

AUTHORIZATION FOR SERVICES NO. 4
CONSTRUCTION MANAGEMENT SERVICES
OF COTTONWOOD MUNICIPAL AIRPORT
APRON RECONSTRUCTION PROJECT
GENERAL AIRPORT CONSULTING SERVICES CONTRACT
BETWEEN
CITY OF COTTONWOOD & C&S ENGINEERS, INC.

ARTICLE I AGREEMENT

In accordance with the General Airport Consulting Services Contract, dated the 23rd day of May, 2013, the provisions of which agreement is hereby incorporated herein as if it had been set forth in full, CONSULTANT will perform the Scope of Services detailed in Schedule A for performing construction management services associated with the Apron Reconstruction Project at the Cottonwood Municipal Airport.

ARTICLE II COMPENSATION AND PAYMENT

For the performance of the services identified in Schedule A, CONSULTANT shall be paid on a rate basis amount by the CITY in accordance with Schedule B for a not-to-exceed fee of \$160,533.00. Partial payments shall be made to the CONSULTANT throughout the project based on approved monthly invoices detailing the portion of each work task that is complete.

The Consultant shall not proceed with the services of work until written authorization in the form of a Notice to Proceed is received from the CITY.

ARTICLE III TIME OF PERFORMANCE

The services of the CONSULTANT described in Schedule A are to commence on written notice to proceed and shall be completed in accordance with the Contractor's agreed upon construction schedule.

Binding Upon Successors: This Agreement shall be binding upon the undersigned parties, their successors, partners, assigns and legal representatives.

PASSED APPROVED AND ADOPTED by the City of Cottonwood this _____ day of _____, 20____.

Rudy Rodriguez
Administrative Services General Manager

APPROVED AS TO FORM:

City Attorney

C&S ENGINEERS, INC.
A PROFESSIONAL CORPORATION

BY: _____
Department Manager

SCHEDULE A

SCOPE OF WORK

Project Title: Apron Reconstruction
Airport Name: Cottonwood Municipal Airport
Services Provided: Construction Admin & Observation Services

Project Description:

The CONSULTANT shall provide required construction management services for the Apron Strengthening Project, Phase V (the “Project”). The Project will be performed and constructed by the SPONSOR with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and the Arizona State Department of Transportation (ADOT).

C&S will provide bidding and contract award services prior to construction and construction observation, design support and quality assurance testing services during construction. Once construction is complete, C&S will produce record drawings and final construction report and assist the City with the grant closeout process.

Services to be provided by the CONSULTANT shall include civil and geotechnical engineering services, as applicable, required to accomplish the following items (“Basic Services”):

CONSTRUCTION CONTRACT ADMINISTRATION PHASE

The Construction Contract Administration Phase shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor’s work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with ADOT and the FAA during the construction of the Project. Construction Contract Administration includes the following services:

1. Coordinate Notice to Proceed (NTP) for construction. Contact FAA for permission to issue NTP. Prepare a sample NTP letter for the SPONSOR to send to the contractor.
2. Provide consultation and advice to the SPONSOR during construction, including the holding of a pre-construction conference, weekly construction coordination meetings, and other meetings required during the course of construction. Prepare and distribute minutes of all meetings.
3. Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
4. Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.
5. Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.

6. Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.
7. Furnish the SPONSOR one reproducible set of the record drawings for the completed Project taken from the annotated record drawings prepared by the resident inspector based upon Contractor-provided information.
8. Prepare reimbursement request packages; coordinate their execution by the SPONSOR; and submit to the funding agencies.
9. Conduct pre-final and final inspections of the completed Project with the SPONSOR's airport personnel, the FAA, ADOT and the Contractor.
10. Issue certificates of construction completion to the SPONSOR, the FAA, and ADOT.
11. Perform an orderly closeout of the Project as required by the SPONSOR, the FAA, and ADOT.

CONSTRUCTION OBSERVATION PHASE

The construction observation phase shall consist of construction observation by a full-time inspector and supporting staff who will also:

1. Maintain a Project record in accordance with requirements of the FAA and ADOT for aviation capital projects.
2. Review documents and submissions by Contractor(s) pertaining to scheduling and advise the SPONSOR as to their acceptability.
3. Observe the Work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Work. Neither the activities of the inspector and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve Contractor nor make Consultant responsible for, Contractor's obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the Work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies.
4. Attend and conduct pre-construction, pre-paving and pre-installation conferences; weekly progress meetings; and final inspection of the completed Project.
5. Observe testing and inspection. Arrange for, conduct, or witness field, laboratory, or shop tests of construction materials as required by the plans and specifications for the Project; monitor the suitability of materials on the Project site or brought to the Project site to be used in construction; interpret the contract plans and specifications and check the construction activities for general compliance with the design intent; measure, compute, or check quantities of Work performed and quantities of materials in-place for partial and final payments to the Contractor.
6. Prepare and submit inspection reports of construction activity and problems encountered as required by the SPONSOR, ADOT, and the FAA.
7. Prepare, review, and approve monthly and final payments to Contractor(s).

RESPONSIBILITIES/DUTIES OF INSPECTION STAFF

In general, the on-site inspection staff is responsible for monitoring construction activity on a project and documenting their observations in a formal project record.

Inspection activity generally consists of the following records and duties:

1. Inspector's Daily Reports
2. Summary of Inspector's Daily Reports
3. Preparation of FAA Weekly Reports
4. Contractor Daily Reports
5. Preparation of Material Acceptance Reports
6. Preparation of Certification and Testing Log Book
7. Prepare statement of days charged on a weekly basis
8. Conduct Wage Rate Interviews with prime/subcontractors employees
9. Conduct Project meetings with Sponsor and Contractors
10. Field measure quantities on a daily basis
11. Collect and monitor weekly payrolls for Davis Bacon Act Compliance
12. Preparation of Periodic Payment Request for Contractor
13. Record deviations from the contract plans for preparation of record drawings
14. Preparation and review of Change Orders/Force Account Work

The Construction Observer will assist the SPONSOR and Contractor regarding construction activity as it relates to aircraft operations and coordination of Notice to Airmen (NOTAMS) as required.

END OF SCHEDULE



**ARCHITECTURAL/ENGINEERING
COST SUMMARY
SCHEDULE "B" - South Ramp
CONSTRUCTION
MANAGEMENT PHASE**

PROJECT NAME: Apron Reconstruction Project
 PROJ DESCRIPTION: Perform construction management services
 CLIENT: City of Cottonwood
 CLIENT MANAGER: Morgan Scott

DATE: 22-Jun-16
 A/E: C & S ENGINEERS, INC.
 PROJECT NO: K72.002.002
 C&S CONTACT: RICHARD GRAHAM

I. ESTIMATE OF DIRECT SALARY COSTS:

TITLE	BILLING RATE OF PAY (\$/HR)	@	ESTIMATED HOURS	=	ESTIMATED COST
A. MANAGING ENGINEER	\$180.00	X	21.0	=	\$3,780.00
B. SENIOR PROJECT ENGINEER	\$130.00	X	218	=	\$28,340.00
C. STAFF ENGINEER	\$100.00	X	20	=	\$2,000.00
D. SENIOR DESIGNER	\$90.00	X	60	=	\$5,400.00
E. ADMINISTRATIVE ASSISTANT	\$60.00	X	10	=	\$600.00
F. SENIOR INSPECTOR	\$115.00	X	609	=	\$70,035.00
TOTAL ESTIMATED DIRECT SALARY COST:					\$111,115.00

II. ESTIMATE OF DIRECT EXPENSES:

A. TRAVEL, BY AUTO:	28 TRIPS @	240 MILES/TRIP @	\$0.445	=	\$2,992.00
B. TRAVEL, BY AIR:	0 TRIPS @	0 PERSONS @	\$0.00	=	\$0.00
C. PER DIEM:	54 DAYS @	1 PERSONS @	\$119.00	=	\$6,426.00
D. MISCELLANEOUS:				=	
Subtotal =					\$9,418.00

TOTAL ESTIMATE OF DIRECT EXPENSES: \$9,418.00

III. SUBCONTRACTS:

	<u>COMPANY NAME</u>	<u>TYPE</u>	
A. QUALITY ASSURANCE TESTING	ATL, Inc.	RATE BASIS	\$40,000.00

TOTAL COST OF SBO'S: \$40,000.00

IV. TOTALS:

A. MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:	\$160,533.00
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C&S ENGINEERS, INC.
ARCHITECTURAL/ENGINEERING
WORK SUMMARY

PROJECT: Apron Reconstruction Project
SERVICES: Construction Observations, Design Supprt, QA Testing
CLIENT: City of Cottonwood
CLIENT MGR: Morgan Scott

Date: 6/22/16
Service Group Mgr: MICHAEL HOTALING
Department Manager: CORY HAZLEWOOD
Project Manager: RICHARD GRAHAM
Project Number: K72.002.002

TASK NO.	PHASE NO.	TASK	ADMIN ASST	GRANT ADM	SEN DES	STAFF ENG	SEN PROJ ENG	MANG ENG	SEN INSP	DIRECT COSTS	SERVICES BY OTHERS	TOTALS	TOTAL HOURS PER TASK
1.0	400	PRE-CONSTRUCTION CONFERENCE					10		10	\$107.00		\$2,557.00	20.0
2.0	401	CONSTRUCTION OBSERVATION							579	\$7,815.00		\$74,400.00	579.0
3.0	402	DESIGN SUPPORT					148	21		\$1,496.00		\$24,516.00	169.0
4.0	403	AS-BUILT/RECORD DRAWINGS			60		20		10			\$9,150.00	90.0
5.0	404	PROJECT CLOSURE	10	10		20	40		10			\$9,910.00	90.0
6.0	791	SBO - QUALITY ASSURANCE TESTING									\$40,000.00	\$40,000.00	
			10	10	60	20	218	21	609	\$9,418.00	\$40,000.00	\$160,533.00	948

FEE SCHEDULE

PROJECT NAME: Apron Reconstruction Project

SERVICES: Construction Observations, Design Supprt, QA Testing
 PROJ LOCATION: Cottonwood Municipal Airport
 PROJ DESCRIPTION: Perform construction management services

SERVICE GROUP MGR: MICHAEL HOTALING
 PROJECT MANAGER: RICHARD GRAHAM
 DEPT. MANAGER: CORY HAZLEWOOD

CLIENT: City of Cottonwood
 CLIENT ADDRESS: 1490 W. Mingus Ave.
 Cottonwood, AZ 86326

DIRECT LABOR RATES: 2015

PROJECT NUMBER: K72.002.002

CLIENT MANAGER: Morgan Scott

DATE: June 22, 2016

BILLING RATES	2013	GENERAL FACTORS				
LABOR CATEGORY	BILLING RATE	OVERTIME				
SERVICE GROUP MANAGER	\$250.00	\$0.00				
DEPARTMENT MANAGER	\$224.00	\$0.00				
MANAGING ENGINEER	\$180.00	\$0.00	MULTIPLIER = 1			
CHIEF/PRINCIPAL ENGINEER	\$180.00	\$0.00				
SENIOR PROJECT ENGINEER	\$130.00	\$0.00				
PROJECT ENGINEER	\$137.00	\$0.00				
STAFF ENGINEER	\$100.00	\$0.00				
SENIOR DESIGNER	\$90.00	\$0.00				
DESIGNER	\$80.00	\$95.00				
CADD OPERATOR	\$65.00	\$80.00				
ADMINISTRATIVE ASSISTANT	\$60.00	\$0.00				
GRANTS ADMINISTRATOR	\$96.00	\$0.00				
MANAGER AIRPORT PLANNING	\$0.00	\$0.00				
SENIOR PLANNER	\$0.00	\$0.00				
PLANNER	\$0.00	\$0.00				
STAFF PLANNER	\$0.00	\$0.00				
ENVIRONMENTAL SCIENTIST	\$0.00	\$0.00				
SENIOR CONSTRUCTION SUPERVISOR	\$0.00	\$0.00				
CONSTRUCTION SUPERVISOR	\$187.00	\$0.00				
RESIDENT ENGINEER	\$0.00	\$0.00				
SENIOR INSPECTOR	\$115.00	\$115.00				
			ALLOWABLE PER DIEM RATES (ADOT) 2015			
			CITY	LODGING	MEALS	TOTAL MAX RATE
			FLAG/GC (OCT)	\$81	\$39	\$120
			FLAG/GC (NOV-FEB)	\$65	\$39	\$104
			FLAG/GC (MAR-SEP)	\$81	\$39	\$120
			KAYENTA	\$71	\$49	\$120
			PHOENIX (OCT-DEC)	\$103	\$54	\$157
			PHOENIX (JAN-MAR)	\$141	\$54	\$195
			PHOENIX (APR-MAY)	\$109	\$54	\$163
			PHOENIX (JUN-AUG)	\$74	\$54	\$128
			PHOENIX (SEPT)	\$103	\$54	\$157
			SEDONA	\$107	\$59	\$166
			SEDONA	\$118	\$59	\$177
			SEDONA	\$107	\$59	\$166
			SIERRA VISTA	\$66	\$34	\$100
			TUCSON	\$83	\$44	\$127
			TUCSON	\$119	\$44	\$163
			TUCSON	\$83	\$44	\$127
			YUMA	\$71	\$34	\$105
			NOT LISTED			
			DEFAULT RATE	\$83	\$36	\$119

OUT OF POCKET EXPENSES

TRAVEL, BY AUTO (PER MILE): \$0.445 /MILE
 PER DIEM: \$119.00 /DAY

SERVICES BY OTHERS

A. QUALITY ASSURANCE TESTING \$40,000.00 RATE BASIS

APPROVED BY: _____ (DATE)
 (GROUP MANAGER AUTHORIZATION)

SCHEDULE C
FAA STANDARD CONTRACT PROVISIONS

Provision	Dollar Threshold	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts	Check if included
a. Access to Records and Reports	\$ 0	REQD	REQD	REQD	REQD	n/a	X
b. Buy American Preferences	\$ 0	Limited	REQD	REQD	Limited	n/a	
(1) Buy American Statement	\$ 0	Limited	REQD	REQD	Limited	n/a	
(2) Buy American – Total Facility	\$ 0	Limited	REQD	REQD	Limited	n/a	
(3) Buy American – Manufactured Product	\$ 0	Limited	REQD	REQD	Limited	n/a	
c. Civil Rights – General	\$ 0	REQD	REQD	REQD	REQD	REQD	X
d. Civil Rights - Title VI Assurances	\$ 0	REQD	REQD	REQD	REQD	REQD	X
(1) Notice - Solicitation	\$ 0	REQD	REQD	REQD	REQD	REQD	X
(2) Clause - Contracts	\$ 0	REQD	REQD	REQD	REQD	REQD	X
(3) Clause – Transfer of U.S. Property	\$ 0	n/a	n/a	n/a	REQD	REQD	
(4) Clause – Transfer of Real Property	\$ 0	n/a	n/a	n/a	REQD	REQD	
(5) Clause - Construct/Use/Access to Real Property	\$ 0	n/a	n/a	n/a	REQD	REQD	
(6) List – Pertinent Authorities	\$0	REQD	REQD	REQD	REQD	REQD	X
e. Disadvantaged Business Enterprise	\$ 0	REQD	REQD	REQD	REQD	n/a	X
f. Energy Conservation Requirements	\$ 0	REQD	REQD	REQD	REQD	n/a	X
g. Federal Fair Labor Standards Act	\$ 0	REQD	REQD	REQD	REQD	REQD	X
h. Occupational Safety and Health Act	\$ 0	REQD	REQD	REQD	REQD	REQD	X
i. Rights to Inventions	\$ 0	Limited	Limited	Limited	n/a	n/a	
j. Trade Restriction Certification	\$ 0	REQD	REQD	REQD	REQD	n/a	X
k. Veteran’s Preference	\$ 0	REQD	REQD	REQD	REQD	n/a	X
l. Seismic Safety	\$ 0	Limited	Limited	n/a	n/a	n/a	
m. Copeland Anti-Kickback	\$ 2,000	Limited	REQD	Limited	Limited	n/a	
n. Davis Bacon Requirements	\$ 2,000	Limited	REQD	Limited	Limited	n/a	
o. Distracted Driving	\$3,000	REQD	REQD	REQD	REQD	n/a	X
p. Affirmative Action Requirement	\$10,000	Limited	REQD	Limited	Limited	n/a	
q. Equal Employment Opportunity	\$10,000	Limited	REQD	Limited	Limited	n/a	
(1) EEO Contract Clause	\$10,000	Limited	REQD	Limited	Limited	n/a	
(2) EEO Specification	\$10,000	Limited	REQD	Limited	Limited	n/a	
r. Prohibition of Segregated Facilities	\$10,000	Limited	REQD	Limited	Limited	n/a	
s. Recovered Materials	\$10,000	Limited	REQD	REQD	Limited	n/a	
t. Termination of Contract	\$10,000	REQD	REQD	REQD	REQD	n/a	X
u. Debarment and Suspension	\$25,000	REQD	REQD	REQD	Limited	n/a	X
v. Contract Work Hours and Safety Standards	\$100,000	Limited	REQD	Limited	Limited	n/a	
w. Lobbying Federal Employees	\$ 100,000	REQD	REQD	REQD	REQD	n/a	X
x. Breach of Contract	\$150,000	REQD	REQD	REQD	REQD	n/a	X
y. Clean Air/Water Pollution Control	\$150,000	REQD	REQD	REQD	REQD	n/a	X

A1. ACCESS TO RECORDS AND REPORTS

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

A3. BREACH OF CONTRACT TERMS

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

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

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

A5. 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 sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1. Title VI Solicitation Notice:

The **City of Cottonwood**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit 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.

A6.2. Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor

becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6.6. Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

A7. CLEAN AIR AND WATER POLLUTION CONTROL

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

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

A11. DEBARMENT AND SUSPENSION

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

A12. DISADVANTAGED BUSINESS ENTERPRISES

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

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from City of Cottonwood. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Cottonwood. This clause applies to both DBE and non-DBE subcontractors.

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

A13. TEXTING WHEN DRIVING

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

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

A14. ENERGY CONSERVATION REQUIREMENTS

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

A16. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

A17. CERTIFICATION REGARDING LOBBYING

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

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

a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

A19. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

A23. TERMINATION OF 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.

Termination for Default (Professional Services)

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

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

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

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

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

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

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

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

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

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

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

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of

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

A24. TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an

erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A25. VETERAN'S PREFERENCE

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