

**DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 5
PROJECT NO. 62190508 – DESIGN AIRPORT DEVELOPMENT DT
For Task 62230568 – Construct Taxiway L (MKC)
CHARLES B. WHEELER DOWNTOWN AIRPORT
AVIATION DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Crawford, Murphy & Tilly (Design Professional). The parties amend the Agreement entered into on May 5, 2020 as follows:

Sec. 1. Sections Amended. The Agreement is amended as follows:

A. Sec. 2, Paragraph A, Scope of Services, add the following section:

10. EXTEND TAXIWAY L

A. PROJECT OVERVIEW

This contract will consist of planning, design, bidding, construction and post-construction phase services for the project to Extend Taxiway L at Charles B. Wheeler Downtown Airport (MKC).

B. PLANNING PHASE (SRM & ENVIRONMENTAL) SERVICES

I. GENERAL

This scope of work will describe the services required to organize and conduct an SRM Panel to facilitate discussion regarding potential safety risks associated with any construction or reconfiguration of existing Taxiway Delta, Taxiway Lima, and Taxiway Foxtrot. The future layout of Taxiway B will be compatible with the revised layout. This taxiway system will be evaluated through the lens of existing Hotspots 2 and 3, the current taxiway system, and several proposed alternatives for layout of this taxiway system.

II. SRM Panel Preparation

The SRM Process will be predominantly organized, managed, and concluded by our subconsultant: Landry Consulting. CMT will serve in a support role for Landry. This specifically will involve a variety of tasks which shall include providing knowledge transfer early in the process, facilitating communication between Landry and KCAD to ensure client satisfaction throughout the process, and contributing layout alternative exhibits and associated details as necessary.

III. SRM Panel

The SRM Panel will be led by Landry Consulting and attended by CMT. Attendees will include CMT Planning staff as well as key members of the Taxiway L design team.

IV. Subconsultants

Landry Consulting will lead the SRM process. A more thorough explanation of their scope of work is provided in their Scope of Work as described herein:

a) Scope of Work Description

Landry Consulting LLC (Landry) proposes the following scope of work to assist the Crawford, Murphy & Tilly design team with Safety Risk Management (SRM) support and facilitation services. The SRM is in support of the Kansas City Aviation Department (KCAD) Taxiway L Extension program to construct a new segment of Taxiway L from Taxiway D to the Runway 3 threshold. The SRM intends to aid in the overall program definition and to provide an additional opportunity for stakeholder engagement to identify potential hazards and controls as part of the design process.

b) Proposed Tasks

Task 1 Project Management and Logistics

1. Project planning and preparation meetings including schedule coordination for onsite sessions
2. Status reporting including budget and task progress
3. Invoice and billing

Task 2 Project Background and Alternatives Review

1. Review project documents including drawings, designs, and stakeholders
2. Identify stakeholders for both technical review and SRM panel participation (FAA, airlines, Airport, etc.)
3. Review prior safety reviews and reports
4. Preview site area through virtual or onsite visit

Task 3 Prepare for and Facilitate Safety Technical Review (STR)

1. Draft project summary and exhibit for invitation
2. Prepare stakeholder invite for approval, send invitation, and track RSVP status
3. Coordinate with FAA as needed for participants
4. Prepare draft and final exhibits
5. Prepare draft and final presentation

6. Identify hazards and existing or planned controls and create draft hazard list for review
7. Set up and facilitate STR practice session with Airport and Design Team members
8. Prepare STR day of meeting files
9. Prepare STR day of meeting audio and visual checks
10. Facilitate STR session (anticipate 4 hours or more depending on review findings)
11. Capture action items (Airport and Design Team staff to take notes concurrently)
12. Update hazard worksheet
13. Research and refine safety exhibits for SRM Panel

Task 4 Prepare for and Facilitate Safety Risk Management Panel

1. Draft invitation and SRM packet for invitation
2. Identify Panel members vs. observers/SMEs with Airport and FAA
3. Coordinate with FAA as needed for participant status and replacements
4. Prepare stakeholder invite for approval, send invitation, and track RSVP status
5. Prepare draft slides for a Stakeholder SRM process review session
6. Coordinate schedule for Stakeholder SRM process review meeting
7. Conduct a virtual, 30-minute Stakeholder SRM process review meeting
8. Prepare draft and final exhibits
9. Prepare draft and final presentation
10. Prepare a draft hazard and control worksheet using STR documentation
11. Set up and facilitate SRM Panel practice session with Airport and Design Team members
12. Prepare SRM Panel day of meeting files
13. Prepare SRM Panel day of meeting audio and visual checks
14. Facilitate SRM Panel session (anticipate 4 to 6 hours or more depending on STR findings)
15. Capture action items (Airport and Design Team staff to take notes concurrently)
16. Close out SRM Panel meeting and confirm next steps including SRM Panel Report schedule

Task 5 Complete SRM Panel Report

1. Compile meeting notes
2. Author Draft SRM Panel Report and update associated documents (hazard worksheet, exhibits, etc.)
3. Submit to Airport and Design Team for initial review
4. Complete Edits and submit to FAA, Panel Members, and other Stakeholders for review
5. Integrate comments, review with Airport and Design Team and complete Final SRM Panel Report
6. Complete signature collection from FAA and Airport sponsor for required SAS Form

c) Project Assumptions

1. STR and SRM Panel sessions to be conducted in person with a virtual attendee option available
2. Airport to set up virtual session solution (Teams, Zoom, Webex, etc.) including technical logistics for audio and visual services
3. Airport to set up and reserve meeting location
4. Airport and Design Team members will provide relevant supporting documents including design drawings, prior safety review documents, project schedule, concurrent project list, prior hazard and controls, and SRMP Reports
5. Airport and Design Teams will participate in planning and practice sessions
6. Airport and Design Teams will capture technical and action notes during the SRT and SRM Panel sessions
7. Airport and Design Team members will review the SRM Panel Report and provide responses in a timely manner to ensure the schedule is maintained

d) Environmental Study

CMT will provide documentation for the required National Environmental Protection Agency (NEPA) clearance as required by FAA for all projects constructed on a federally obligated airport. It is assumed for the purposes of this scope of work that the project will qualify for NEPA clearance under an administrative Categorical Exclusion.

C. DESIGN PHASE SERVICES

Extend Taxiway L Design Phase Services

The intent of the Design Phase is to provide the City of Kansas City Aviation Department a set of Contract Documents including Project Manual and Plan Sheets for bidding purposes. Design services will be completed in accordance with

all applicable FAA airport design standards, as amended (e.g. Advisory Circulars, Engineering Briefs, etc.). The following is a summary of the major design phase components to be included as part of the design:

I. Kickoff and Site Investigation

- a) Conduct Design Kickoff Meeting (including preparation & distribution of meeting agenda and minutes)
- b) Conduct Stakeholder Engagement Meetings (including preparation & distribution of meeting agenda and minutes)
- c) Compile and review applicable record drawings
- d) Conduct site visit and collect photos of key features of the site
- e) Conduct Electrical vault visit and electrical site investigation with key electrical engineering staff
- f) Full Topographic survey (TREKK) of project site, including coordination of survey and escort of survey crew (CMT)
- g) Full Geotechnical investigation (TSi) of project site, including coordination of Geotech and escort of drilling crew

II. General Project Items

- a) Develop preliminary quantity and cost estimates for initial cost planning purposes
- b) Use FAA Software FAARFIELD to develop pavement design options for new Taxiway pavements
- c) Conduct Life Cycle Cost Analyses of FAARFIELD output Pavement Alternatives, to justify optimal pavement structure with FAA
- d) Design Submittals will be delivered to KCAD at 30%, 90% and 100% milestones
- e) 30% Submittal shall include 30% Design Report, 30% Engineer's Opinion of Probable Cost and Preliminary CSPP
- f) 30% Submittal shall also include the results of the SRM panel from the planning stage of this program
- g) Conduct 30% Design Review meeting (including preparation & distribution of meeting agenda and minutes)
- h) 30% stage shall include analysis of FAA Circuitry within vicinity of proposed improvements and design team recommendations for mitigating conflicts
- i) Following 30% stage it is assumed FAA ATO will want to conduct a series of plan reviews to evaluate risk to FAA cables and provide suggestions/solutions
- j) 90% Submittal shall include 90% Plans, 90% Specifications, 90% Engineer's Opinion of Probable Cost, 90% Design Report and Draft CSPP

- k) Conduct 90% Design Review meeting (including preparation & distribution of meeting agenda and minutes)
- l) Utility Identification and Coordination with MKC Maintenance staff
- m) Utility Identification and Coordination with FAA Technical Operations (Tech. Ops.)
- n) Conduct plans in hand field check and QC review at 90% stage
- o) 100% Submittal shall include sealed IFB Plans, IFB Specifications, Final Engineer's Opinion of Probable Cost, Final Design Report and Final CSPP
- p) FAA Form 7460-1 Preparation and Submittal, as necessary

III. Site Work Design

- a) The plan set will generally include the following components:

- 1. Title / Index / Summary of Quantities
- 2. Site Plan / Proposed Improvements / General Notes
- 3. Construction Activity Plans
- 4. Demolition Plans
- 5. Plan and Profile
- 6. Typical Sections
- 7. Jointing Plan
- 8. Grading Plan
- 9. Staking Plan
- 10. Underdrain Plan
- 11. Storm Drainage Plan
- 12. Fencing Plan and Details
- 13. Seeding and Erosion Control Plan and Details
- 14. Marking Plan and Details
- 15. Airfield Lighting Plan and Details (Full Twy L)
- 16. Airfield Signage Plan and Details (Full Twy L)
- 17. Airfield Circuitry Plan and Details (Full Twy L)
- 18. New ERGL's (Twy K) Plan and Details
- 19. Vault Plan and Details

IV. Relocate Taxiway D Design Phase Services – Additive Alternate #1

The question of whether or not Taxiway D will be relocated as part of this project will not be determined until the conceptual/planning phase of this project is completed. The purpose of isolating the relocation of Taxiway D Design Phase services from the Taxiway L package is to separate the design costs associated with the Relocation of Taxiway D, should this relocation be confirmed in the conceptual phase and moved forward through the design phase.

If the relocation of Taxiway D is given the go-ahead, this relocation will be seamlessly incorporated into the same plan set as Taxiway L and bid and constructed together. As such many of the scope items that are described here-in merely reference the similar scope items that apply to Taxiway L, that would be replicated, but with Taxiway D.

a) Kickoff and Site Investigation

1. Compile and review applicable record drawings for Taxiway D
2. Conduct site visit and collect photos of key features of the Taxiway D site
3. Conduct Electrical vault visit and electrical Taxiway D site investigation with key electrical engineering staff

b) General Project Items

1. Develop Taxiway D preliminary quantity and cost estimates for initial cost planning purposes
2. Design Submittals will be delivered to KCAD at 30%, 90% and 100% milestones, and will include relocation of Taxiway D
3. Relocation of Taxiway D will be included in the 30% Submittal, which shall include 30% Design Report, 30% Engineer's Opinion of Probable Cost and Preliminary CSPP
4. 30% stage shall include analysis of FAA Circuitry within vicinity of Taxiway D proposed improvements and design team recommendations for mitigating conflicts
5. Following 30% stage it is assumed FAA ATO will want to conduct a series of plan reviews to evaluate risk to FAA cables and provide suggestions/solutions
6. Relocation of Taxiway D will be included in the 90% Submittal, which shall include 90% Plans, 90% Specifications, 90% Engineer's Opinion of Probable Cost, 90% Design Report and Draft CSPP
7. Utility Identification and Coordination around vicinity of Taxiway D with MKC Maintenance staff
8. Utility Identification and Coordination around vicinity of Taxiway D with FAA Technical Operations (Tech. Ops.)
9. Conduct plans in hand field check and QC review at 90% stage
10. Relocation of Taxiway D will be included in the 100% Submittal, which shall include sealed IFB Plans, IFB Specifications, Final Engineer's Opinion of Probable Cost, Final Design Report and Final CSPP

11. FAA Form 7460-1 Preparation and Submittal, for Taxiway D, as necessary

c) Site Work Design

1. The Taxiway D Relocation will be added into the Taxiway L plan set, which will generally include the following components:
 - i. Title / Index / Summary of Quantities
 - ii. Site Plan / Proposed Improvements / General Notes
 - iii. Construction Activity Plans
 - iv. Demolition Plans
 - v. Plan and Profile
 - vi. Typical Sections
 - vii. Jointing Plan
 - viii. Grading Plan
 - ix. Staking Plan
 - x. Underdrain Plan
 - xi. Storm Drainage Plan
 - xii. Fencing Plan and Details
 - xiii. Seeding and Erosion Control Plan and Details
 - xiv. Marking Plan and Details
 - xv. Airfield Lighting Plan and Details
 - xvi. Airfield Signage Plan and Details
 - xvii. Airfield Circuitry Plan and Details
 - xviii. New ERGL's (Twy K) Plan and Details
 - xix. Vault Plan and Details

D. BIDDING PHASE SERVICES

Specific tasks for the Bidding Phase include the following:

- I. Attend the Pre-Bid Meeting and record Minutes.
- II. Respond to contractor questions, requests for information and requests for clarification as necessary pertaining to the Construction Plans and Contract Document/Technical Specifications during the Bidding Phase.
- III. Prepare and distribute contract Addenda as necessary
- IV. Review contractor's qualifications and make recommendation of contract award to Sponsor.

E. CONSTRUCTION PHASE SERVICES

I. Pre-Construction

- a) Prepare Electronic Files for Contractor Use
- b) Develop a Federal-Construction Observation Program in accordance with FAA requirements.
- c) Prepare construction documentation paperwork, file folders, project binders, etc.
- d) Conduct preconstruction conference, including agenda and minutes
- e) Review contractor shop drawings
- f) Badging training and renewals for CMT staff

II. Full-Time Construction Observation – Phase 1 (Est. 224 Calendar Days)

- a) Coordinate contractor schedule access and pavement closures
- b) Provide construction observation services, including preparation of weekly reports and other reports as required by KCAD and the COP to document the prosecution and progress of the Project. Resident Project Representative and Assistant Resident Project Representative to be on site at all times during construction.
- c) Change Order Preparation
- d) Pay Request Preparation
- e) Conduct Site Visits
- f) Conduct Weekly Construction Progress Meetings
- g) Conduct Pre-Pave Meeting
- h) Respond to Field Issues throughout duration of project

III. Full-Time Construction Observation – Phase 2 (Assume 2 Weekend (58-Continuous-Hour) Work Periods)

- a) Conduct Pre-Closure Meeting
- b) Full-time On-Site RPR and Assistant RPR to be on site at all times during Phase 2

IV. Post-Construction

- a) Attend and conduct a Final Walk Through review of the Project with KCAD, FAA, and the Contractor.
- b) Punch List Verification for all work identified during Final Walk Through.
- c) Prepare and submit to KCAD and FAA one (1) electronic set of record drawings on a compact disc (CD) in .pdf format.

- d) Prepare and submit to KCAD and FAA a Final Testing Report as Required by the COP
- e) Update and Submit ALP to show As-Built Conditions
- f) Prepare and submit Construction Photograph Submittal in a 3-ring binder to include before, bi-weekly, and post construction photographs providing a thorough representation of the construction progression throughout the project.

V. Subconsultants

- a) Construction Materials Testing throughout duration of the project (TSi)

F. POST-CONSTRUCTION SERVICES

I. GENERAL

This scope of work will describe the services required to complete the Airports GIS submittal at Charles B. Wheeler Downtown Airport (MKC).

As a result of the construction of Taxiway Lima, MKC will be required to collect and prepare GIS data that will be submitted to FAA through the Airport Data and Information Portal (ADIP).

The data will comply with FAA Advisory Circular (AC) 150/5300-18B, and it will be tied to survey control that complies with AC-16B.

II. TASK 1 – PROJECT FORMULATION

a) PROJECT SCOPE PREPARATION

A scope of services will be prepared describing each item of work required for completion of the AGIS submittal based on guidance provided by the Sponsor and FAA, and in accordance with appropriate and most current FAA Advisory Circulars. Each task will be evaluated to determine the appropriate level of man-hours and personnel classifications to complete each individual task. Estimates will also be prepared for direct expenses such as travel, subsistence, materials, printing and any other necessary cost related to the project. This task includes efforts necessary to mobilize the project including the development and execution of necessary consultant and Subconsultant agreements.

b) QUALITY ASSURANCE PLAN

Following a Notice to Proceed from the sponsor, a Quality Assurance Plan will be developed that will act as the program guidance for the Consultant's implementation of the project scope. The purpose of the QAP is to prevent errors and the need for re-work, provide for the continuous improvement of CMT's planning process, provide quality services, and facilitate client satisfaction. The QAP includes a description of the project team, a written project plan, a quality control plan, a post project evaluation plan, project checklists, project forms, and a proposed project schedule.

III. TASK 2 – AIRPORTS GIS

a) PROJECT CREATION ON ADIP WEBSITE

A new “Non-Safety Critical Data” project will be created on the ADIP site. All project related materials and data will be submitted to FAA as part of this project. Once a new project has been created appropriate members of the Engineering Team will be given access rights. The Engineer will guide MKC through this process.

b) PROJECT STATEMENT OF WORK

A Statement of Work (SOW) will be created and submitted to FAA for approval. The SOW will include the project objective, data collection requirements as defined in FAA AC-16B and -18B, and a list of features that will be surveyed. A supporting document will also be developed to provide supplemental project information to FAA.

This task also includes effort to for FAA coordination related to the project set up and SOW development.

c) SURVEY PLAN

Before field work begins, the approximate location of all survey points will be mapped, and a survey plan will be developed. This data will be used to coordinate the field effort with airport operations and the FAA.

d) MAPPING FIELD SURVEYS WITH ESCORT

The following items will be surveyed by a Missouri registered land surveyor. CMT will serve as badged escort

e) PACS & SACS

MKC’s primary and secondary control stations (PACS & SACS) will be recovered and confirmed to be of the proper stability, condition, and visibility. The locations will be verified by taking GPS observations as required in AC-16B.

f) MAPPING FIELD SURVEYS

The following items will be field surveyed based on the requirements in AC-18B:

Pavement Edges

Taxiway Lights

Taxiway Markings

Airport Signs

Utilities

g) GIS DATA DEVELOPMENT

After collecting field survey data GIS data sets that meet the requirements of FAA AC 150/5300-18B will be developed. Specifically, data will be organized into separate ESRI shape files for each of the following feature groups defined in FAA AC 150/5300-18B:

Airfield – Airfield Light, Taxiway Intersection, Taxiway Element, Airport Sign, Marking Area, Marking Line

Geospatial – Airport Control Points

Utilities – Manholes, Inlets

h) QA/QC REVIEWS

This task will include effort to complete QA/QC reviews of data prior to it being submitted to FAA, as well as effort to complete any necessary revisions and re-submittals of data as required by FAA.

i) DATA SUBMITTAL

The GIS data and supporting documentation, as required by AC-18B, will be developed and submitted to the ADIP system for review and approval by FAA.

IV. TASK 3 – PROJECT MANAGEMENT

The Consultant will manage the deliverable development process and provide oversight. Project management tasks will include routine coordination and management, consisting of monthly project progress report preparation, schedule monitoring, meeting minute preparation, FAA and airport coordination, work plan updates, and project close-out procedures. Below is a summary of all anticipated engagements including expected reviews by-task and the number of in-person engagements / work sessions planned within the overall scope of work.

a) PROJECT PROGRESS REPORTS

Each month a written Progress Report will be submitted to the Sponsor. These reports will describe the present status of the project, work to be accomplished, any problems or barriers encountered, and any action items required by the sponsor. The report will also provide a status of actual work accomplished against the schedule goals with a description of reasons for any slippage in the event of such an occurrence. The monthly report will describe any recommended modifications to the Scope of Work and/or schedule milestones, which would alter the original course of the study.

b) PROJECT ADMINISTRATION/COORDINATION

Necessary for the success of any project is the myriad of functions related to project administration that are not accounted for in individual work elements. These tasks include on-going monitoring of project budget and schedule, internal project team meetings, quality assurance/control reviews, project staffing, coordination with subconsultants, et cetera. These work elements are necessary to ensure proper completion and delivery of the project deliverables.

G. ESTIMATED SCHEDULE

Planning (CSA) Schedule

Assumed NTP.....	June 1, 2022
(4 Weeks)	
SRM Panel.....	June 28, 2022
(1 Week)	
Draft CSA Report.....	July 5, 2022
(2 Weeks)	
Draft CSA Report Review Deadline.....	July 19, 2022
(1 Week)	
30% Submittal (Incl. Final CSA Report).....	July 26, 2022
(2 Weeks)	
30% Review Meeting.....	August 9, 2022

Field Investigation Schedule

Assumed NTP.....	June 1, 2022
(1 Week)	
Field Surveys & Geotech.....	June 6-10, 2022
(8 Weeks)	
Receive Survey & Geotech Results.....	August 9, 2022

Design & Bidding Schedule

30% Meeting / Receive Survey & Geotech.....	August 9, 2022
(8 Weeks)	

90% Submittal.....October 4, 2022
(2 Weeks)
90% Review Meeting.....October 18, 2022
(5 Weeks)
100% Submittal.....November 22, 2022
(3 Weeks)
Advertise.....December 13, 2022
(5 Weeks)
Open Bids.....January 17, 2023
(8 Weeks)
Contracts Authorization.....March 14, 2023

Construction Schedule

Construction NTP.....April 3, 2023
(224 Days)
Construction Completion.....November 13, 2023

H. DESIGN SUBMITTALS

I. NUMBER OF COPIES

The Consultant will submit deliverables to FAA and KCAD in the number of copies indicated below and in the format specified for each of the project elements.

- (1) 30% Submittal (FAA: Electronic Only, KCAD: 4 copies)
30% Design Report (Includes Final SRM Report, Prelim. OPCC & CSPP)
- (2) 90% Submittal (FAA: Electronic Only, KCAD: 4 copies)
90% Design Report (Includes 90% OPCC)
90% Plan Sets (Half-sized)
90% Specifications
Draft CSPP

(3) 100% Submittal (FAA: Electronic Only, KCAD: 4 copies)

Final Design Report (Includes Final OPCC)

IFB Plan Sets (Half-sized)

IFB Specifications

Final CSPP

	Labor Fee	Reimbursible Expenses	Total
Planning (CSA) Services	\$85,916.88	\$83.12	\$86,000.00
Design Phase Services	\$736,258.79	\$1,741.21	\$738,000.00
Design Phase Add #1: Twy D	\$158,329.30	\$670.70	\$159,000.00
Bidding Phase Services	\$9,920.85	\$79.15	\$10,000.00
Construction Phase Services	\$712,653.55	\$9,346.45	\$722,000.00
Post-Construction Services	\$40,694.59	\$305.41	\$41,000.00
Total	\$1,743,773.96	\$12,226.04	\$1,756,000.00

Sec. 4. Compensation and Reimbursables is hereby revised as follows:

- A. The maximum amount that City shall pay Design Professional under this Agreement is Eight Hundred Forty Thousand Dollars (\$3,075,000.00).

Original Agreement -	\$350,000.00
Amendment 3	\$129,000.00
Amendment 4	\$840,000.00
Proposed Amendment 5	\$ 1,756,000.00
TOTAL AMOUNT:	\$3,075,000.00

Sec. 4.A. of the Agreement is amended by adding the following:

2. The total payment for the services described in this Amendment No. Four shall not exceed Eight Hundred Forty Thousand (\$1,756,000.00) without written approval of the City.

Sec. 5 is to be added and inserted in the following section:

- A. Appendix "A" – Federal Contract Provisions for Non-AIP Funded Contracts is added to this Agreement, and incorporated as if fully set out herein.

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any Amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council or Park Board authorization. Notwithstanding the foregoing, City Council or Park Board authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the

maximum amount authorized by the City Council or the Park Board or (2) a previous ordinance or Resolution authorized amendments without further City Council or Park approval.

Sec. 4. Effectiveness Date. This amendment will become effective when the City's Director of Finance has signed it. The date this amendment is signed by the City's Director of Finance will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

Date: 9/8/22

DESIGN PROFESSIONAL

I hereby certify that I have authority to execute this document on behalf of Design Professional

By: [Signature]

Title: Vice President

Date: _____

KANSAS CITY, MISSOURI

By: _____

Title: Director of Aviation

Approved as to form:

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance Date

Appendix A

SUPPLEMENTARY PROVISIONS

PART A - FEDERAL CONTRACT PROVISIONS FOR Professional Services Contracts

APPLICATION OF REFERENCES

“**Owner**” and “**Sponsor**” means the City of Kansas City, Missouri Aviation Department.

“**Contractor**” means any party to this agreement other than the Owner, including without limitation the prime contractor. “**Subcontractor**” means all subcontractors under contract with the Contractor.

“**Consultant**” means architectural, engineering or other entity providing professional services to the Owner pursuant to an agreement.

“**Construction**” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility service. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The Contractor agrees that it will 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 of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerers 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.

Contract Provision: Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes Consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. 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).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (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 their proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) 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 (5) 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.

Solicitation Notice (Race/Gender Neutral)

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

Contract Provision: 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 U.S. 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 fifteen (15) calendar days from the receipt of each payment the Prime Contractor receives from the Owner. The Prime Contractor agrees further to return retainage payments to each subcontractor within fifteen (15) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner.

This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200 Appendix II(H)

Contractor and Subcontractor(s) 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).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

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

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014(Pub. L. 113-76) and DOT Order 4200.6

The Contractor certifies:

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

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

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR Part 30

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$2,000

EXCLUSIVE RIGHTS ASSURANCE

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any

other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

DISADVANTAGED BUSINESS ENTERPRISES ASSURANCE

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986

(31 U.S.C. §§ 3801-3809, 3812).

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

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

Equal Opportunity Clause

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

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

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Standard Federal Equal Employment Opportunity Construction Contract Specifications

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which

this contract resulted;

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

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

d. "Minority" includes:

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

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

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

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

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

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractor 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 7.a through 7.p 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 (7.a through 7.p). 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 7.a through 7.p 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 (forexample, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

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

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

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

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

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

required to maintain separate records.

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

TERMINATION OF CONTRACT

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

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 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 ten (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 of 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.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5

Certification of Bidder/Offerer 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: <https://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 Federal Aviation Administration (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.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

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.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J), and 49 CFR part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING

\$150,000 BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

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

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

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR § 200 Appendix II(G)

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.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts that exceed \$150,000.

Contract Provisions Incorporated by Reference

Federal Requirements for Federally Funded Projects. This Project is being partially funded under the Federal Aviation Administration (FAA) Airport Improvement Program (AIP). Contractors must comply with specific federally required provisions as listed herein and contained in the contract documents. The following federal provisions are incorporated in this solicitation by reference:

1. Affirmative Action (41 CFR part 60-4; Executive Order 11246)

2. Buy American Preference (49 USC § 50101)
3. Civil Rights – Title VI Assurance (49 USC § 47123; FAA Order 1400.11)
4. Davis-Bacon Act (2 CFR § 200, Appendix II(D); 29 CFR Part 5)
5. Debarment and Suspension (2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5)
6. Disadvantaged Business Enterprise (49 CFR part 26)
7. Trade Restriction (49 USC § 50104; 49 CFR part 30)
8. 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)
9. Procurement of Recovered Materials (2 CFR § 200.322; 40 CFR part 247; Solid Waste Disposal Act)