passed from the date of Substantial Completion, unless this Agreement is terminated earlier, in which case the date of termination of this Agreement shall be the date on which such period shall commence.

Consequential Damages: Notwithstanding any other provision of this agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by the Client or Hubbard Merrell Engineering, their Employees, agents, sub-consultants or subcontractors. Consequential damages include, but are not limited to loss of use and loss of profit.

Limitation of Liability: To the maximum extent permitted by law, and notwithstanding any other provision of this agreement, the Client agrees to limit Hubbard Merrell Engineering Corporation's liability for the Client's damages to the lesser of \$50,000.00 or the total invoiced dollar value of the Services provided by Hubbard Merrell Engineering under this Agreement and paid by the client, but in no event shall Hubbard Merrell Engineering's liability exceed the amount of Hubbard Merrell Engineering's available insurance proceeds. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Indemnification: In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Hubbard Merrell Engineering Corporation, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability or cost, including all attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Hubbard Merrell Engineering Corporation.

Termination: Either the Client or Hubbard Merrell Engineering may terminate this Agreement at any time with or without cause upon giving the other party Seven (7) calendar days prior written notice. The Client shall within Thirty (30) calendar days of termination pay Hubbard Merrell Engineering for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

Corporate Protection: It is intended by the parties to this Agreement that Hubbard Merrell Engineering's services in connection with the project shall not subject Hubbard Merrell Engineering's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Hubbard Merrell Engineering, an Arizona corporation, and not against any of Hubbard Merrell Engineering's employees, officers or directors.

Right to Retain Sub-consultants: Hubbard Merrell Engineering may use the services of sub-consultants when, in Hubbard Merrell Engineering's sole opinion, it is appropriate and customary to do so. Hubbard Merrell Engineering's use of other consultants for additional services shall not be unreasonably restricted by the Client provided Hubbard Merrell Engineering notifies the Client in advance.

Extension of Protection: The Client agrees to extend any and all liability limitations and indemnifications provided by the Client to Hubbard Merrell Engineering to those individuals and entities Hubbard Merrell Engineering retains for performances under this agreement, including but not limited to Hubbard Merrell Engineering's sub-consultants' individual employees, officers or directors.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Hubbard Merrell Engineering. Hubbard Merrell Engineering's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against Hubbard Merrell Engineering because of this Agreement or the performance or nonperformance of services hereunder.

Hazardous Materials: It is acknowledged by both parties that Hubbard Merrell Engineering's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Hubbard Merrell Engineering or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Hubbard Merrell Engineering's services, Hubbard Merrell Engineering may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

Interpretation: Limitations on liability and indemnities in this Agreement are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. "Parties" means the Client and Hubbard Merrell Engineering, and their officers, partners, employees, agents and sub-consultants. The parties also agree that the Client will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join Hubbard Merrell Engineering as a third-party defendant.

Severability and Survival: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and Hubbard Merrell Engineering shall survive the completion of the services hereunder and the termination of this Agreement.

Standard of Care: Services provided by Hubbard Merrell Engineering under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to Hubbard Merrell Engineering and by mutual agreement between the parties, Hubbard Merrell Engineering will correct those services not meeting such a standard without additional compensation.

Unauthorized Changes: In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by Hubbard Merrell Engineering, the Client recognizes that such changes and the results thereof are not the responsibility of Hubbard Merrell Engineering. Therefore, the Client agrees to release Hubbard Merrell Engineering from any liability arising from the construction, use or result of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Hubbard Merrell Engineering harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of Hubbard Merrell Engineering.

Jobsite Safety: Neither the professional activities of Hubbard Merrell Engineering, nor the presence of Hubbard Merrell Engineering or his or her employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Hubbard Merrell Engineering and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, Hubbard Merrell Engineering and Hubbard Merrell Engineering's consultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.

Existing Structure and Conditions: This scope of work shall not act to assume any responsibility for the design and/or construction of any existing structure(s), except for the specific structural design performed under the terms and conditions of this contract.

Collection Costs: In the event legal action is necessary to enforce the payment provisions of this Agreement, Hubbard Merrell Engineering shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by Hubbard Merrell Engineering in connection therewith and, in addition, the reasonable value of Hubbard Merrell Engineering's time and expenses spent in connection with such collection action, computed at Hubbard Merrell Engineering's prevailing fee schedule and expense policies.

Suspension of Services: If the Client fails to make payments when due or otherwise is in breach of this Agreement, Hubbard Merrell Engineering may suspend performance of services upon five (5) calendar days' notice to the Client. Hubbard Merrell Engineering shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

Set-offs, Back-charges, Discounts: Payment of invoices is in no case subject to unilateral discounting or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party.

Hourly Rates:

Principal (P.E., S.E.)	\$180.00 / hour	CAD Designer	\$85.00 / hour
Project Manager (P.E.)	\$130.00 / hour	CAD Drafter	\$75.00 / hour
Project Engineer (P.E.)	\$120.00 / hour	Administrative	\$75.00 / hour
Structural Designer (E.I.T)	\$110.00 / hour	Project Intern	\$65.00 / hour
Structural Designer (Graduate)	\$100.00 / hour	Clerical	\$60.00 / hour

These hourly rates may be revised to our new hourly rates at the beginning of each new calendar year.



May 6, 2020

Mr. Adam Siros, AIA
APMI Architecture
8300 North Hayden Road, Suite 209
Scottsdale, Arizona 85258

RE: Proposal for Engineering Services
Flagstaff Pulliam Airport
Snow Removal Facility
Flagstaff, Arizona

Dear Adam:

Thank you for the opportunity to submit a Proposal for mechanical, electrical, and technology engineering services plus LEED commissioning for a new 30,000 square foot snow removal equipment facility, located at Flagstaff Pulliam Airport.

The project will include vehicle storage, vehicle and equipment maintenance bays, general storage, shop space, and offices to support snow removal operations at the airport. The facility will be able to support multiple twenty-four-hour operational periods. Design and documentation will support LEED Silver certification of the facility.

DESIGN PHASE SERVICES

1. Energy modelling services:
 - a. Base building modelling to support selection of HVAC equipment. (See detailed scope below)
 - b. LEED modelling to document target design performance and assist with selection of equipment to support LEED project goals. (See detailed scope below)
2. Design of mechanical systems including:
 - a. Fire protection systems:
 - 1) Incoming riser with valving.
 - 2) Sprinkler zone designations.
 - 3) This scope assumes adequate water supply and pressure are available to the site. If not, additional services will be required.
 - 4) Specifications for contractor-furnished hydraulically calculated piping installation drawings. Piping locations will not be shown on our documents.
 - b. Plumbing systems:
 - 1) Domestic hot and cold water.

- 2) Sanitary drainage and venting.
- 3) Interior roof drainage.
- 4) Plumbing design will be based on fixture counts and safety shower/eyewash station locations provided by others.
- c. HVAC systems:
 - 1) Heating, ventilating, and air conditioning.
 - 2) Direct digital control (DDC) system.
 - 3) Building makeup air.
 - 4) Toilet exhaust.
 - 5) Exhaust air heat recovery.
 - 6) General building exhaust. Vehicle exhaust capture will be limited to vehicle maintenance bays only. Vehicle storage bays are not anticipated to include direct connections to vehicle exhaust.
- d. Piping systems:
 - 1) Chilled water.
 - 2) Heating water.
 - 3) Natural gas.
 - 4) Compressed air.
 - 5) Vehicle service fluid piping at the vehicle service bays, extended from systems specified by others.
3. Design of electrical systems including:
 - a. Incoming electrical service, power distribution, and grounding.
 - b. Interior lighting and controls.
 - c. Site lighting per City of Flagstaff dark sky requirements.
 - d. Cable tray and/or horizontal raceway to allow routing of low voltage systems wiring.
 - e. Emergency power distribution including packaged engine/generator set and automatic transfer switch.
 - f. Fire alarm.
4. Design of technology systems including:
 - a. Information technology:
 - 1) EIA/TIA compliant premise structured cabling system.
 - 2) Telecommunication cross-connect room layout, including cabling and equipment racks, optical fiber backbone Inter-Building cabling, copper termination equipment, and cable management.
 - 3) Coaxial cable television distribution system for distribution of existing facility signal.
 - 4) Design preliminary layout for wireless 802.11b/g antennas.
 - a) Access points shall be provided and installed by owner. Owner to perform final antenna layout.



- b. Security management systems:
 - 1) Intrusion detection system.
 - 2) Access control system: system as specified by Owner for compatibility with existing City systems.
 - 3) Video surveillance system.
5. Establish performance requirements for seismic bracing (if required by code) of mechanical, electrical, and technology equipment specified by IMEG. Design and installation will be by others.
6. Prepare applicable mechanical, electrical, and technology specifications.
7. Prepare contract documents that are suitable for pricing and construction purposes.
8. Project design meetings:
 - a. Participate in approximately five project conference calls / web conferences as required.
 - b. Attend approximately three design coordination meetings in Flagstaff.
9. Prepare an opinion of probable construction cost for mechanical, electrical, and technology systems. Note that IMEG has no control over 1) the cost of labor, material, or equipment; 2) the means, methods and procedures of the contractor's work; or 3) the competitive bidding market at the time the project goes out to bid. IMEG's opinion of probable construction costs will be based on the firm's experience and qualifications and represents our judgment as Design Professionals. IMEG makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from our opinion of probable cost.

BIDDING PHASE SERVICES

1. Respond to contractor questions.
2. Prepare addenda information as required.

CONSTRUCTION PHASE SERVICES

1. Contract administration related to IMEG scope of work including:
 - a. Answer contractor questions and Requests for Information (RFIs).
 - b. Prepare technical portions of Requests for Proposal (RFPs) for issue by others.
2. Review shop drawing submittals for items requested in the contract documents.
3. Conduct up to three job site observation(s) during construction, plus one final job site observation at the end of the construction period.
4. Owner/Architect/Contractor (OAC) meetings:
 - a. Attend OAC meetings at the project site in conjunction with the job site observations listed above.
5. Prepare record documents based upon contractor-supplied as-installed documents, with no additional verification.



LEED DOCUMENTATION

This project is planning to incorporate USGBC's Leadership in Energy and Environmental Design (LEED) standard. The following proposal deals with the additional documentation required to show compliance with the LEED Rating System.

Since the scope of this documentation depends on which points are pursued, we have based our services on the following preliminary evaluation of the project and those credits that appear appropriate for this project.

LEED v4 - New Construction and Major Renovation

GENERAL

- Integrative Process
Energy modeling is required; provided by IMEG as described later

SUSTAINABLE SITES

- Light Pollution Reduction

WATER EFFICIENCY

- PreReq - Outdoor Water Use Reduction
- PreReq - Indoor Water Use Reduction
- PreReq - Building-Level Water Metering
- Outdoor Water Use Reduction
- Indoor Water Use Reduction

ENERGY AND ATMOSPHERE

- PreReq - Fundamental Commissioning and Verification
Provided by IMEG as described later
- PreReq - Minimum Energy Performance
Energy modeling is required; provided by IMEG as described later
- PreReq - Building-Level Energy Metering
- PreReq - Fundamental Refrigerant Management
- Optimize Energy Performance
Energy modeling is required; provided by IMEG as described later

INDOOR ENVIRONMENTAL QUALITY

- PreReq - Minimum Indoor Air Quality Performance
- Low-Emitting Materials
- Construction Indoor Air Quality Management Plan
Specification requirements and review of contractor plan during construction; implementation and documentation to be by contractors
- Indoor Air Quality Assessment
Specification requirements and review during construction; performance of testing or documenting flush shall be by others or contractors and confirmed during commissioning
- Thermal Comfort



- Interior Lighting
- Daylight

INNOVATION

- Innovation
- LEED Accredited Professional

Where appropriate, the above requirements will be integrated into the systems design and shown on the drawings and specifications. In some cases, foundational calculations and documents will be developed that would not normally be required *except* for the LEED process. Some credits above require only an online declarative, indicating the component has been included into the building construction, but some will require upload of supporting information, documents, and drawings.

LEED components shown shaded above may not be feasible due to cost or building design type, but we have included here since a scorecard is not available. If the plan changes substantially, fees can be adjusted as required.

Assumptions related to LEED:

1. The Architect will serve as the primary LEED consultant for this project, including coordinating, monitoring, tracking, and collecting the various bits of information and documentation needed for submittal to the United States Green Building Council (USGBC). IMEG will be responsible for uploading and managing information related to credits assigned as consistent with the above listing.
2. LEED components will be incorporated into the project as the basis of design.
3. Commissioning will be provided by IMEG for Fundamental Commissioning only. Refer to other parts of this Proposal for fee and scope.
4. IMEG is not the acoustical consultant for the project. IMEG will collaborate with the consultant related to acoustic requirements, constraints, and LEED credits that may be pursued. Acoustic requirements will be provided to IMEG to incorporate into HVAC design.
8. Energy modeling to be provided by IMEG. Refer to other parts of this Proposal for fee and scope.
9. Daylight modeling will be provided by a separate consultant, not IMEG. We will collaborate with the consultant to provide information on systems and capacities related to the mechanical and electrical systems. We understand that IMEG will take partial responsibility for contributing to this analysis, but will require an energy model to be developed by the separate consultant to complete the associated credits.
10. Certification will require input and effort from the Owner, Architect, and IMEG, as well as other consultants, contractors, and parties associated with this project. Also, sustainable design often requires new technologies that may not perform as expected or may require additional effort during startup, commissioning, and ongoing operation. These issues should be discussed with the Owner prior to implementation.
11. The Project cannot achieve LEED certification until after substantial completion of construction and will be subject to the LEED certification processes and procedures as determined by the



- USGBC. These procedures are outside the control of IMEG, may not be uniformly implemented, and may be subject to change at any time.
12. IMEG cannot guarantee LEED certification or the actual performance of the building based on the design drawings, specifications, or the actual resource use based on conceptual consumption modeling, nor can it guarantee certain performance levels anticipated through the LEED certification process.
 13. The signing of declaration/affirmation for the purposes of LEED Certification with the USGBC is considered an Owner/Client service benefit and, as used to this effort, the words certify, affirm, and declare shall mean an expression of IMEG's professional opinion to the best of its information, knowledge, and belief, and does not constitute a warranty or guarantee.
 14. LEED components submitted to the USGBC will require no more than one clarification or appeal.
 15. Fees related to registration, applications, Credit Interpretation Requests (CIRs), or appeals will be considered reimbursable expenses.

ENERGY MODELING

Energy modeling is required to document those prerequisites and credits noted in the LEED Documentation Section of this Proposal. Most work required is for the Energy and Atmosphere credits to demonstrate code compliance and energy savings over a code baseline. This modeling will include energy usage and cost calculations related to energy-using systems. An energy savings goal will be set early in the project that is consistent with the proposed building envelope and conceptual systems and the project budget.

The scope of energy modeling includes:

1. Schematic Design:
 - a. Develop a preliminary energy consumption model of the baseline building.
 - b. Develop a preliminary energy consumption model of the proposed building incorporating preliminary energy saving design concepts to determine approximate energy savings and possible LEED credits.
 - c. Analyze up to three major system types to confirm overall direction of the project at an early stage of design.
2. Design Development:
 - a. Perform an additional iteration of the baseline and proposed building energy models based on the Design Development documents.
 - b. Analyze three energy efficiency measures relating to the building mechanical, electrical, or envelope systems as the design develops. These measures will be identified by the design team and the Owner.
 - c. Energy analysis results will be communicated to the team in a brief report or presentation. It is anticipated the design team will make decisions based on these results and incorporate the decisions into the final design.



3. Construction Documents:
 - a. Develop a final energy consumption model of the baseline and proposed buildings based on the 100% Construction Documents to determine probable LEED credits.
 - b. Complete required LEED online documentation and submittal information.
 - c. Respond to one credit audit from the GBCI related to credits pursued under the LEED Documentation section of this Proposal. Further correspondence or appeals will be considered additional services.

Assumptions related to Energy Modeling:

1. Modeling will be performed in compliance with ASHRAE 90.1 Appendix G guidelines as required by LEED.
2. An approved energy simulation software package (as required by LEED) will be used for energy consumption simulation.
3. Information pertaining to the systems that impact the building energy consumption that are not designed by IMEG (envelope characteristics, equipment loads, etc.) will be made available to IMEG prior to each energy model simulation.
4. IMEG cannot guarantee the actual performance of the building based on the design drawings, specifications, or the actual resource use based on conceptual consumption modeling. Actual building operation, annual climate conditions, and other factors are outside the control of IMEG, may not be uniformly implemented, and may be subject to change at any time. Energy modeling results are an expression of IMEG's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee.

COMMISSIONING SCOPE

We will comply with the scope requirements as identified in the Scope of Work. The following description of services confirms this intent and provides some additional information.

Systems To Be Commissioned

The design has not yet been developed. Based on our experience commissioning similar size and type of market type buildings, we have estimated the following commissioned systems, equipment, and quantities.

Equipment/System	Quantity	Sampling Strategy ¹
Office HVAC Systems	2	100%
Maintenance Bay Make-Up and Exhaust	1	100%
Storage and Maintenance Heating Systems	4	100%
General Building Exhaust	2	100%
Lighting and Controls		100%

¹ All equipment will be commissioned at 100% unless noted otherwise.



Verification of the commissioned equipment and systems consists of testing to confirm they perform the intended functions through various modes of operation. Tests are typically performed by overriding temperature, flow, pressures, or adjusting setpoints in the building control system (or at the local controls for standalone controlled equipment) to simulate conditions in the sequence of operations. The response of the system will be observed at the graphic workstation or in the field, and documented on test procedure forms.

We propose the following scope of work from design through occupancy phases:

Design Phase

Fundamental Commissioning Requirements

1. Review the Owner's Project Requirements (OPR), developed by the Owner:
 - a. Requirements for exterior enclosures are limited to inclusion in the OPR as well as review of the OPR. NIBS Guideline 3-2012 for Exterior Enclosures provides additional guidance.
2. Review the Basis of Design (BOD), developed by the design team, to measure against the performance requirements outlined in the OPR:
 - a. Requirements for exterior enclosures are limited to inclusion in the BOD as well as review of the BOD. NIBS Guideline 3-2012 for Exterior Enclosures provides additional guidance.
3. Coordinate and integrate commissioning requirements into the project specifications prepared by the project client and design engineers.
4. Develop and implement a Commissioning Plan:
 - a. IMEG will develop the Cx Plan with the Owner's and user's direct input based on their expectations. We will manage the process throughout design and construction, making updates to the Plan as required.
5. Review of the project design with respect to the Building Exterior Enclosure. NIBS Guideline 3-2012 for Exterior Enclosures provides additional guidance.
6. Conduct a review of the design documents against the OPR and BOD to verify that the program's goals are properly included in the design documents.
 - a. Conduct one independent review at the mid-design documents so that the project team has time to make any necessary changes.
 - b. Record the review comments in an issues log.
 - c. Provide one backcheck review at the construction document phase (approximately 95% complete).
 - d. Design review meetings are not included.



Construction Phase

Fundamental Commissioning Requirements

1. Plan and conduct one commissioning kickoff meeting and distribute minutes to the commissioning team.
 - a. Organize the commissioning process components and conduct one pre- (or early) construction meeting where commissioning process requirements are reviewed with the commissioning team.
2. Coordinate the commissioning work with the General Contractor and/or Construction Manager to ensure that commissioning activities are included in their master schedule. These activities will be communicated to all necessary parties.
3. Perform five site visits, as coordinated with the above-mentioned meetings, during construction to observe component and system installations. IMEG will issue a Field Observation Report (FO) after each site visit. Additional site observation activities coordinated with our activities on site will include:
 - a. Observe a representative portion of the contractor's equipment startup procedures and witness a random sampling of the startup and initial checkout performed by the contractors on major commissioned equipment.
 - b. Observe a representative portion of the checkout procedures performed by the Temperature Controls Contractor to ensure the system is ready for test and balance and Functional Testing to proceed.
4. Maintain a Commissioning Issues Log.
 - a. The Issues Log will be used to document and track deficiencies identified during the Cx process and will include issue status, responsible party, and issue resolution.
5. Develop project and equipment specific checklists based on the project documents, submittals, and lessons learned. These documents will be managed and completed by the contractors, and then accepted by the Commissioning Authority (CxA).
 - a. Statistically sample completion of construction checklists on a periodic basis to verify the contractor's progress.
6. Develop project and equipment specific Functional Performance Test (FPT) procedures based on the project documents, submittals, and lessons learned.
 - a. With necessary assistance and review from installing contractors, we will customize the test procedures and submit to the design and construction teams for review.
 - b. These documents will be executed by the vendors, subcontractors, and IMEG. IMEG will manage and document.
 - c. IMEG will defer acceptance of the related systems and equipment on the Owner's behalf until after successful completion of the FPTs.
7. Perform Functional Procedures during both the heating and cooling season; however, some overwriting of control values to simulate conditions may be used if appropriate.
 - a. Any additional needed retesting will be performed as an additional service to the Owner.
 - b. Identify all seasonal testing required and identify in the Action Items Log.



Occupancy and Operations Phase

Fundamental Commissioning Requirements

1. Schedule and verify any deferred seasonal testing by the contractor.
2. Develop a Final Commissioning Report. This final deliverable will encompass all commissioning project documentation.
3. Prepare and maintain a Current Facility Requirements (CFR) and Operations and Maintenance (O&M) plan that contains the information necessary to operate the building efficiently. This information is covered in the OPR, BOD, and functional test scripts, but more information may be taken from specific submittals or equipment Operations and Maintenance manuals.

Commissioning Assumptions

1. IMEG will complete the services indicated above, but will require the contractors to operate the systems and provide any required specialized equipment.
2. An independent testing and balancing contractor, retained by others, will be included in the project.
3. Real-time building performance and energy analysis associated with the MBCx plan will be performed by others, furnished by the Owner.
4. Site visits and meetings required above and beyond what is stated in this Proposal will be addressed with the client and will be considered additional services.
5. IMEG will be given remote viewing access to the building automation system during the testing phase. This allows IMEG to comprehensively evaluate longer term trending of systems performance.
6. IMEG is entitled to rely upon the completeness and accuracy of all information provided by the Owner/Design Team. IMEG shall not be held responsible in any way for errors or omissions contained in any drawings or specifications prepared by others or for errors or omissions by others in incorporating IMEG's recommendations into the project reports, drawings, or specifications.
7. The Architect will serve as the primary LEED consultant for this project, including coordinating, monitoring, tracking, and collecting the various bits of information and documentation needed for submittal to the United States Green Building Council (USGBC). IMEG will be responsible for uploading and managing information related to commissioning.
8. IMEG cannot guarantee LEED certification or the actual performance of the building based on commissioning, nor can it guarantee certain performance levels anticipated through the LEED certification process.

COMMISSIONING ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.



1. LEED v4 Enhanced Commissioning Credit Option 1: Path 2 - Enhanced and Monitoring Based Commissioning. Path 1 needs to be accepted and then the requirements for the additional one point can be achieved. This is often appropriate for projects that are energy intensive and will benefit from real-time data and the ability to track trends. The additional first costs may be offset by maintaining the proper energy usage over time.
2. LEED v4 Enhanced Commissioning Credit Option 2 - Envelope Commissioning. For an additional two points, this credit can be added, regardless if Option 1 (either path) is attempted.
3. Commissioning of systems and equipment (or quantities) not listed in the Proposal.
4. Field testing, adjusting, balancing, or field time to assist installation contractor. Initial startup is the responsibility of the various contractors and/or subcontractors.
5. Verifying accuracy or completeness of record documents.
6. Review contractor's training program to be presented to the Owner. Perform systems level overview training, which provides design intent and systems operations to the maintenance personnel.
7. Support the Owner with development of specific equipment maintenance activities. Coordinate activities within the Owner's Computerized Maintenance Management System (CMMS).

GENERAL ASSUMPTIONS

1. Exhibit A attached to this Proposal addresses the scope of service and responsibilities for 3D/Building Information Modeling (BIM).
2. Design, specifications, and drawings for building process systems, such as vehicle wash, paint booths, cranes or lifts, vehicle lifts, and vehicle fluid service systems will be provided by others, who will provide IMEG utility requirements similar to those described for Owner-supplied equipment as listed in Assumptions.
3. Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.
4. A complete list of Owner-furnished equipment will be provided to IMEG, along with utility connection locations, utility loads, heat dissipated to the space, disconnect requirement, start-stop controls, and other contractor coordination issues, prior to 25% completion of construction documents. Information on occupancy, loading, and associated personal/office equipment for each space will be provided to IMEG prior to completion of the Design Development phase.
5. Occupancy separations, fire assemblies, and fire/smoke separations will be determined by the Architect and provided to IMEG at, or prior to, completion of the Design Development phase.
6. Guardrails, ladders, stairs, platforms, or other components for supporting and accessing mechanical equipment will be designed and coordinated by others and will be part of the General Contractor's scope of work.



7. Identification, testing, and/or removal of hazardous materials will be by others.
8. Sanitary sewer, storm sewer, natural gas, domestic water service, and fire protection water service with adequate capacity will be available 5'-0" outside of the building.
9. Site utility design beyond 5'-0" of the building perimeter, including domestic water, fire water service, storm water, storm water detention, natural gas, and sanitary sewer shall be the responsibility of others.
10. Electric and telecommunications utility raceways for each service provider, and branch feeds outside the building (site lighting, CCTV, security, outbuildings, etc.) will be provided to the Civil Engineer for coordination with the overall site design.
11. For all security management systems, electrified door hardware will be designed and specified by the Architect.
12. An independent cost estimator will be engaged by the Owner or Architect. Opinions or comments made by IMEG related to the independent cost estimator's work shall not create or be interpreted as a warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the cost estimator's valuation.
13. IMEG cannot guarantee the actual performance of the building based on the design drawings, specifications, or the actual resource use based on conceptual consumption modeling. Actual building operation, annual climate conditions, and other factors are outside the control of IMEG, may not be uniformly implemented, and may be subject to change at any time. Energy modeling results are an expression of IMEG's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee.
14. The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required.
15. IT department shall provide IMEG with a list of network equipment to be installed within the Telecommunications closet.
16. In-Building Distributed Antenna Systems or facility radio design and/or consulting has not been included within this proposal.
17. Audio/Video presentation system design is not included within this proposal.

COMPENSATION

We propose to provide the services described above for a fixed fee as follows:

Mechanical and Electrical Engineering	\$45,180
Electrical Engineering	\$30,120
Technology Systems Design & CA	\$20,000
LEED® Design and Documentation	\$24,000
MEP Construction Admin	\$15,300
Energy Modelling	\$14,000
Fundamental Commissioning - Mechanical	\$13,500
Fundamental Commissioning - Electrical	\$4,500
<hr/>	
Total Fee	\$166,600



PROJECT EXPENSES

The following reimbursable expenses **are not** included in the above fee and will be invoiced with a 1.0 multiplier of actual cost:

1. Postage and delivery charges.
2. Travel expense: 57.5¢ per mile for auto (adjusted annually) and other out of pocket expenses.
3. Meals and lodging, when required to travel overnight.
4. Project specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions.
5. Payment of plan review fees or other imposed governmental agency fees.
6. Necessary consultants as approved by Client.

ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Audit or field takeoff of existing or new furniture, fixtures, and equipment (FF&E) and associated utilities.
2. Invasive field takeoff to determine existing conditions that are not readily accessible or visible.
3. Structural design of any kind.
8. Telecommunications design to include Paging, Audio/Video presentation, In-Building Distributed Antenna and Radio System consulting, and telephone and network systems.
4. Creation of a separate technology equipment package for delayed issuance, necessitating the issuance of a separate rough-in package.
5. Our security design services will implement the system as desired and directed by the Client. The determination of a security solution, through a security audit and/or threat analysis, is an additional service.
6. Acoustical evaluation, design, or analysis of any kind.
7. Lightning protection system evaluation and design.
8. Development of an arc flash hazard analysis or modifications to an existing arc flash analysis for the facility.
9. Life cycle cost analysis.
10. ASHRAE 90.1 Energy Standards confirmation or building modeling.
11. Assist in compliance with ASHRAE Standard 188-2015 Legionellosis: Risk Management for Building Water Systems.
12. Assistance with grants and other related funding applications.
13. Detailed fire protection drawings, fire pump design, and hydraulic calculations. Fire protection design does not include location or quantity of fire extinguishers/cabinets.



14. Revising equipment layout and connections, and floor plan modifications, after IMEG's construction drawings and specifications are complete.
15. Value engineering or negotiating construction cost/scope with contractors and related document revisions after documents are complete.
16. Field testing, adjusting, balancing, or field time to assist installation contractor. Initial startup is the responsibility of the various contractors and/or subcontractors.
17. Performing a confirmation site observation after the final job site observation (punch list) has been completed.

GENERAL

The attached Terms and Conditions dated April 10, 2020 and Exhibit A are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Engineering Services. We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via email to the address listed below or by signing this offer and returning it to our office.

Sincerely,

IMEG CORP.



Joel D. DeHaven, PE
Client Executive | Principal
joel.d.dehaven@imegcorp.com

JDD/bnm

\\files\Corporate\Teams\BPXHE03\Proposals_2020\Flagstaff Airport Snow Removal Building\20200505 ProAgr Flagstaff AP Snow Removal Facility - IMEG MEPT-CX.docx

APMI ARCHITECTURE

Accepted:

Signature

Title

Date



TERMS AND CONDITIONS

Standard of Care: Services provided by IMEG Corp. (hereinafter referred to as "the Engineer") under this Agreement will be performed in accordance with generally accepted professional practices in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar location.

Client Responsibilities: IMEG shall be entitled to rely on the accuracy of documentation presented to it by Client. In the event of updates or changes to any documentation provided to IMEG in furtherance of its services, the Client is responsible for advising IMEG personnel of such updates or changes in writing.

Additional Services: When additional services beyond the defined scope of work are requested, an amendment or change order will be prepared by the Engineer and approved by the Client prior to commencing work. Client's approval by email or payment of proposed additional services shall be deemed binding. Additional services shall be performed on a time and material basis or for a negotiated fee.

Compensation: Services provided by the Engineer on a time and material basis shall be performed in accordance with the Engineer's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

Performance: Engineer has multiple offices and has professional service agreements for additional engineering and production assistance. The Engineer may use any office or professional service in the completion of services required for the Project. Engineer shall perform work pursuant to an agreed-upon schedule and consistent with the orderly progress inherent in the Engineer's Standard of Care. Work performed in the States of New York or North Carolina may be performed by VPH Engineering Services, P.C. utilizing Engineer's processes and standards.

Billing/Payment: The Client agrees to pay the Engineer for all services performed and all costs incurred. Invoices for the Engineer's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify Engineer of any objections to the invoice within five working days of receipt and agrees to pursue, in good faith, all payments owed to Engineer for services rendered. Payment of any invoice indicates Client's acceptance of this Agreement, these Terms & Conditions, and satisfaction with Engineer's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, the Engineer may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of Client and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Client shall not be obligated to indemnify the Engineer and its directors, employee and agents for their own negligence or the negligence of others. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of Engineer and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Engineer shall not be obligated to indemnify the Client and its directors, employee and agents for their own negligence or the negligence of others. The other provisions of this Agreement notwithstanding, in the event of any claim within the purview of the indemnification provisions of this section, each indemnitee shall control its defense, and at the time of claim resolution each indemnitor shall provide reimbursement for any reasonable defense cost, recoverable by law, caused by any negligence or other fault by or attributable to each indemnitor as determined by a competent trier of fact. As such, the parties recognize and expressly acknowledge that the duty to defend is not applicable to this Agreement and wholly separate and distinct from the duty to indemnify and hold harmless as set forth in this section.

Insurance: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability, and Professional Liability. Certificates of insurance will be provided to the Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability shall be written or endorsed to include named additional insureds, primary/non-contributory coverage, and other coverages subject to all terms, exclusions and conditions of the policies and any limitations as to coverage amounts as agreed upon by the Parties.

Certifications, Guarantees and Warranties: The Engineer shall not be required to execute any document or make any promise that would result in the Engineer certifying, guaranteeing or warranting the existence of any conditions.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by the Engineer as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Dispute Resolution: Any claims or disputes between the Client and the Engineer arising out of the services to be provided by the Engineer or out of this Agreement shall be submitted to non-binding mediation. The Client and the Engineer agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State where the project is located govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Construction Means and Methods: The Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions. Neither Client nor Engineer shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client's or Engineer's directors, employees, agents, or consultants.

Construction Observation: When the Engineer does not explicitly provide construction observation services within its written scope of work, it is agreed that the professional services of the Engineer do not extend to or include the review or site observation of the contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the engineer and will hold harmless the Engineer for the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

Project Signs: Project signs displayed at the construction site shall include "IMEG Corp." as the Engineer. Articles for publication regarding this project shall acknowledge IMEG as the Civil, Structural, Mechanical, Electrical and/or Technology Engineer, as applicable.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund shall be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by contractors constructing Engineer-designed systems shall be submitted to the Engineer for review prior to being approved by contract holder. The Engineer will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to the Engineer at the discretion of the contractor, the Client, or the Owner without prior agreement and approval of the Engineer. Engineer shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership: All drawings, specifications, BIM and other work product of the Engineer developed for this Project are instruments of service owned by IMEG. IMEG shall provide Client with a license to use said instruments of service for purposes consistent with successful project completion, including extensions, if mutually agreed. Reuse of any instruments of service of the Engineer by the Client, or others acting for the Client, for any other use without the express written permission



of the Engineer shall be at the Client's risk. Client agrees to defend, indemnify and hold harmless the Engineer for all claims, damages and expenses, including reasonable attorney's fees, arising out of unauthorized use of IMEG's instruments of service.

Electronic Files: The Client hereby grants permission for the Engineer to use electronic background information produced by the Client in the completion of the project. The Client also grants permission to the Engineer to release Engineers' documents (including their backgrounds) electronically to Client, contractors, and vendors as required in the execution of the project.

Employment: For the duration of this contract, plus six (6) months from the date of final payment received, neither the Engineer nor Client, nor their respective agents, will offer employment or contact any person for such purposes who is or was employed by Engineer, Client or their agents for the period of performance of this contract.

Termination: The Client or Engineer may, after giving seven (7) days written notice, terminate this agreement and the Engineer shall be paid for services provided up to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination. Until said reimbursable expenses are paid, Engineer shall not provide any outstanding instruments of services or any other deliverable generated under this Agreement.

Survivability: In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

Limitation of Liability: It is agreed that the Maximum Aggregate Liability of Engineer arising out of or related to this Agreement and for all work performed on this project, whether based in contract or tort, in law or equity or for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, or expenses from any cause, including Client, Contractors, and Attorney fees, will be limited to the greater of the compensation actually paid to Engineer for all work performed under this Agreement or \$25,000. This limitation of liability has been agreed upon after Client and Engineer discussed the risks and rewards associated with the Project, as well as the provision of the services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and mutually agree, by way of a written Change Order or Amendment, to increase the amount of this liability limitation. As used in this section "Engineer" includes all of IMEG's agents, affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this section shall survive the expiration or termination of this Agreement.

Risk Allocation: IMEG's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon IMEG, other than for professional errors, omissions or negligence, will be limited to IMEG's general liability insurance coverage of \$1,000,000.

Hazardous Environmental Conditions: Unless expressly stated in writing, IMEG does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform IMEG of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, IMEG will notify the Client and, as appropriate, government officials of such conditions. IMEG may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. IMEG shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. IMEG shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.

Buried Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against IMEG and to defend, indemnify and hold IMEG harmless for any claim or liability for injury or loss arising from IMEG or other persons encountering utilities or other manmade objects that were not brought to IMEG's attention or which were not properly located on the plans furnished to IMEG. Client further agrees to compensate IMEG for any and all time, costs and expenses incurred by IMEG in defense of any such claim, in accordance with IMEG's then effective standard hourly fee schedule and expense reimbursement policy.

Boundary Conflict: Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. IMEG will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by IMEG for future resolution. If you choose resolution, IMEG will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

Force Majeure: Except as hereinafter provided, no delay or failure in performance by Client or IMEG shall constitute a default under this Agreement if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, IMEG promptly shall notify Client. Once the Force Majeure event ceases, IMEG shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, acts of terrorism, cyber-attacks, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy. Inability to pay or financial hardship, however, shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.

Other Terms and Conditions: The Terms and Conditions set forth in this Agreement shall not be superseded by any additional or alternate terms and conditions presented by the Client or any other Party whether contained in invoices or in any other form unless mutually executed, in writing, by Engineer and Client.

IMEG Equal Employment Opportunity / Rights Under Federal Labor Laws

1. The equal opportunity clause of 41 CFR § 60-1.4(a) is hereby incorporated by reference as if fully set forth herein.
2. The equal opportunity clause of 41 CFR § 60-741.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified individuals with disabilities.
3. The equal opportunity clause of 41 CFR § 60-300.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified protected veterans.
4. The employee notice clause of 29 CFR § 471, Appendix A to Subpart A is hereby incorporated by reference as if fully set forth herein.
5. Employer Reports on Employment of Protected Veterans (41 CFR § 61-300.10)
 - a. IMEG agrees to report at least annually, as required by the Secretary of Labor, on:
 - 1) The total number of employees in the workforce of IMEG, by job category and hiring location, and the total number of such employees, by job category and hiring location, who are protected veterans;



- 2) The total number of new employees hired by IMEG during the period covered by the report, and of such employees, the number who are protected veterans; and
 - 3) The maximum number and minimum number of employees of IMEG at each hiring location during the period covered by the report.
 - 4) The term "protected veteran" refers to a veteran who may be classified as a "disabled veteran," recently separated veteran, "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined in 41 CFR 61-300.2.
- b. The above items must be reported by completing the report entitled "Federal Contractor Veterans' Employment Report VETS-4212."
 - c. VETS-4212 Reports must be filed no later than September 30 of each year following a calendar year in which IMEG held a covered contract or subcontract.
 - d. The employment activity report required by paragraphs (a)(2) and (a)(3) of this clause must reflect total new hires and maximum and minimum number of employees during the 12-month period preceding the ending date that IMEG selects for the current employment report required by paragraph (a)(1) of this clause. IMEG may select an ending date:
 - 1) As of the end of any pay period during the period July 1 through August 31 of the year the report is due; or
 - 2) As of December 31, if IMEG has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1, Standard Form 100 (EEO-1 Report).
 - e. The number of veterans reported according to paragraph (a) above must be based on data known to IMEG when completing their VETS-4212 Reports. IMEG's knowledge of veterans status may be obtained in a variety of ways, including, in response to an invitation to applicants to self-identify in accordance with 41 CFR 60-300.42, voluntary self-disclosures by employees who are protected veterans, or actual knowledge of an employee's veteran status by IMEG. Nothing in this paragraph (e) relieves IMEG from liability for discrimination under 38 U.S.C. 4212.

Rev. 04/10/20



EXHIBIT A – BUILDING INFORMATION MODELING

For projects where IMEG will prepare and share a three-dimensional (3D) model of systems designed by IMEG, the following will apply:

1. The purpose of IMEG’s model (hereafter referred to as ‘the model’) is to produce specifications and two-dimensional (2D) contract documents, bulletins, ASIs, RFIs, etc. suitable for bidding and construction.
2. It is the general intent for the model to be developed to the following levels:
 - a. Schematic Design (SD): No modeling
 - b. Design Development (DD): Generalized assemblies and systems with approximate size, shape, location, and orientation
 - c. Construction Documents (CD): Assemblies and systems based on detailed engineering calculations with generally accurate size, shape, location and orientation
 - d. As-Builts: By contractor
3. The model is only inclusive of those systems and trades designed by IMEG. The model will not include Owner/vendor-provided and installed systems requiring coordination by the installing contractors. The model is intended for internal coordination among the design team. It is understood the model is not intended to be an exact and complete three-dimensional representation of how the contractor will route and locate utilities and equipment.
4. The model will facilitate coordinating spatial constraints in critical areas. However, the model is not intended to resolve all spatial collisions; collisions may exist in the model but are not an indication that the element cannot be installed.
5. The model is *not* intended for use in energy modeling, daylight analysis, rendering, computational fluid dynamics, design loads, pressures, quantity takeoff, estimating, construction scheduling, fabrication, erection, or to resolve *all* collisions. These services can be included as Additional Services. Modeling of existing conditions will be limited to the extent required to produce specifications and 2D contract documents.
6. Revit MEP 2020 will be used. Architectural models will be provided to IMEG in Revit Architecture 2020.
7. IMEG will update its model prior to major project milestones provided a model of the architectural systems is received in a timely manner prior to such milestones.
8. Model exchanges occurring between project milestones are for convenience only and may not reflect recent design changes and decisions.
9. Firms exchanging models will endeavor to note or similarly highlight changes in their model from the prior version provided to the team.
10. Other firms preparing models to be shared with and from IMEG will work with IMEG to create custom views/visibility settings suited to each firm’s needs for use throughout the project.
11. Reflected ceiling plans (RCPs) will be provided to IMEG by 50% DD for use in ceiling-mounted device and fixture design and layout. Final RCPs will be provided to IMEG by 50% CD.



12. For site design, AutoCAD files requiring only freezing of layers suitable for use as backgrounds will be provided to IMEG.
13. The contractor will be required to account for all items shown on the contract documents, regardless of whether and how they are included in the model.
14. The model may be provided to others, including contractors, with IMEG's prior written consent, with the understanding that the model is provided for their convenience and use at their own risk, with IMEG reserving all proprietary rights.
15. The contractor will be required to prepare coordination drawings or modeling showing their preferred routing and sequencing, and final coordination, among the trades.
16. Updates to the model during construction, including as-built modeling, will be prepared by the contractor.

ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Exchanging models in formats other than .RVT.
2. Customizing visibility of linked models for use in IMEG's model/construction documents.
3. Modeling and coordinating sprinkler heads with RCPs.
4. Revising ceiling-mounted devices and fixtures due to three or more changes in the reflected ceiling plans provided to IMEG prior to 50% CD.
5. Coordinating wall-mounted elements (plumbing fixtures, electrical switches and outlets, thermostats, etc.) with wall elevations.
6. Modeling smaller elements such as, but not limited to, mechanical piping 3/4" diameter and less, conduits, branch medical gas piping, ductwork flanges and insulation, piping insulation and valves, power and lighting controls, switches and starters, manufacturer specific geometries, housekeeping pads and curbs, loose lintels, bar joist bridging, support framing for ceiling-mounted equipment, and cold formed metal stud framing.

ELEMENTS NOT INCLUDED

Elements not modeled by IMEG include equipment insulation, hangers, supports, and anchors; non-geometric information such as loads and pressures; testing/balancing; through penetration firestopping; underfloor air distribution systems; systems outside the building's footprint; cabling and wiring; baseplates and anchor rods; reinforcing bars; and pockets in walls for beams.





May 4, 2020

Adam Siros
APMI
8300 N Hayden Rd Ste A209,
Scottsdale, AZ 85258

Re: Pulliam Airport Snow Removal Equipment Building

Adam:

Whitman, Requardt and Associates, LLP (WRA) is pleased to submit our proposal to provide maintenance and operations master planning in support of the above project.

1.0 Background

- 1.1** It is our understanding that the purpose of this effort is to prepare a final design for a new building to house snow removal equipment.
- 1.2** We further understand that the Airport has completed a previous master plan that includes some elements related to the location of the facility on the airport property.

We have prepared a shopping list of services that can be provided by WRA for your consideration. We understand there is limited budget and offer you the opportunity to determine which of our services you deem to be the most important.

2.0 Scope of Services

- 2.1** Task 1: Project Start-Up: WRA will attend a kick-off meeting. During the meeting WRA will review data, existing conditions and hold interviews with key staff.
- 2.2** Task 2: Program Development:
 - WRA will conduct on-site visits and interviews to develop a program for the facility. WRA efforts will focus on all operational areas within the facility and on the surrounding site. WRA will assist APMI in development of the programmatic requirements for offices and personnel spaces.
 - WRA will prepare a rolling stock analysis to develop storage requirements to include storage environment (interior, exterior, covered, etc.), quantity of spaces required, and size of spaces required.
 - WRA will prepare a space needs program in Microsoft Excel format to be incorporated in the final space program document prepared by APMI. The spreadsheet will define all interior and exterior operational areas and their square footage requirement.
- 2.3** Task 4: Site and Facility Concepts: WRA will assist APMI in developing conceptual plans for the facility and site.
- 2.4** Task 5: Specialty Equipment: WRA will prepare an equipment manual defining all specialty maintenance and storage equipment required to support this facility and its operation. The manual will include five sections.
 - Equipment list including new and existing equipment with the following information:
 - Item number and description
 - Quantity

- Cost per unit
- Size
- Structural impact
- Electrical Utility Requirements matrix
- Mechanical Utility Requirements matrix
- Equipment cutsheets
- Manufacturing/Engineering data

2.5 Task 6: Design Development:

- WRA will prepare draft specifications for specialty equipment as defined to be specified by WRA in the equipment manual.
- WRA will prepare an equipment layout drawing denoting the locations of all specialty equipment to be located within the facility. The equipment layout will be prepared on AutoCAD backgrounds provided by APMI.

2.6 Task 7: Construction Development:

- WRA will prepare final specifications for specialty equipment as defined to be specified by WRA in the equipment manual.
- WRA will prepare a final equipment layout drawing denoting the locations of all specialty equipment to be located within the facility. The equipment layout will be prepared on AutoCAD backgrounds provided by APMI.

2.7 Task 8: Bidding and Construction:

- Bidding
 - Review and respond to bidder's questions and requests for substitutions related to maintenance equipment specified by WRA
- Construction Administration
 - WRA will review shop drawings/submittals for equipment items specified by WRA.
 - WRA will respond to RFI's as necessary
 - WRA will conduct a final punch of specialty equipment.

3.0 Clarifications

4.1 WRA is providing no Architectural or Engineering services as part of this scope of work.

4.2 This scope includes three trips to Flagstaff: one for the project kick-off/ (2 days) one for programming (3 days) and one for the final punch (1 days)

4.3 WRA liability will be limited to the value of our compensation.

4.0 Compensation

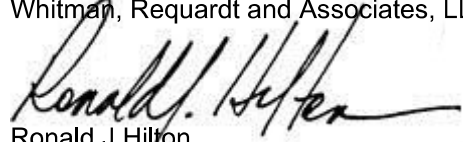
5.1 Proposed Compensation provided in table below. Projected direct expenses will be billed as incurred not to exceed the proposed amount.

LABOR					EXPENSES *			
Category		Hours	Rate	Cost	Qty.	Rate	Cost	
Task 1: Kick-Off								
<i>Hilton</i>	Maint/Ops Planner	16	200.00	3,200.00	Airfare	1 rt	1,200.00	1,200.00
<i>Seymore</i>	Equipment Specialist	0	140.00	0.00	Per Diem	2 days	200.00	400.00
	CAD	0	75.00	0.00	Car Rental	2 day	70.00	140.00
					Miscellaneous directs			200.00
subtotal				3,200.00	subtotal		1,940.00	
Task 2: Programming								
<i>Hilton</i>	Maint/Ops Planner	40	200.00	8,000.00	Airfare	1 rt	1,200.00	1,200.00
<i>Seymore</i>	Equipment Specialist	0	140.00	0.00	Per Diem	3 days	200.00	600.00
	CAD	0	40.00	0.00	Car Rental	3 day	70.00	210.00
					Miscellaneous directs			50.00
subtotal				8,000.00	subtotal		2,060.00	
Task 3: Conceptual Plans								
<i>Hilton</i>	Maint/Ops Planner	20	200.00	4,000.00	Airfare	0 rt	1,200.00	0.00
<i>Seymore</i>	Equipment Specialist	0	140.00	0.00	Per Diem	0 days	150.00	0.00
	CAD	0	75.00	0.00	Car Rental	0 day	70.00	0.00
					Miscellaneous directs			200.00
subtotal				4,000.00	subtotal		200.00	
Task 4: Specialty Equipment								
<i>Hilton</i>	Maint/Ops Planner	8	200.00	1,600.00	Airfare	0 rt	1,400.00	0.00
<i>Seymore</i>	Equipment Specialist	0	140.00	0.00	Per Diem	0 days	150.00	0.00
	CAD	40	75.00	3,000.00	Car Rental	0 day	70.00	0.00
					Miscellaneous directs			200.00
subtotal				4,600.00	subtotal		200.00	
Task 5: Design Development								
<i>Hilton</i>	Maint/Ops Planner	8	200.00	1,600.00	Airfare	0 rt	1,400.00	0.00
<i>Seymore</i>	Equipment Specialist	4	140.00	560.00	Per Diem	0 days	150.00	0.00
	CAD	40	75.00	3,000.00	Car Rental	0 day	70.00	0.00
					Miscellaneous directs			200.00
subtotal				5,160.00	subtotal		200.00	
Task 6: Construction Documents								
<i>Hilton</i>	Maint/Ops Planner	8	200.00	1,600.00	Airfare	0 rt	1,400.00	0.00
<i>Seymore</i>	Equipment Specialist	4	140.00	560.00	Per Diem	0 days	150.00	0.00
	CAD	40	75.00	3,000.00	Car Rental	0 day	70.00	0.00
					Miscellaneous directs			200.00
subtotal				5,160.00	subtotal		200.00	
Task 7: Bidding and Construction								
<i>Hilton</i>	Maint/Ops Planner	16	200.00	3,200.00	Airfare	1 rt	1,400.00	1,400.00
<i>Seymore</i>	Equipment Specialist	0	140.00	0.00	Per Diem	2 days	150.00	300.00
	CAD	40	75.00	3,000.00	Car Rental	2 day	70.00	140.00
					Miscellaneous directs			200.00
subtotal				6,200.00	subtotal		2,040.00	
grand total labor and expenses				\$43,160.00				

We look forward to providing our services to your office on this important planning project. If you have any questions or comments regarding our proposal, please contact us, at your convenience to discuss them.

Very truly yours,

Whitman, Requardt and Associates, LLP



Ronald J. Hilton
Senior Vice President

May 5, 2020

Adam Siros
APMI, Inc.
8300 N. Hayden Road
Scottsdale, AZ 852582481

**RE: Proposal for Geotechnical Investigation
Pulliam AP Snow Equipment Removal
Building
6200 S. Pulliam Drive
Flagstaff, AZ
Proposal No. 72887SF**

Dear Mr. Siros:

We are pleased to provide our cost estimate to conduct a soil investigation at the above referenced site that will satisfy site development and foundation design requirements. All work on this project will be carried out under the overall supervision of a registered Professional Engineer in the state of Arizona.

We understand that construction will consist of an approximately 30,000 square foot snow equipment storage building. Construction is assumed to be high bay metal framing utilizing slab-on-grade. Structural loads are expected to be light to moderate and no special considerations regarding settlement tolerances are known at this time. Adjacent areas will be landscaped or paved to support moderate passenger and light truck traffic. Landscaped areas will be utilized for storm water retention and disposal.

We will drill and sample sufficient test borings to adequately determine subsoil conditions and provide samples for laboratory testing. Sufficient laboratory tests will be conducted to properly classify the soils encountered and provide data for engineering design. We presently anticipate drilling 7 structural borings and 3 pavement borings to depths of 20 and 5 feet below existing ground surface, respectively, or refusal, whichever comes first. Drilling and laboratory services will be sub-contracted to ACS Services LLC. Access to the site by conventional truck-mounted drilling equipment is assumed to be free and unencumbered. It is assumed that all field work will take place during regular business hours, and that escorts will be provided for field work taking place within airport security areas.

We will analyze the data obtained from field and laboratory testing and prepare a report presenting all data obtained, together with our conclusions and recommendations regarding:


1. Design data, allowable bearing pressure and depth, for shallow spread footings.
2. Alternate foundation systems and design data, if indicated by soil conditions.
3. Settlement estimate for each foundation system considered.

4. Lateral pressures on temporary and permanent retaining and foundation walls.
5. Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed development.
6. Swell potential of in-situ and compacted soils and recommendations for control if highly expansive.
7. Pavement design to provide economy and adequate service.
8. Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.
9. Local excavation and trenching conditions and stability considerations.

Charges for our services have been determined on the basis of our standard Fee and Rate Schedule, a copy of which is attached and made a part hereof. We propose to provide the services set forth herein for a lump sum amount of **\$9,275.00**, which includes all testing, engineering and reimbursable expenses and 2 copies of the report. Should we be informed that additional copies of the report are needed after it has been finalized, there will be an additional charge of \$15.00 per report. Time from authorization to proceed to final report submittal at this time is on the order of 7 to 8 weeks following our receipt of this signed proposal (authorization to proceed). This time frame does not include delays due to inclement weather or delays in the field not caused by Speedie & Associates and subcontractors.

We appreciate the opportunity to submit this proposal for your consideration. If the terms set forth are satisfactory, please sign the attached copy, and return it for our records.

Respectfully submitted,
SPEEDIE & ASSOCIATES


Garrett J. Chott, E.I.T.

APPROVED AND ACCEPTED
For: APMI, Inc.

By: _____

Print Name: _____

Date: _____

ENGINEERING SERVICES
Northern Arizona 2018 Fee and Rate Schedule

Fees for services will be based upon the time worked on the project at the following rates:

Title	Rate Per Hour
Principal	\$ 150.00
Project Manager	110.00
Sr. Geologist/Engineer	110.00
Project Engineer/Geologist	100.00
Environmental Specialist	90.00
Special Inspector (Architectural)	85.00
Special Inspector (Structural/Geotechnical)	85.00
Staff Engineer/Geologist	85.00
Sr. Engineering Technician	75.00
Draftsman	65.00
Materials Testing Technician	55.00
Clerical/Administrative	50.00

REIMBURSABLE EXPENSES

Light Truck Mileage Rate: \$0.50 per mile

The following items are reimbursable to the extent of actual expenses plus 25%:

1. Transportation, lodging and subsistence for out of town travel
2. Special mailings and shipping charges
3. Special materials and equipment unique to the project
4. Duplication or reprinting/copying reports

TEST BORINGS AND FIELD INVESTIGATIONS

On projects requiring test borings, test pits, or other explorations, the services of reputable contractors to perform such work shall be obtained.

SUBCONTRACTORS/SUBCONSULTANTS CHARGES

Any charges for subcontractors/subconsultants are subject to a 25% handling fee if invoiced by Speedie & Associates or such charges can be directly paid by the CLIENT.

SPECIAL RATES

The following rates may be subject to a 35% increase:

- Overtime – time over 8 hours per weekday and on Saturday
- Sunday and Holidays
- Rush orders
- Night Shift

EXPERT WITNESS

Deposition and testimony; 4-hour minimum, \$250.00 per hour.

The following Terms and Conditions are included and hereto made a part of this agreement.

TERMS AND CONDITIONS

1. STANDARD OF CARE

In performing our professional engineering services, Speedie & Associates, Inc. (S&A) will use the degree of care and skill ordinarily exercised by members of our profession currently practicing in the same locality under similar conditions. No warranty, expressed or implied, is made or intended by our proposal for consulting services, our contract, oral or written reports, or services.

2. SCOPE OF SERVICES

2.1 "ON-CALL" SERVICES

Unless otherwise agreed by both parties in writing, all construction materials testing will be performed on an "on-call" basis. Both parties agree that test results for "on-call" testing, where the CLIENT does not request S&A's continuous construction and field observation, will be based only on the representative sample or limited location tested.

2.2 CONSTRUCTION/FIELD OBSERVATION OR REMEDIATION OBSERVATION

If the CLIENT desires more extensive or full-time project observation to help reduce the risk of problems arising during construction, the CLIENT shall request such services as "Additional Services" in accordance with the terms of this agreement. Should the CLIENT for any reason choose not to have S&A provide construction or field observation during the implementation of S&A's specifications or recommendations, or should the CLIENT unduly restrict S&A's assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against S&A, and indemnify, defend, and hold S&A harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans or specifications developed by S&A. CLIENT also shall compensate S&A for any time spent or expenses incurred by S&A in defense of any such claim. Such compensation shall be based upon S&A's prevailing fee and rate schedule.

3. OWNERSHIP OF DOCUMENTS

All reports, plans, specifications, field data, notes and other documents prepared by S&A shall remain the property of S&A. Any reuse of such documents for other purposes must be with the written consent of S&A.

4. SAFETY

While on a CLIENT'S jobsite, S&A's personnel have no authority to exercise any control over any construction contractor, any other entity, or their employees in connection with their work, health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the CLIENT'S agreement with the General Contractor. The CLIENT may be charged for additional work for interruption, downtime required, or safety measures required by hazardous job conditions.

5. INSURANCE

Upon request, S&A will furnish certificates of insurance for Workers Compensation, General and Auto insurance, and Professional Errors or Omissions insurance. S&A is not responsible for damage of any cause beyond the coverage of its insurance.

6. INDEMNIFICATION

6.1 ENVIRONMENTAL SERVICES

It is understood and agreed that should the CLIENT hire S&A in matters involving the actual or potential presence of hazardous substances, the CLIENT will indemnify S&A, and its employees and representatives, from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, its employees or representatives. S&A will indemnify the CLIENT from and against claims that are solely the result of negligent acts or omissions on the part of S&A, its employees or representatives.

6.2 NON-ENVIRONMENTAL SERVICES

Both parties agree that S&A's scope of services will not include asbestos, hazardous or toxic materials. Should it become known in any way that such materials may be present at the jobsite or adjacent area that may affect the performance of S&A's services, S&A may suspend its services without any liability until the CLIENT retains appropriate consultation to identify, abate, and/or remove the asbestos, hazardous or toxic materials and warrants that the jobsite is in compliance with applicable laws and regulations. The CLIENT will indemnify S&A and his employees and representatives from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, his employees and representatives. S&A shall indemnify the CLIENT from and against claims, which are solely the result of negligent acts or omissions on the part of S&A, its employees and representatives.

7. LIMITS OF LIABILITY

The CLIENT agrees that S&A shall not be liable for losses caused by or arising from any acts of the CLIENT, his employees or subcontractors. Should any of S&A's employees be found to have been negligent in the performance of professional services rendered, the CLIENT agrees that the maximum aggregate amount of S&A's liability shall be limited to \$50,000.00 or the amount of the fee paid to S&A for professional services, whichever amount is greater.

8. WAIVER OF LIMITATION OF PROFESSIONAL LIABILITY

In the event the CLIENT is unwilling or unable to limit liability in accordance with the paragraph above, then CLIENT shall agree to pay S&A a sum equivalent to an additional 20% of the total fee to be charged for the professional services. Said sum is to be called "Waiver of Limitation of Liability Charge." This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing the work up to the limit of proceeds available from S&A's professional insurance coverage.

9. SAMPLE DISPOSAL

9.1 NON-HAZARDOUS SAMPLES

Test samples are substantially altered during testing and are disposed of immediately upon completion of tests. Drilling samples are disposed of thirty (30) days after submission of our report. If requested in writing, samples can be held after thirty (30) days for an additional storage fee, or returned to the CLIENT.

9.2 HAZARDOUS SAMPLES

If toxic or hazardous substances are involved, S&A will return such samples to the CLIENT. Or using a manifest signed by the CLIENT, S&A will have such samples transported to a location selected by the CLIENT for final disposal. The CLIENT agrees to pay all costs for storage, transport and disposal of samples. The CLIENT recognizes and agrees that S&A is acting as a bailee and at no time assumes title to samples involving hazardous or toxic materials.

10. PAYMENT

Progress invoices will be submitted to the CLIENT monthly with a final billing at completion of services. Invoices are due and payable upon receipt. The CLIENT agrees to pay a finance charge of 1.5 % per month on all past due accounts over thirty (30) days. The CLIENT'S obligation to pay for all work contracted is in no way dependent upon the CLIENT'S ability to obtain financing, zoning approval, or the CLIENT'S successful completion of the project. S&A reserves the right to suspend work under its agreement if the CLIENT fails to pay invoices as due. The CLIENT agrees to pay all costs for collection of payment, including attorney's fees.

11. LITIGATION

In the event of litigation between parties to this agreement, if S&A is the prevailing party, S&A shall be entitled to recover all related costs, expenses, and reasonable attorney fees.



Flagstaff Airport Snow Removal Equipment Building Architectural Design Kimley-Horn Scope of Services

This scope of services is for Kimley-Horn's (or Consultant's) support of the architectural design of a new snow removal equipment (SRE) building at Flagstaff Pulliam Airport (FLG or Airport). Kimley-Horn is a sub consultant to APMI, Inc. (Prime Consultant) who is contracted by the City of Flagstaff (Client). Kimley-Horn's role on this project is to help inform APMI of the overall preliminary space requirements of the SRE building to support FLG's operations.

The SRE building will be a new building with both airside and landside access. The SRE building houses snow removal equipment in a climate-controlled environment. At FLG, airport staff are responsible for clearing the airfield, landside access roads, vehicle parking areas, and rental car "ready line." Therefore, the facility requires direct access to both the airside and landside. The building should be of sufficient size to accommodate forecasted growth in the 2018 Master Plan and the associated expanded facilities in the same plan. It is also understood that the SRE building may contain other airport support functions such as airport maintenance. Recommendations were made in the 2018 master plan to combine other uses with the SRE building. These uses are to be defined by the Client.

1. Project Management

This task is for Consultant's internal project management activities. Specific activities are, coordination with project team members, developing project invoices and project progress reports (as reasonably appropriate), updating project schedule for Consultant's tasks, monitoring and tracking Consultant's project and task budgets, and associated office expenses.

2. Meetings

The following meetings are provided in this scope of services. Any additional meetings will be billed for as Additional Services.

2.1. PROJECT TEAM COORDINATION MEETINGS

Consultant assumes that regular coordination meetings will be held for the duration of the project. These meetings are to be either teleconferences, Microsoft Teams, or some other form of virtual meeting and no travel is required. These meetings will be established, coordinated, and lead by the Prime Consultant. Consultant's participation will occur, as requested by the Prime Consultant, for the duration of Consultant's provided services. Consultant will participate in up to a total of 12 coordination meetings, one hour in duration. One member of the Consultant team will attend these meetings.

2.2. SITE VISIT/INTERVIEWS WITH AIRPORT OPERATIONS

This task is a one-day long site visit plus travel time to meet with airport management, airport operations, and airport maintenance staff. The purpose of this meeting is to understand the Client's intended uses of the new SRE building, equipment to be stored, and clarify areas the Client is responsible for clearing snow. Office space requirements to be contained within the new SRE building will also be discussed in the interviews. One member of the Consultant team will attend these meetings. The Prime Consultant will be responsible for arranging these meetings with the Client. Consultant will take notes for internal purposes only. Formal meeting minutes, if required, will be the responsibility of the Prime Consultant.

2.3. CONFIRM SPACE REQUIREMENTS

Once the space requirements are identified, a meeting will be held with the Client to review and refine the requirements. This meeting is to be held at the airport and be attended in person by the Consultant. The Client or Prime Consultant will be responsible for meeting room logistics, note taking and meeting minutes. This task incorporates travel time by the Consultant. One member of the Consultant team will attend these meetings.

3. Review Documentation

The Consultant will review the following documentation. These documents are to be provided to the Consultant by the Prime Consultant. The Consultant is entitled to rely on the completeness and accuracy of these documents.

- 2018 Airport Master Plan
- Current Airfield Certification Manual
- Snow and Ice Removal Plan
- Airport Capital Improvement Plan
- Snow Removal Equipment Replacement Plan(s)
- Snow Removal Equipment List
- Airport Maintenance Equipment List

4. Develop Space Requirement

Based upon the interviews conducted in Task 2.2 and information collected from the documents provided by the Prime Consultant listed in Task 3, a table, with supporting narrative, will be developed of the space requirements for the SRE building. These will be requirements for the equipment stowage and Client defined maintenance area and office space allocations. Space requirements will not be developed for building support functions such as mechanical rooms or electrical rooms. These are the responsibility of the Prime Consultant

Deliverable: Technical memorandum with a table defining the space requirements of the SRE building.

5. Additional Services

Additional services the Consultant can provide include but are not limited to the following:

- Title 14 Code of Federal Regulations Part 77 review of the SRE building
- Filing of FAA Form 7460-1 for the new SRE building
- Filing of FAA Form 7460-1 for temporary construction equipment associated with erecting the new SRE building

Schedule:

Consultant assumes that these tasks will be completed within three months of receipt from the Prime Consultant of a contract execution, notice to proceed, and receipt of documents specified in Section 3. The Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Client, Prime Consultant, third parties, or governmental agencies. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control.

Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the Prime Consultant, the Client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to the Prime Consultant or the Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

Compensation:

Kimley-Horn will perform the services in Tasks 1 - 4 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Prime Consultant; should the Prime Consultant request Kimley-Horn to advance any such project fees on the Prime Consultant's behalf, a separate invoice for such fees, with a ten percent (10%) markup, will be immediately issued to and paid by the Prime Consultant.

Task 1	Project Management	\$6,500
Task 2	Meetings	\$25,200
Task 3	Review Documentation	\$15,300
Task 4	Develop Space Requirements	\$20,000
Total Lump Sum Fee		\$67,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. The Prime Consultant will promptly invoice the Client for the Consultant's services and shall use reasonable and diligent efforts to collect payment from the Client. The Prime Consultant shall pay the Consultant within 25 days after receiving payment from Client. Regardless of whether the Client pays the Prime Consultant in full, the Prime Consultant shall pay the Consultant for all undisputed invoices within a reasonable time after the completion of the Consultant's services under this Agreement.

EXHIBIT B

CITY OF FLAGSTAFF STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.
2. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.
3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.
4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.
5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

6. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
7. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials, and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to City upon City's acceptance of the materials.
10. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

11. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
12. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.
14. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
15. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
16. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

17. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
18. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
19. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

20. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
21. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.
22. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.
23. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.
24. **OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

25. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
26. **CONTROL:** Contractor shall be responsible for the control of the work.
27. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
28. **SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
29. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
30. **ACCEPTANCE:** If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.
31. **WARRANTY:** Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This

one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

32. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.
33. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
34. **PUBLIC RECORDS:** This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.
35. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

36. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.
37. **INSURANCE:** Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.
38. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

39. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
40. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the parties.
41. **AMENDMENTS:** This Contract may be amended by written agreement of the parties.
42. **SEVERABILITY:** If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.
43. **NO WAIVER:** Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
44. **ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.
45. **BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

46. **SUBCONTRACTING:** Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
47. **NONDISCRIMINATION:** Contractor warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, pregnancy, religion, sex, sexual orientation, gender identity, genetic information, age, national origin, disability, veteran status, caregiving responsibilities, or familial status shall have equal access to employment opportunities. Contractor shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Pregnancy Discrimination Act of 1978, Americans with Disabilities Act of 2008 as amended, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Age Discrimination and Employment Act of 1967 as amended, Genetic Information Nondiscrimination Act of 2008. In addition, any Contractor shall also comply with City Code, Chapter 14-02, Civil Rights which prohibits discrimination based upon sexual orientation, or gender identity or expression.

- 48. DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.
- 49. IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter “Contractor Immigration Warranty”). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor’s Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

- 50. TERMINATION FOR DEFAULT:** Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.
- 51. CITY REMEDIES:** In the event of Contractor’s default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
- 52. CONTRACTOR REMEDIES:** In the event of City’s default, Contractor may pursue all remedies available at law, except as provided for herein.
- 53. SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- 54. TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

- 55. TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.
- 56. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
- 57. PAYMENT UPON TERMINATION:** Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
- 58. CANCELLATION FOR GRATUITIES:** The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.
- 59. CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

- 60. ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.
- 61. NOTICES:** All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent. Notice may be sent by email as a secondary form of notice.
- 62. THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
- 63. GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.
- 64. FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

65. ATTORNEYS' FEES: If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, professional fees and expenses.

EXHIBIT C
INSURANCE

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.
2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this Contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.
3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000

b. Umbrella Coverage \$2,000,000

c. Automobile Liability –
Any Automobile or Owned, Hired
and Non-owned Vehicles
Combined Single Limit Per Accident
for Bodily Injury & Property Damage \$1,000,000

d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000

e. Professional Liability \$2,000,000

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers.

Contractor shall be solely responsible for any self-insured retention amounts. City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

5. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:
 - a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor, and automobiles owned, leased, hired or borrowed by the Contractor.
 - b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.
 - c. Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Contractor's insurance and shall not contribute to it.
 - d. Each Insured. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
 - f. Waiver of Subrogation. The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Contractor for the City.
6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Buyer listed in the original Solicitation and shall reference the Contract Number:

Attention: Matthew Luhman
Contract No. 2020-54
Purchasing Section
City of Flagstaff,
211 W. Aspen Avenue
Flagstaff, Arizona 86001.

7. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City project/contract number and project description shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Contractor commences work.
9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.
10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

EXHIBIT D
GRANT PROVISIONS

(Found on following pages)



GRANT PROVISIONS

Sponsor: City of Flagstaff

Funding Agency: U.S. Department of
Transportation, Federal Aviation
Administration

Grant Project Title: Flagstaff Airport – Design Snow
Removal Equipment Building
(SREB)

AIP Grant Number: 3-04-0015-044

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FEDERAL CERTIFICATIONS

- A4 - Buy American Preference - Title 49 U.S.C., § 501101
- A11 - Suspension and Debarment Requirement For All Contracts Over \$25,000 – 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5
- A12 - Disadvantaged Business Enterprise Participation – 49 CFR part 26
- A18 – Lobbying and Influencing Federal Employees – 31 USC § 1352 Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J), 49 CFR part 20, Appendix A
- A26 - Trade Restriction Certification – 49 USC § 50104, 49 CFR part 30

A4 - CERTIFICATE OF BUY AMERICAN COMPLIANCE- MANUFACTURED PRODUCTS

PULLIAM AIRPORT
FLAGSTAFF, ARIZONA

DESIGN SNOW REMOVAL EQUIPMENT BUILDING

FAA AIP Project Number: 3-04-0015-44

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers

Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

NOTE: Failure to complete the blanks may be grounds for rejection of the bid.

**A11 - CERTIFICATION OF LOWER TIER CONTRACTORS
REGRAIDING DEBAREMENT**

**PULLIAM AIRPORT
FLAGSTAFF, ARIZONA**

DESIGN SNOW REMOVAL EQUIPMENT BUILDING

FAA AIP Project Number: 3-04-0015-44

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 Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

Date

Signature

Company Name

Title

NOTE: Failure to complete the blanks may be grounds for rejection of the bid.

A12 - ASSURANCE OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

**PULLIAM AIRPORT
FLAGSTAFF, ARIZONA**

DESIGN SNOW REMOVAL EQUIPMENT BUILDING

FAA AIP Project Number: 3-04-0015-44

To meet the mandated requirements of the United States Department of Transportation, 49 CFR Part 26, the assurance below shall be signed by the bidder and submitted with the bid.

BIDDER'S ASSURANCE OF COMPLIANCE WITH TITLE 49 CFR PART 26 RELATING TO DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment **within five days after bid opening**.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Flagstaff 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.

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 Department of Transportation-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 Owner deems appropriate, which may include, but is not limited to:

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

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from City of Flagstaff. The prime contractor agrees further to return

retainage payments to each subcontractor within seven (7) 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 City of Flagstaff. This clause applies to both DBE and non-DBE subcontractors.

The bidder hereby gives assurance pursuant to the requirements of Title 49 CFR Part 26 that bidder has made a reasonable effort to meet the goals for Disadvantaged Business Enterprise participation specified for the contract for which this proposal is submitted and that bidder, if the contract is awarded to bidder, will have a **DBE participation of [redacted] percent** of the amount of this bid. Bidder further gives assurance that bidder has submitted the documentation required by said Regulations and the contract specifications, including the Listing of Disadvantaged Business Enterprises with which the bidder will subcontract if the contract is awarded and if bidder is unable to meet the contract goals for DBE participation, and the steps bidder has taken to obtain DBE participation.

The Overall Current DBE Goal is 8.05%

Race Conscious 0% / Race Neutral 8.05%

Date

Signature

Company Name

Title

NOTE: Bidder shall insert the percentage for DBE participation even if the percentage is less than the contract goal. A bid that fails to meet these requirements may be considered grounds for rejecting the bid.

A18 – LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

PULLIAM AIRPORT
FLAGSTAFF, ARIZONA

DESIGN SNOW REMOVAL EQUIPMENT BUILDING

FAA AIP Project Number: 3-04-0015-44

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

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

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

Date

Signature

Company Name

Title

NOTE: Failure to complete the blanks may be grounds for rejection of the bid.

**A26 - TRADE RESTRICTION CERTIFICATE TO BE INCLUDED IN
ALL SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS**

**PULLIAM AIRPORT
FLAGSTAFF, ARIZONA**

DESIGN SNOW REMOVAL EQUIPMENT BUILDING

FAA AIP Project Number: 3-04-0015-44

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

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC 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 USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification

of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

Date

Signature

Company Name

Title

NOTE: Failure to complete the blanks may be grounds for rejection of the bid.

APPENDIX A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

A1.1 SOURCE

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

A1.2 APPLICABILITY

2 CFR § 200.333 requires a sponsor to retain records pertinent to a Federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor's contracts and subcontracts of AIP funded projects.

Contract Types – The sponsor must include this provision in all contracts and subcontracts of AIP funded projects.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA with meeting the intent of this requirement. If the sponsor prefers to use different language, the sponsor's language must fully satisfy the requirements of §§ 200.333 and 200.336.

A1.3 CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

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

A2 AFFIRMATIVE ACTION REQUIREMENT

A2.1 SOURCE

41 CFR part 60-4

Executive Order 11246

A2.2 APPLICABILITY

Minority Participation. Sponsors are required to set goals for minority participation in AIP funded projects exceeding \$10,000. The goals for minority participation derive from 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 online document, "[Participation Goals for Minorities and Females](#)". EAs and SMSAs span state boundaries. A sponsor may have to refer to entries for adjacent states in order to locate the goal for the project location.

Female Participation. Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

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 a manufacturer's plant (e.g. firefighting and snow removal vehicles).

Professional Services – The sponsor must incorporate this notice in any professional service agreement if the professional services agreement includes tasks that meet the definition of construction work [as defined by the U.S. Department of Labor (DOL)] and exceeds \$10,000. Examples include installation of monitoring systems (e.g. noise, environmental, etc.).

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.

Use of Provision – MANDATORY TEXT. The sponsor must:

- (a) Incorporate the text of this provision in its solicitations without modification.
- (b) Incorporate the applicable minority participation goal and the covered area by geographic name.
- (c) Not simply insert a reference to the 1980 Federal Register Notice.

A2.3 SOLICITATION 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: **[sponsor must insert established goal]** Overall Goal 8.05%
- 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 **[sponsor must insert state, county, and city]**. Arizona, Coconino County, and City of Flagstaff.

A3 BREACH OF CONTRACT TERMS

A3.1 SOURCE

2 CFR § 200 Appendix II(A)

A3.2 APPLICABILITY

This provision requires sponsors to incorporate administrative, contractual or legal remedies if contractor violate or breach contract terms. The sponsor must also include appropriate sanctions and penalties.

Contract Types – This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is now equal to \$150,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA as meeting the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of part 200. Select either “contractor” or “consultant” as applicable.

A3.3 CONTRACT CLAUSE

BREACH OF CONTRACT TERMS

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

Owner will provide [Contractor | Consultant] written notice that describes the nature of the breach and corrective actions the [Contractor | 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 [Contractor | Consultant] must correct the breach. Owner may proceed with termination of the contract if the [Contractor | Consultant] fails to correct the breach by the deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

A4.1 SOURCE

Title 49 USC § 50101

A4.2 APPLICABILITY

The Buy American Preference requirement in 49 USC § 50101 requires that all steel and manufactured goods used on AIP projects be produced in the United States. The statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

- 1) Applying the provision is not in the public interest;
- 2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
- 3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
- 4) Applying this provision would increase the cost of the overall project by more than 25 percent.

Timing of Waiver Requests. Sponsors desiring a Type 1 or Type 2 waiver must submit their waiver requests *before* issuing a solicitation for bids or a request for proposal for a project.

The sponsor must submit Type 3 or Type 4 waiver requests *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist. The FAA cannot review waiver requests with incomplete information. Sponsors must assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action.

Buy American Conformance List. The FAA Office of Airports maintains a listing of equipment that has received a nationwide waiver from the Buy American Preference requirements or that fully meet the Buy American requirements. The Nationwide Buy American Waiver List is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the Buy American Conformance list do not require additional submittal of domestic content information under a project specific Buy American Preference waiver.

Facility Waiver Requests. For construction of a facility, the sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

Contract Types –

Construction and Equipment – The sponsor must meet the Buy American Preference requirements of 49 USC § 50101 for all AIP funded projects that require steel or manufactured

goods. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

Professional Services – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

Property – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully comply with 49 USC § 50101.

There are two types of Buy American certifications. The sponsor must incorporate the appropriate “Certificate of Buy America Compliance” in the solicitation:

- Projects for a facility (buildings such as terminals, snow removal equipment (SRE) buildings, aircraft rescue and firefighting (ARFF) buildings, etc.) – Insert the Certificate of Compliance Based on Total Facility.
- Projects for non-facility development (non-building construction projects such as runway or roadway construction or equipment acquisition projects) – Insert the Certificate of Compliance Based on Equipment and Materials Used on the Project.

A4.3 SOLICITATION CLAUSE

A4.3.1 Buy American Preference Statement

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 Federal Aviation Administration 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.

A4.3.2 Certificate of Buy American Compliance – Total Facility

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - To faithfully comply with providing U.S. domestic products.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

A4.3.3 Certificate of Buy American Compliance – Manufactured Product

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing U.S. domestic product.
 3. To furnish U.S. domestic product for any waiver request that the FAA rejects
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

A5 CIVIL RIGHTS - GENERAL

A5.1 SOURCE

49 USC § 47123

A5.2 APPLICABILITY

There are two separate civil rights provisions that apply to projects:

1. FAA General Civil Rights Provision and,
2. Title VI provisions, which are addressed in Appendix A6.

Contract Types – The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all sponsor contracts *regardless* of funding source.

Use of Provision – MANDATORY TEXT. There are two separate general civil rights provisions —one that is used for contracts, and one that is used for lease agreements or transfer agreements. The sponsor must incorporate the text of the appropriate provision without modification into the contract, or the lease or transfer agreement.

A5.3 CONTRACT CLAUSE (Use the Correct Clause for the Situation)

A5.3.1 Clause that is used for Contracts

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 subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A5.3.2 Clause that is used for Lease Agreements or Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

The (tenant/concessionaire/lessee) 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. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1 SOURCE

49 USC § 47123

FAA Order 1400.11

A6.2 APPLICABILITY

Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. Department of Transportation [Order DOT 1050.2](#), Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. These assurances require that the Recipient (the sponsor) insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

The clauses are as follows:

A6.2.1 Applicability of Title VI Solicitation Notice

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Title VI Solicitation Notice – <ul style="list-style-type: none">Assurance 2 of the DOT Standard Title VI Assurances and Nondiscrimination ClausesAssurance 30d of the Airport Sponsor Assurances	<ol style="list-style-type: none">All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; andAll sponsor proposals for negotiated agreements regardless of funding source.	A6.3.1
Title VI Clauses for Compliance with Nondiscrimination Requirements <ul style="list-style-type: none">Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination ClausesAssurance 30e.1 of the Airport Sponsor Assurances	Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities) It has been determined that service contracts with utility companies that are not already subject to nondiscrimination requirements must include this clause.	A6.4.1

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
<p>Title VI Required Clause for Property Interests Transferred from the United States</p> <ul style="list-style-type: none"> Assurance 4 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses Assurance 30e.3 of the Airport Sponsor Assurances 	<p>As a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.</p> <p>This is a rare occurrence and it will be the responsibility of the United States government to include the clause in the contract.</p>	A6.4.2
<p>Title VI Required Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program –</p> <ul style="list-style-type: none"> Assurance 5 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses Assurance 30e.4a of the Airport Sponsor Assurances 	<p>As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under Airport Improvement Program</p> <p>This applies to agreements such as leases where a physical portion of the airport is transferred for use, for example a fuel farm, apron space, or a parking facility.</p>	A6.4.3
<p>Clause for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program</p> <ul style="list-style-type: none"> Assurance 6 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses Assurance 30e.4b of the Airport Sponsor Assurances 	<p>In any future (deeds, leases, licenses, permits, or similar instruments) entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under Airport Improvement Program</p> <p>This applies to agreements such as leases of concession space in a terminal.</p>	A6.4.4
<p>Title VI List of Pertinent Nondiscrimination Acts and Authorities</p> <ul style="list-style-type: none"> Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses Assurance 30e.2 of the Airport Sponsor Assurances 	<p>Insert this list in every contract or agreement, unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities.</p> <p>This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.</p>	A6.4.5

A6.3 SOLICITATION CLAUSE

The sponsor must include this clause in:

- 1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and
- 2) All sponsor proposals for negotiated agreements **regardless of funding source.**

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

The sponsor must include this contract clause in:

- 1) Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and
- 2) Service contracts with utility companies that are not already subject to nondiscrimination requirements.

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, 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.

A6.4.2 Title VI Clauses for Deeds Transferring United States Property

This is a rare occurrence, and it will be the responsibility of the United States government to include the clause in the contract. It will be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

This applies to agreements such as leases where a physical portion of the airport is transferred for use—for example a fuel farm, apron space, or a parking facility—and will be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under the Airport Improvement Program.

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease,

license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

This applies to agreements such as leases of concession space in a terminal and any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under the Airport Improvement Program.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Insert this list in every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 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 USC 1681 et seq).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

A7.1 SOURCE

2 CFR § 200, Appendix II(G)

A7.2 APPLICABILITY

Contract Types – This provision is required for all contracts and lower tier contracts that exceed \$150,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR §200.

A7.3 CONTRACT CLAUSE

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A8.1 SOURCE

2 CFR § 200, Appendix II(E)

A8.2 APPLICABILITY

Contract Workhours and Safety Standards Act Requirements (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements

Contract Types –

Construction – This provision applies to all contracts and lower tier contracts that exceed \$100,000, and employ laborers, mechanics, watchmen, and guards.

Equipment – This provision applies to any equipment project exceeding \$100,000 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. ARFF and SRE vehicles).

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.

Property – While most land transactions do not involve employment of laborers, mechanics, watchmen, and guards, under certain circumstances, a property acquisition project could require such employment. Examples include the installation of property fencing or testing for environmental contamination

Use of Provision – MANDATORY TEXT. Sponsors must incorporate this text without modification.

A8.3 CONTRACT CLAUSE

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

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

A9.1 SOURCE

2 CFR § 200, Appendix II(D)

29 CFR Parts 3 and 5

A9.2 APPLICABILITY and PURPOSE

The Copeland (Anti-Kickback) Act (18 USC 874 and 40 USC 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.

Contract Types –

Construction – This provision applies to all construction contracts and subcontracts financed under the AIP that exceed \$2,000.

Equipment – This provision applies to all equipment installation projects (e.g. electrical vault improvements) financed under the AIP that exceed \$2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g. SRE and ARFF vehicles).

Professional Services –The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) include 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 PSA must incorporate the Copeland Anti-kickback provision.

Property –Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the Copeland Anti-Kickback provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

Use of Provision – MANDATORY TEXT. 29 CFR Part 5 establishes specific language a sponsor must use in construction contracts. The sponsor may not make any modification to the standard language. Architectural/Engineering (A/E) firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “contractor” for “consultant” in such instances.

A9.3 CONTRACT CLAUSE

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 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

A10.1 SOURCE

2 CFR § 200, Appendix II(D)

29 CFR Part 5

A10.2 APPLICABILITY

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.

Contract Types –

Construction – Incorporate into all construction contracts and subcontracts that exceed \$2,000 and include funding from the AIP.

Equipment – This provision applies to all equipment installation projects (e.g. electrical vault improvements) financed under the AIP that exceed \$ 2, 000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g. SRE and ARFF vehicles)

Professional Services – The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) 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 PSA must incorporate this clause.

Property – Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

Fencing Projects – Fencing projects that exceed \$2,000 must include this provision.

Use of Provision – MANDATORY TEXT. 29 CFR part 5 establishes specific language a sponsor must use. The sponsor may not make any modification to the standard language. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

A10.3 CONTRACT CLAUSE

DAVIS-BACON REQUIREMENTS

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;
- (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, DC 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 that 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 that 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 www.dol.gov/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) 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) 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) 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 that 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 USC 1001.

A11 DEBARMENT AND SUSPENSION

A11.1 SOURCE

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

A11.2 APPLICABILITY

The sponsor must verify that the firm or individual that it is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects. The sponsor accomplishes this by:

- 1) Checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred, or excluded;
- 2) Collecting a certification from the firm or individual that it is not suspended, debarred, or excluded; and
- 3) Incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

Contract Types – This requirement applies to *covered transactions*, which are defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions, as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 2 CFR part 180. For professional service agreements, sponsor may substitute bidder/offeror with consultant.

A11.3 SOLICITATION CLAUSE

A11.3.1 Bidder or Offeror Certification

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.

A11.3.2 Lower Tier Contract Certification

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 Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.1 SOURCE

49 CFR part 26

A12.2 APPLICABILITY

A sponsor that anticipates awarding \$250,000 or more in AIP funded prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§ 26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project (§ 26.45).

Contract Types – Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

- 1) Clause in all solicitations for proposals for which a contract goal has been established,
- 2) Clause in each prime contract, and
- 3) Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

Use of Provision –

1. *Solicitations with a DBE Project Goal* – No mandatory language provided. 49 CFR §26.53 requires a sponsor's solicitation to address what a contractor must submit on proposed DBE participation. The language of A12.3.1 is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully satisfy these requirements. The sponsor may require the contractor's submittal on proposed DBE participation either at bid opening as a matter of responsiveness or within five days of bid opening as a matter of responsibility.
2. *Solicitations Relying on Race-gender Neutral Means* – No mandatory language provided. The language of A12.3.2 is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully satisfy requirements for a sponsor that is not applying a project specific contract goal but is covered by a DBE program on file with the FAA.
3. *Contracts Covered by DBE Program* – **MANDATORY TEXT PROVIDED.** Sponsors must incorporate this language if they have a DBE program on file with the FAA. This includes projects where DBE participation is obtained through race-gender neutral means (i.e. no project goal). Sections §26.13 and §26.29 establish mandatory language for contractor assurance and prompt payment. The sponsor must not modify the language.
4. Sponsors that are not required to have a DBE program on file with the FAA are not required to include DBE provisions and clauses.

A12.3 REQUIRED PROVISIONS

A12.3.1 Solicitation Language (Solicitations that include a Project Goal)

Information Submitted as a matter of bidder responsiveness:

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

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

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:

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

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

A12.3.2 Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the [Insert Name of 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.

A12.3.3 Prime Contracts (Projects Covered by a DBE Program)

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 Department of Transportation-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 Owner deems appropriate, which may include, but is not limited to:

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

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING

A13.1 SOURCE

Executive Order 13513

DOT Order 3902.10

A13.2 APPLICABILITY

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 subgrant.

Contract Types – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR §200.67 (currently set at \$3,500).

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully satisfy these requirements.

A13.3 CONTRACT CLAUSE

TEXTING WHEN DRIVING

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

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

A14 ENERGY CONSERVATION REQUIREMENTS

A14.1 SOURCE

2 CFR § 200, Appendix II(H)

A14.2 APPLICABILITY

The Energy Conservation Requirements of 2 CFR § 200 Appendix II(H) requires this provision on energy efficiency.

Contract Types – The sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully satisfy these requirements. Sponsor may substitute “Contractor and subcontractor” with “Consultant and sub-consultant” for professional service agreements.

A14.3 CONTRACT CLAUSE

ENERGY CONSERVATION REQUIREMENTS

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 USC 6201*et seq*).

A15 DRUG FREE WORKPLACE REQUIREMENTS

A15.1 SOURCE

49 CFR part 32

Drug-Free Workplace Act of 1988 (41 U.S.C. 701 *et seq.*, as amended)

A15.2 APPLICABILITY

The Drug-Free Workplace Act of 1988 requires some Federal contractors and *all* Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does **not** apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

Contract Types – This provision applies to all AIP funded projects, but not to the contracts between the grantee (the sponsor) and a contractor, subcontractors, suppliers, or subgrantees.

Use of Provision – No mandatory or recommended text provided because the requirements do not extend beyond the sponsor level.

A15.3 CONTRACT CLAUSE

None.

A16 EQUAL EMPLOYEMENT OPPORTUNITY (EEO)

A16.1 SOURCE

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

A16.2 APPLICABILITY

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.

Use of Provision – MANDATORY TEXT. 41 CFR § 60-1.4 provides the mandatory ***contract*** language. 41 CFR § 60-4.3 provides the mandatory ***specification*** language. The sponsor must incorporate these clauses without modification.

A16.3 MANDATORY CONTRACT CLAUSE

A16.3.1 EEO 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 it 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.

A16.3.2 EEO Specification

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 part 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 as 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 part 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).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.1 SOURCE

29 USC § 201, et seq

A17.2 APPLICABILITY

The U.S. Department of Labor (DOL) Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping, and child labor standards.

Contract Types – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce; producing goods for interstate commerce; or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person are covered by the FLSA.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA.

Professional Services – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the sponsor's agreement with a professional services firm must include the FLSA provision.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 29 USC § 201. The sponsor must select *contractor* or *consultant*, as appropriate for the contract.

A17.3 SOLICITATION CLAUSE

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

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A18.1 SOURCE

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

A18.2 APPLICABILITY

Consultants and contractors that apply or bid for an award of \$100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Contract Types – The sponsor must incorporate this provision into all contracts exceeding \$100,000.

Use of Provision – MANDATORY TEXT. Appendix A to 49 CFR Part 20 prescribes language the sponsor must use. The sponsor must incorporate this provision without modification.

A18.3 CONTRACT CLAUSE

CERTIFICATION REGARDING LOBBYING

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

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

grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

A19 PROHIBITION of SEGREGATED FACILITIES

A19.1 SOURCE

41 CFR § 60

A19.2 APPLICABILITY

The contractor must comply with the requirements of the EEO clause by ensuring that facilities they provide for employees are free of segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. This clause must be included in all contracts that include the equal opportunity clause, regardless of the amount of the contract.

Contract Types – AIP sponsors must incorporate the Prohibition of Segregated Facilities clause in any contract containing the Equal Employment Opportunity clause of 41 CFR §60.1. This obligation flows down to subcontract and sub-tier purchase orders containing the Equal Employment Opportunity clause.

Construction – 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 – On site installation of equipment such as airfield lighting control equipment meets the definition of construction and thus this provision would apply. This provision does not apply to equipment projects involving manufacture of the item at a vendor’s manufacturing plant. An example would be the manufacture of a SRE or ARFF vehicle.

Professional Services – Professional services that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include the installation of noise monitoring equipment.

Property/Land – Land acquisition contracts that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include demolition of structures or installation of boundary fencing.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 41 CFR § 60.

A19.3 CONTRACT CLAUSE

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

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

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.1 SOURCE

29 CFR part 1910

A20.2 APPLICABILITY

Contract Types – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The U.S. Department of Labor Occupational Safety and Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 20 CFR part 1910.

A20.3 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 PROCUREMENT OF RECOVERED MATERIALS

A21.1 SOURCE

2 CFR § 200.322

40 CFR part 247

Solid Waste Disposal Act

A21.2 APPLICABILITY

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 Environmental Protection Agency (EPA) guidelines codified at 40 CFR part 247. When acquiring items designated in the guidelines, the sponsor must procure items 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 designated in subpart B of 40 CFR part 247 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.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 2 CFR § 200.

A21.3 CONTRACT CLAUSE

PROCUREMENT OF RECOVERED MATERIALS

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 products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) 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/smm/comprehensive-procurement-guidelines-construction-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.

A22 RIGHT TO INVENTIONS

A22.1 SOURCE

2 CFR § 200, Appendix II(F)

37 CFR §401

A22.2 APPLICABILITY

Contract Types – This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that include 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*.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

A22.3 CONTRACT CLAUSE

RIGHTS TO INVENTIONS

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

A23 SEISMIC SAFETY

A23.1 SOURCE

49 CFR part 41

A23.2 APPLICABILITY

Contract Types – 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– Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

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

Equipment – Sponsor must include the construction provision if the project involves construction or structural addition to a building such as an electrical vault project to accommodate or install equipment.

Land – This provision will not typically apply to a property/land project.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 49 CFR part 41.

A23.3 CONTRACT CLAUSE

A23.3.1 Professional Service Agreements for Design

SEISMIC SAFETY

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

A23.3.2 Construction Contracts

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction

Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

A24.1 SOURCE

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

A24.2 APPLICABILITY

The sponsor must ensure that no funding goes to any contractor who:

- Has been convicted of a Federal felony within the last 24 months; or
- Has any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

Contract Types – This provision applies to all contracts funded in whole or part with AIP.

Use of Provision – The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of DOT Order 4200.6.

A24.3 CONTRACT CLAUSE

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

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

A25 TERMINATION OF CONTRACT

A25.1 SOURCE

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

A25.2 APPLICABILITY

Contract Types – All contracts and subcontracts in excess of \$10,000 must address *termination for cause* and *termination for convenience* by the sponsor. The provision must address the manner (i.e. notice, opportunity to cure, and effective date) by which the sponsor’s contract will be affected and the basis for settlement (i.e. incurred expenses, completed work, profit, etc.).

Use of Provision –

Termination for Default – **MANDATORY TEXT.** Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for Termination for Default under a construction contract. The sponsor must not make any changes to this standard language.

Termination for Convenience – No mandatory text provided. The sponsor must include a clause for termination for convenience. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

Equipment, Professional Services, and Property – No mandatory text provided. The sponsor may use their established clause language provided that it adequately addresses the intent of Appendix II(B) to Part 200, which addresses termination for fault and for convenience.

A25.3 CONTRACT CLAUSE

A25.3.1 Termination for Convenience

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.

5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

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

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

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

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

A25.3.2 Termination for Default

TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

TERMINATION FOR DEFAULT (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to- Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

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

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

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

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions

necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

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

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

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

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

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

- b) **Termination by Consultant:** The Consultant may terminate this Agreement 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.

A26 TRADE RESTRICTION CERTIFICATION

A26.1 SOURCE

49 USC § 50104

49 CFR part 30

A26.2 APPLICABILITY

Unless waived by the Secretary of Transportation, sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).

Contract Types – The trade restriction certification and clause applies to all AIP funded projects.

Use of Provision – MANDATORY TEXT. 49 CFR part 30 prescribes the language for this model clause. The sponsor must include this certification language in all contracts and subcontracts without modification.

A26.3 SOLICITATION CLAUSE

TRADE RESTRICTION CERTIFICATION

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

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC 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 USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

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

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

A27 VETERAN'S PREFERENCE

A27.1 SOURCE

49 USC § 47112(c)

A27.2 APPLICABILITY

Contract Types – 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.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 49 USC § 47112.

A27.3 CONTRACT CLAUSE

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A4 - CERTIFICATE OF BUY AMERICAN COMPLIANCE- MANUFACTURED PRODUCTS

PULLIAM AIRPORT
FLAGSTAFF, ARIZONA

DESIGN SNOW REMOVAL EQUIPMENT BUILDING

FAA AIP Project Number: 3-04-0015-44 specifying

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States;
 - Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic product.
- To furnish U.S. domestic product for any waiver request that the FAA rejects
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers

Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

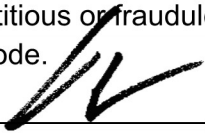
- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

May 22nd, 2020

APMI, Inc.

Company Name



Principal

Title

NOTE: Failure to complete the blanks may be grounds for rejection of the bid.

A12 - ASSURANCE OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

**PULLIAM AIRPORT
FLAGSTAFF, ARIZONA**

DESIGN SNOW REMOVAL EQUIPMENT BUILDING

FAA AIP Project Number: 3-04-0015-44

To meet the mandated requirements of the United States Department of Transportation, 49 CFR Part 26, the assurance below shall be signed by the bidder and submitted with the bid.

BIDDER'S ASSURANCE OF COMPLIANCE WITH TITLE 49 CFR PART 26 RELATING TO DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment **within five days after bid opening**.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Flagstaff 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.

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 Department of Transportation-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 Owner deems appropriate, which may include, but is not limited to:

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

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from City of Flagstaff. The prime contractor agrees further to return

retainage payments to each subcontractor within seven (7) 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 City of Flagstaff. This clause applies to both DBE and non-DBE subcontractors.

The bidder hereby gives assurance pursuant to the requirements of Title 49 CFR Part 26 that bidder has made a reasonable effort to meet the goals for Disadvantaged Business Enterprise participation specified for the contract for which this proposal is submitted and that bidder, if the contract is awarded to bidder, will have a **DBE participation of 3.2 percent** of the amount of this bid. Bidder further gives assurance that bidder has submitted the documentation required by said Regulations and the contract specifications, including the Listing of Disadvantaged Business Enterprises with which the bidder will subcontract if the contract is awarded and if bidder is unable to meet the contract goals for DBE participation, and the steps bidder has taken to obtain DBE participation.

The Overall Current DBE Goal is **8.05%**

Race Conscious **0%** / Race Neutral **8.05%**

May 22nd, 2020

Date

APMI, Inc.

Company Name



Signature

Principal

Title

NOTE: Bidder shall insert the percentage for DBE participation even if the percentage is less than the contract goal. A bid that fails to meet these requirements may be considered grounds for rejecting the bid.

A18 – LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

PULLIAM AIRPORT
FLAGSTAFF, ARIZONA

DESIGN SNOW REMOVAL EQUIPMENT BUILDING

FAA AIP Project Number: 3-04-0015-44

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

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

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

May 22nd, 2020

Date

APMI, Inc.

Company Name



Signature

Principal

Title

NOTE: Failure to complete the blanks may be grounds for rejection of the bid.

**A26 - TRADE RESTRICTION CERTIFICATE TO BE INCLUDED IN
ALL SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS**

**PULLIAM AIRPORT
FLAGSTAFF, ARIZONA**

DESIGN SNOW REMOVAL EQUIPMENT BUILDING

FAA AIP Project Number: 3-04-0015-44

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

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC 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 USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification

of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

May 22nd, 2020

Date

APMI, Inc.

Company Name



Signature

Principal

Title

NOTE: Failure to complete the blanks may be grounds for rejection of the bid.