

# Council Business Meeting

May 4, 2021

<b>Agenda Item</b>	Approval of a Personal Services Contract for Phase 1 of the Parallel Taxiway Rehabilitation Project	
<b>From</b>	Scott Fleury, PE Chance Metcalf	Public Works Director Project Manager
<b>Contact</b>	<a href="mailto:scott.fleury@ashland.or.us">scott.fleury@ashland.or.us</a> ; (541) 552-2412 <a href="mailto:chance.metcalf@ashland.or.us">chance.metcalf@ashland.or.us</a> ; (541) 552-2448	

## **SUMMARY**

Before Council is a personal services contract for professional engineering services for Phase 1 of the Parallel Taxiway Rehabilitation Project with Century West Engineering. This project was publicly advertised with a formal Qualifications Based Proposal (RFQ). Century West was selected as the most qualified among two proposers. The purpose of this project is to rehabilitate the parallel taxiway due to being listed in the 2016 ODA Pavement Maintenance report as satisfactory to poor. Work elements for the project are general mill and overlay of the taxiway, new subsurface drainage, new taxiway edge lights and new mandatory lighted hold position signs.

## **POLICIES, PLANS & GOALS SUPPORTED**

City Council Goals and Objectives

- Strengthen the Ashland Municipal Airport as an enterprise.

Value Services

- Emergency Preparedness

CEAP Goals:

- Address Climate Change by helping to reduce Ashland's greenhouse gas emissions and to prepare the city's communities, systems, and resources to be more resilient to climate change impacts.

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

## **PREVIOUS COUNCIL ACTION**

Council approved the Capital Improvements Program (CIP) on April 2, 2019 that include phase 1 of the Parallel Taxiway Rehabilitation project and subsequently the 2019-21 biennium budget which included budget appropriations for the project. The project was also included in the 2021-2023 biennium Capital Improvement Program and requested for budget appropriations in the 2021-23 BN budget.

On March 16, 2021, Council authorized the City Manager to sign the final grant acceptances from the Federal Aviation Administration (FAA) and the Oregon Department of Aviation (ODA) based on the initial applications and final approvals from the FAA and ODA for Phase 1 of the Parallel Taxiway Rehabilitation Project at Ashland's Municipal Airport with the understanding that authorizing signing the Disadvantaged Business Enterprise (DBE) would be part of the grant acceptance process.

On April 20, 2021, Council authorized the City Manager to sign the final Disadvantaged Business Enterprise (DBE) Program. This program is a requirement of the Federal Aviation Administration (FAA) that allows the Ashland Municipal Airport to receive grant funding for Airport Improvement Projects (AIP).

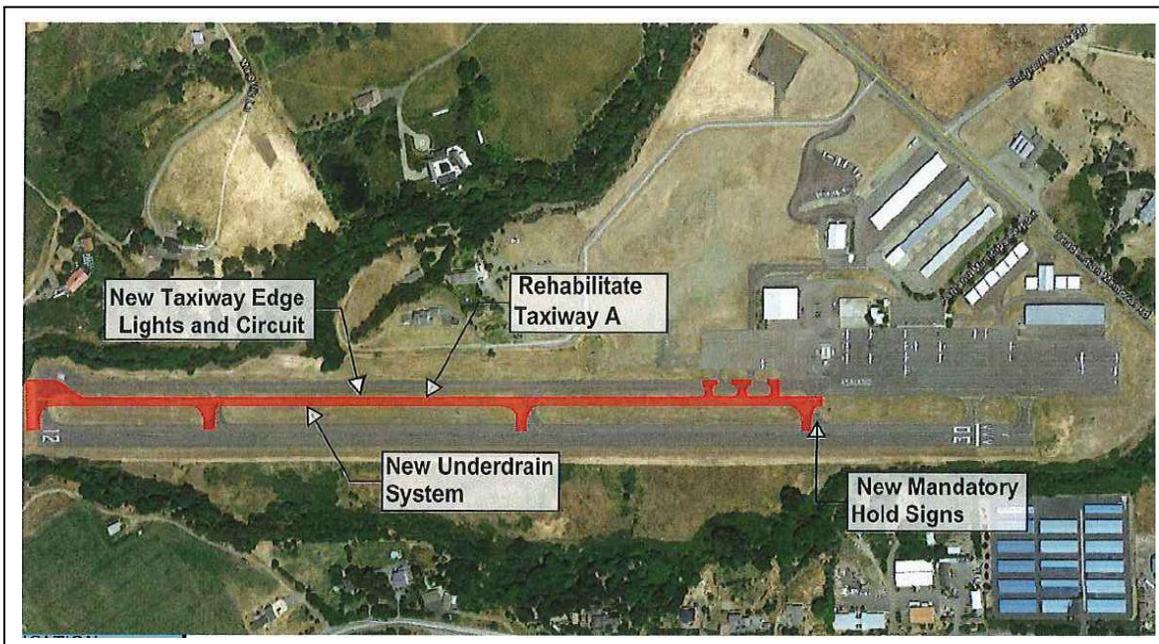
### **BACKGROUND AND ADDITIONAL INFORMATION**

The City was previously notified by the FAA that in order to be awarded grant funding to support the project in the upcoming biennium numerous steps would be required. These requirements included developing a consultant solicitation document using the formal qualifications based selection (QBS) process; selecting the most qualified consultant; negotiating a scope and fee for services, providing for third party review of the scope and fee for the project and developing Disadvantage Business Enterprise (DBE) Program. All these steps have been completed which qualifies us for the formal grant offers. The final step is approving a personal services contract for professional Engineering Services with Century West Engineering.

The previously accepted grant applications and DBE program report is expected to produce a formal grant offer for the project from the FAA which will support phase 1 engineering.

### **Project Description:**

The airports parallel taxiway is shown in the 2016 ODA Pavement Maintenance report as satisfactory to poor. Work elements for the project are general mill and overlay of the taxiway, new subsurface drainage, new taxiway edge lights and new mandatory lighted hold position signs. Project is intended to be grant funded at 90 percent from the Federal Aviation Administration Grant requiring ten percent match through the Airport Fund with nine percent of the required match funded through the Critical Care Airport Relief grant leaving one percent coming from airport fund revenues generated through hangar leases and rentals.



### **Consultant Selection Process:**

On January 5, 2021, a Qualifications Based Selection Proposal for professional services for the Airport five year CIP list including Phase 1 of the Parallel Taxiway Rehabilitation project was advertised on the Oregon Procurement Information Network (ORPIN), in the Daily Journal of Commerce, the Mail Tribune, and posted on the City's website. This solicitation document was developed internally by staff and approved by the FAA and Legal Department prior to release. A qualifications selection process entails selecting a consultant solely on their qualifications to perform the proposals scope of work. Once a consultant is selected a final scope and associated fee is developed.

On February 2, 2021 the City of Ashland received two proposals to provide engineering services for the development of Phase 1 Parallel Taxiway Rehabilitation project. An approval team of Karl Johnson, Associate Engineer; Kaylea Kathol, Senior Project Manager; Kevin Caldwell, Senior Project Manager; Kevin Golden, Engineering Technician 2; Ciara Marshall, Water Resource Technician; and Chance Metcalf, Project Manager completed a comprehensive review of the proposals on February 9, 2021. Each proposal was scored in accordance with the criteria listed in the Request for Proposal document. Scoring was conducted individually and independently by each team member with the scores totaled to determine the top ranked firm. The results of the scoring are as follows:

CONSULTANT	TOTAL SCORE	RANK
Century West	575	1
Precision Approach	562	2

Notice of Intent to Award and Negotiate was sent to all proposers on February 10, 2021. After notice was sent staff began working with the FAA, ODA and Century West Engineering on all steps defined above as necessary to receiving funding.

**FISCAL IMPACTS**

The 2019-21 and subsequent request for the 2021-23 Biennium Budget (BN) include(d) requested appropriations to support the project in total. The phase 1 budget amount is \$263,000 making the proposed engineering Scope & Fee fall under budget at \$261,328.70. The phase II construction fee is currently estimated to be \$2,598,000 but will be revised during the engineering design phase.

The project is expected to receive 99 percent grant funding through both the FAA grant and ODA COAR grant, leaving the remaining one percent to be covered by airport revenues.

**STAFF RECOMMENDATION**

Staff recommends Council move approval of a contract for professional engineering services with Century West Engineering in the amount of \$261,328.70 for Phase 1 of the Parallel Taxiway Rehabilitation Project.

**ACTIONS, OPTIONS & POTENTIAL MOTIONS**

I move approval of a contract for professional engineering services with Century West Engineering in the amount of \$261,328.70 for Phase 1 of the Parallel Taxiway Rehabilitation Project.

**REFERENCES & ATTACHMENTS**

Attachment 1: Personal Services Contract between the City and Century West Engineering

**PERSONAL SERVICES AGREEMENT (GREATER THAN \$25,000.00)**

<p><b>CITY OF ASHLAND</b> 20 East Main Street Ashland, Oregon 97520 Telephone: 541-488-5587 Fax: 541-552-6006</p>	<p>CONSULTANT: Century West Engineering Corporation</p> <p>CONSULTANT'S CONTACT: <a href="mailto:wrogers@centurywest.com">wrogers@centurywest.com</a>, <a href="mailto:theadley@centurywest.com">theadley@centurywest.com</a></p> <p>ADDRESS: 1020 SW Emkay Drive, Suite 100 Bend, Oregon 97702</p> <p>TELEPHONE: 541-322-8962</p>
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This Personal Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter the "City" or "Owner"), and Century West Engineering Corporation, a domestic business corporation ("hereinafter "Consultant" or "Contractor"), for Phase 1 of the Parallel Taxiway Rehabilitation Project at the Ashland Municipal Airport.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the City and Consultant hereby agree as follows:

- 1. Effective Date and Duration:** This Agreement shall become effective on the date of execution on behalf of the City, as set forth below (the "Effective Date"), and unless sooner terminated as specifically provided herein, shall terminate upon the City's affirmative acceptance of Consultant's Work as complete and Consultant's acceptance of the City's final payment therefore, but not later than June 30, 2022.
- 2. Scope of Work:** Consultant will provide all engineering design and bidding services necessary for Phase 1 of the Parallel Taxiway Rehabilitation project as more fully set forth in the Consultant's eighteen (18) page Scope of Work dated March 15, 2021, which is attached hereto as "Exhibit A" and incorporated herein by this reference. Consultant's services are collectively referred to in this Agreement as the "Work."
- 3. Compensation:** The City shall pay Consultant the hourly rates and other fees and expenses as set forth in its Project Task spreadsheet attached hereto as "Exhibit B" and incorporated herein, up to the sum of **\$261,328.70 (two hundred sixty-one thousand, three hundred and twenty-eight U.S. dollars and seventy cents)** as full compensation for Consultant's performance of all Work under this Agreement. In no event shall Consultant's total of all compensation and reimbursement under this Agreement exceed the sum of **\$261,328.70 (two hundred sixty-one thousand, three hundred and twenty-eight U.S. dollars and seventy cents)** without the express, written approval from the City official whose signature appears below, or such official's successor in office. Payments shall be made within thirty (30) days of the date of receipt by the City of Consultant's invoice. Should this Agreement be terminated prior to completion of all

Work, payments will be made for any phase of the Work completed and accepted as of the date of termination.

4. **Supporting Documents/Conflicting Provisions:** This Agreement and its exhibits or other supporting documents shall be construed to be mutually complementary and supplementary wherever possible. In the event of a conflict between this Agreement and its exhibits which cannot be so resolved, the provisions of “Exhibit D, Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects,” shall control. In the event of conflict between the provisions of this Agreement and the provisions in any exhibit other than “Exhibit D,” the provisions of this Agreement shall control.
5. **All Costs Borne by Consultant:** Consultant shall, at its own risk, perform the Work described above and, unless otherwise specified in this Agreement, furnish all labor, equipment, and materials required for the proper performance of such Work.
6. **Qualified Work:** Consultant has represented, and by entering into this Agreement now represents, that all personnel assigned to the Work to be performed under this Agreement are fully qualified to perform the services to which they will be assigned in a skilled manner and, if required to be registered, licensed, or bonded by the State of Oregon, are so registered, licensed, or bonded.
7. **Ownership of Work/Documents:** All Work, work product, or other documents produced in furtherance of this Agreement belong to the City, and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City.
8. **Statutory Requirements:** The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
9. **Living Wage Requirements:** If the amount of this Agreement is \$22,002.43 or more, Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Consultant is also required to post the notice attached hereto as “Exhibit C” predominantly in areas where it will be seen by all employees.
10. **Indemnification:** Consultant hereby agrees to defend, indemnify, save, and hold City, its officers, employees, and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the negligent performance of this Agreement by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform Work or services attendant to this Agreement). However, Consultant shall not be held responsible for any losses, expenses, claims, costs, judgments, or other damages, caused solely by the gross negligence of City.
11. **Termination:**
  - a. Mutual Consent. This Agreement may be terminated at any time by the mutual consent of both parties.
  - b. City's Convenience. This Agreement may be terminated by City at any time upon not

- less than thirty (30) days' prior written notice delivered by certified mail or in person.
- c. For Cause. City may terminate or modify this Agreement, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:
- i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
  - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement; or
  - iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.
- d. For Default or Breach.
- i. Either City or Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and its intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period as the party giving the notice may authorize in writing, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.
  - ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this Agreement. City, by written notice to Consultant of default or breach, may at any time terminate the whole or any part of this Agreement if Consultant fails to provide the Work called for by this Agreement within the time specified herein or within any extension thereof.
  - iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- e. Obligation/Liability of Parties. Termination or modification of this Agreement pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to Subsection a, b, c, or d of this section, Consultant shall immediately cease all activities under this Agreement, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. City shall pay Consultant for Work performed prior to the termination date if such Work was performed in accordance with this Agreement.

**12. Independent Contractor Status:** Consultant is an independent contractor and not an employee of the City for any purpose. Consultant shall have the complete responsibility for the

performance of this Agreement. Consultant shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform Work pursuant to this Agreement. Consultant is a subject employer that will comply with ORS 656.017.

13. **Assignment:** Consultant shall not assign this Agreement or subcontract any portion of the Work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract of the Work shall not create any contractual relation between the assignee or subcontractor and City.
14. **Default.** The Consultant shall be in default of this Agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Agreement; or attempts to assign rights in, or delegate duties under, this Agreement.
15. **Insurance.** Consultant shall, at its own expense, maintain the following insurance:
  - a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
  - b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence. This is to cover any damages caused by error, omission or negligent acts related to the Work to be provided under this Agreement.
  - c. General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury, Death, and Property Damage.
  - d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 (one million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
  - e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days' prior written notice from the Consultant or its insurer(s) to the City.
  - f. Additional Insured/Endorsements. Consultant shall name the City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's services to be provided as set forth in this Agreement. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable endorsements and insurance certificates to the City prior to commencing any of the Work under this Agreement. The endorsement will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

- 16. Nondiscrimination:** Consultant agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of any Work under this Agreement when employed by Consultant. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Consultant agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.
- 17. Consultant's Compliance With Tax Laws:**
- 17.1 Consultant represents and warrants to the City that:
- 17.1.1 Consultant shall, throughout the term of this Agreement, including any extensions hereof, comply with:
- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
  - (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
  - (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.
- 17.1.2 Consultant, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:
- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
  - (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
  - (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.
- 18. Federal Aviation Administration (FAA) Requirements.** The provisions required by the FAA for Airport Improvement Program Projects are set forth in "Exhibit D, Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects" which is attached hereto and fully incorporated herein by this reference.
- 19. Notice.** Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed at the address or facsimile number set forth below:

**If to the City:**

City of Ashland – Public Works Department  
Attn: Contract Administrator  
20 East Main Street  
Ashland, Oregon 97520

**With a copy to:**

City of Ashland – Legal Department  
20 E. Main Street  
Ashland, Oregon 97520  
Phone: (541) 488-5350

**If to Consultant:**

Century West Engineering Corporation  
1020 SW Emkay Drive, Suite 100  
Bend, Oregon 97702

20. **Governing Law.** This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
21. **Amendments.** This Agreement may be amended only by written instrument executed by both parties with the same formalities as this Agreement.
22. **Nonappropriations Clause.** Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this Agreement attributable to Work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Agreement without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.
23. THIS AGREEMENT AND THE ATTACHED EXHIBITS CONSTITUTE THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

24. **Certification.** Consultant agrees to and shall sign the certification attached hereto as "Exhibit E" and incorporated herein by this reference.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

**CITY OF ASHLAND:**

**CENTURY WEST ENGINEERING CORPORATION (CONSULTANT):**

By: \_\_\_\_\_  
Adam Hanks, City Manager Pro Tem

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Purchase Order No. \_\_\_\_\_

**(W-9** is to be submitted with this signed Agreement)

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Assistant City Attorney

  
\_\_\_\_\_  
Date

## **Scope of Work**

### **Ashland Municipal Airport – City of Ashland Parallel Taxiway Rehabilitation: Phase I – Design**

**Rev 1 – March 15, 2021**

**Rev 0 – March 12, 2021**

#### **GENERAL PROJECT DESCRIPTION, BACKGROUND, & PURPOSE/NEED**

The scope of the project is to provide engineering design and bidding services for the Ashland Municipal Airport's proposed pavement rehabilitation of Taxiway A and its connector taxiways and run-up area. Also included are new underdrains, edge lights, and lighted signs. Construction administration services will be covered on a future scope of work. This Scope of Work is prepared in accordance with FAA Advisory Circular 150/5100-14E, Change 1.

Taxiway A is Ashland's single parallel taxiway and is 3,930 feet long by 30 feet wide with varying base and asphalt pavement sections along its length. The taxiway has neither underdrains nor edge lighting. The existing pavements of the taxiway and six taxiway connectors are showing deterioration, surface cracking, and areas of surface deflection. These pavement areas exhibit 2019 Pavement Condition Index (PCI) ratings between 64 and 79, indicating the need for pavement rehabilitation.

Pavement Condition Index values of the parallel Taxiway pavements dropped significantly between the 2009 and 2013. In response to the declines, regular maintenance inputs from the Oregon Department of Aviation's Pavement Maintenance Program were used in an effort to stabilize the PCI declines. This included programming large amounts of asphalt patching work in 2014 and 2017 to address the worst failures on the Taxiway. In each of these PMP cycles, budget-limited patching quantities could not address the full extent of the Taxiway pavement failures. When all the quantities were field measured and calculated for the 2014 project, nearly 10% of the Taxiway pavement surface was identified as being in need of full section patches. In 2017, the total quantity of patching was too large to be included in the PMP work due to budget constraints. While the majority of the Taxiway pavement is proposed for grind and overlay pavement rehabilitation, the project design will determine the extent to which localized pavement reconstruction is warranted.

The pavement rehabilitation project will generally maintain existing pavement longitudinal and transverse grading characteristics to minimize the extent of grading tie-in surrounding the project envelope.

In addition to pavement rehabilitation, the project proposes to update Taxiway A with an underdrain system and an edge lighting system. The project is expected to require minor regrading of taxiway shoulder and safety areas to re-establish compliance with transverse grade and material compaction requirements.

An Environmental Determination was made for the project by the Seattle ADO on March 4, 2021, followed by an ARP SOP 5.1 CATEX signed by the FAA on March 10, 2021. This effort is included in this scope of work.

Within this scope the Airport Owner (City of Ashland) is referred to as the “Sponsor” or “Airport”

No Sponsor Force Account work will not be considered for this project, and any concurrent work conducted by the Airport or its contractors will be let through a separate agreement, distinct from the AIP-funded contract work.

This scope of work details activities and work elements needed for Century West Engineering (the Consultant) to perform design, bidding, and project closeout services for the work.

The improvements include:

- Taxiway Rehabilitation, including connector taxiways, run-up apron, and taxiway beyond RW threshold (3,930 ft by width determined during design)
  - Dig out and replace approximately 2,700 SY of failed pavement section
  - Grind and 3” overlay
- New taxiway edge lighting, including new conduit/wire and electrical building improvements
- New underdrains
- Associated drainage improvements
- New airfield signage and pavement marking associated with the taxiway and its connectors
- Replace the Constant Current Regulator (CCR), if required;
- Replace the Radio Control Equipment, if required;
- Construct electrical room modifications as needed for the CCR and radio control equipment replacement and associated NEC code updates; and
- Upgrade/modify existing power and control, as required.
- Associated shoulder grading, topsoil, seeding, and restoration

The following tasks, assumptions, exclusions, and schedule are proposed for completion of this project.

## **A. DESIGN & BIDDING SERVICES**

### **TASK 1 – PROJECT MANAGEMENT / ADMINISTRATION**

*These are the tasks necessary to assist the Sponsor and carry out management and oversight of project delivery, including project formulation, coordination from project formulation through project close out.*

**Task 1 Work Items:**

1. Finalize project formulation, work scope, fee estimate, and negotiate contract with the Sponsor.
2. Provide a detailed scope of work and figures without costs to Sponsor for obtaining an independent fee estimate (IFE) by a separate Engineer.
3. Provide Sponsor with Record of Negotiations (RON) documentation template. Sponsor will prepare and submit RON documentation for FAA review.
4. Carry out project administration including, but not limited to monitoring design and project schedules, coordination of project with the Sponsor, monitoring and reporting technical and budget issues to the Sponsor, preparation of monthly consultant invoices for submittal to the Sponsor. Assume 4 hours per month over a 12-month period for design, bidding, and project closeout, by the Senior Project Manager, and 2 hours per month over the same period for the Project Coordinator (Administrative Assistant).
5. Attend Pre-Design Conference with the Sponsor and FAA via telephone or video conference. The Consultant will prepare the meeting agenda using the FAA's Pre-Design Conference Checklist, and—if needed—provide a conference call-in number. The Consultant will prepare and distribute meeting minutes to attendees. The Senior Project Manager and Senior Project Engineer will attend the meeting.
6. Coordinate project team and sub-consultants. Assume 4 hours per month for the Senior Project Manager for a 12-month period.
7. Provide a project schedule to the Sponsor and FAA. Up to 3 revisions are anticipated, beginning with the Pre-Design Conference.
8. Assist Sponsor with the submittal of FAA Sponsor Certification forms (up to 6).
9. Prepare the Design Only Grant application and associated sketches (FY21). The grant application will be submitted after the Sponsor has submitted the Record of Negotiations, and will include design and bidding services.
10. Prepare the Construction Grant application and associated sketches (FY22). The grant application will be submitted after the FAA has provided concurrence with the award of the construction bid. The grant application will include construction, construction management services, and project closeout services.
11. Assist the Sponsor in the administration and reporting for annual FAA reports and/or other funding programs and development of overall program costs. Annual FAA reports are anticipated to be required for up to two fiscal years (FY21 and FY22).
12. Prepare FAA Form 7460s for submittal to FAA. The 7460 submittal for the CSPP is included in Task 8. Up to (13) 7460s are anticipated include the following:

- Taxiway Hold Line Guidance Signs (permanent) – 5
  - Contractor Staging Area and Access Routes (temporary) – 4
  - Construction Work Areas (temporary) – 7
13. Prepare and submit up to 5 FAA Quarterly Performance Reports via email to the FAA Project Manager.
  14. Prepare Strategic Event Notification forms for submittal to FAA as needed. It is anticipated one Strategic Event Form will be submitted notifying the FAA of the temporary Runway closure required for taxiway tie-in rehabilitation expected to occur in 2022; however, subsequent Strategic Event Forms will be prepared under a separate agreement once construction timelines are finalized.
  15. Coordinate and prepare DEQ NPDES 1200-C Permit and submit to DEQ. The Senior Project Manager will facilitate and attend up to three (3) meetings with agency officials for the coordination of this permit. A project exhibit will be prepared as part of the agency coordination and permit application submittal package. This task also includes the preparation of materials necessary to apply for a Land Use Compatibility Statement. Fees for permits and applications will be paid by the Sponsor.
  16. Conduct in-house quality control and quality assurance (QA/QC) for each element of civil design. This work is performed by a Principal-in-Charge.
  17. Conduct in-house quality control and quality assurance (QA/QC) for each element of electrical design. This work is performed by a Senior Electrical Project Manager.
  18. Attend up to 3 meetings at the Ashland Airport and City offices during the design of the project to provide Airport management and City of Ashland staff project updates and status reports. The Senior Project Manager will attend the meetings.
  19. Attend 1 Airport Stakeholder meeting to coordinate with users, the FBO, flight training, tenants, and others regarding the project and its planned construction closures. These coordination efforts are anticipated to be affect the proposed project scheduling, phasing, and staging and will be reflected as appropriate in the CSPP. The Senior Project Manager and Senior Project Engineer will attend the meetings.
  20. Conduct in-house Airport Safety Training for Century West staff and subconsultants who will be working within active aircraft movement areas of Ashland Municipal Airport. This training will be conducted virtually and includes one day of classroom instruction tailored to the work anticipated at the Airport. Airport FBO and City staff are anticipated to be included as presenters and/or observers during the training session.

### Task 1 Summary

Anticipated Schedule: March 2021-June 2022.

Deliverables:

- Scope and Fee (PDF)
- IFE Spreadsheet (Excel)
- Pre-Design Conference Minutes (PDF)
- Project Schedule (PDF)
- Sponsor Certification Forms (PDF)
- 7460s (Submitted online via OE/AAA Website)
- Quarterly Performance Reports (PDF)
- Strategic Event Forms (PDF)
- DEQ 1200-C Permit Application Materials and Submittal (PDF)

## **TASK 2 – DBE PROGRAM AND GOAL**

*The City of Ashland does not currently have an approved DBE Program and Goal on file with the FAA's DBE Office. It is assumed for this scope that DBE reporting has not been performed in recent years. This task includes the effort necessary to put the Sponsor in good standing with the FAA's DBE Office Requirements which is a requirement for AIP grant issuance.*

### **Task 2 Work Items:**

1. Revise DBE Program and Goal for FY21-FY23. Subtasks include the following:
  - Prepare Draft DBE Goal calculation for FY21-FY23, incorporating current CIP projects anticipated at the Airport. Prepare DBE Plan/Program documents and coordinate submittal to FAA Civil Rights. One (1) hard copy will be mailed to the Sponsor for viewing during the 30-day public review period. The Consultant will provide a Notice of Availability to be posted on the Sponsor's website during the Public Review period and in the Newspaper of Record. The Sponsor will pay the cost for advertising the Notice of Availability in the Newspaper of Record.
  - Engineer will coordinate with minority, women's and general Contractor groups, and community organizations who can share information on the availability of DBEs in the area, per Department of Transportation DBE Program – 49 CFR Part 26. Century West will coordinate with the Business Oregon (<http://www.oregon4biz.com/How-We-Can-Help/COBID/DBE/>) directory to identify potential interested DBE general Contractor groups in the area. A conference call will be held with a representative from Business Oregon, if available, and interested parties, Engineer, and the Sponsor to discuss the DBE goal calculation and process and request feedback. Comments received will be incorporated in to the Final DBE Plan.
  - Prepare Final Draft DBE Plan for FAA review. It is anticipated up to two revisions to the Final Draft will be required incorporating FAA comments.

2. Complete the Annual Uniform DBE Report and submit via online FAA Civil Rights portal. Up to three submittals are anticipated for FY2020, FY2021, and FY2022.

### Task 2 Summary

Anticipated Schedule: March 2021 - May 2021.

#### Deliverables:

- Draft DBE Plan and Goal (PDF)
- Notice of Availability (Word)
- Conference Call and Comment Sheet (PDF)
- Final Draft DBE Plan and Goal (PDF)
- Annual Uniform DBE Reports for FY20 and FY21 (PDF)

### **TASK 3 – GEOTECHNICAL INVESTIGATION**

*A geotechnical investigation will be conducted to provide necessary subsurface information for the project design. All available data from previous geotechnical investigations will be reviewed as needed for the project.*

#### **Task 3 Work Items:**

1. Perform site visit during Geotechnical Investigation work to coordinate activities with Airport operations. It is anticipated the Geotechnical field work will occur over two consecutive days. The Project Engineer will perform the site visit.
2. Perform a site investigation that includes the excavation of 4 test pits adjacent to the Parallel Taxiway, but outside the paved area. Perform test pit explorations as close as practical to the edge of pavement to assess soil characteristics for underdrain construction. The test pits will extend to a maximum depth of 5 feet, unless practical digging refusal is encountered at shallower depths. The test pits will be used to collect soil samples for laboratory testing and preparation of field logs.
3. Drill up to 2 borings outside of the paved area to collect soil samples and identify the subsurface conditions. The borings will extend to a maximum depth of 10 feet, unless practical digging refusal is encountered at shallower depths. The boring locations will coincide with in-situ infiltration testing.
4. Core the existing Parallel Taxiway pavement (up to 10 cores) and six (6) connector taxiways (6 cores), up to 16 total cores. Determine the thickness of the existing asphalt pavement, depth of existing base material, depth of existing subbase material (if present), and consistency of the native subgrade. Completed dynamic cone penetrometer (DCP) testing on the subgrade and base rock to estimate the in-situ soil resilient modulus. Patch core holes with non-shrink grout or asphaltic concrete (AC) cold patch to match existing section.
5. Prepare a tabulation of all core data and DCP test data.

6. Examine the collected soil samples in the laboratory. The following test program is anticipated:
  - Up to 3, three-point CBR tests (ASTM D1883);
  - 3 Standard Proctor moisture-density tests (ASTM D698);
  - 4 Atterberg limit determinations (ASTM D4318);
  - 3 sieve/hydrometer grain-size tests (ASTM D422);
  - 6 sieve grain-size tests, washed (ASTM C136/C117);
  - Unit weigh and moisture content determination for each sample taken;
  - 2 infiltration tests (in-situ tests); and
  - FAA soil classification for each sample taken.

The actual testing program will be selected based on the variation in soil conditions encountered across the project area.

7. Make recommendations of geotextile and/or geogrid material to be utilized to prepare the subgrade.
8. Make recommendation for the suitability of Full Depth Reclamation (FDR) to meet P-207 specification in areas outside of overlay limits.
9. Make recommendations on the potential reuse of existing base rock and asphalt section as subbase course in areas of full-depth reconstruction. Assist in developing specific language for treatment and condition of existing material to meet P-154 specification.
10. Make recommendations on the suitability of the existing base rock section for AC overlay construction.
11. Prepare a preliminary soils report presenting preliminary findings, test results and recommendations. Review and discuss findings and recommendations with the Engineer, prior to preparing a final report. The report shall specifically include recommendations regarding pavement underdrains, frost considerations for pavement section design, the potential for encountering unsuitable materials.
12. Prepare a final soils report presenting final recommendations, findings and test results.

### Task 3 Summary

Anticipated Schedule: July 2021-August 2021.

Deliverables:

- Preliminary Soils Report (PDF)
- Final Soils Report (PDF)

## **TASK 4 – DESIGN SURVEY**

*A full topographic survey of the project limits will be performed for this project. Existing benchmarks and monuments will be incorporated.*

### **Task 4 Work Items:**

1. Perform two-day site visit during Survey work to coordinate activities with Airport operations. The Project Engineer will perform the site visit.
2. Establish horizontal (NAD 83/91 or past datums used at the Airport) and vertical control (NAVD 88) for survey work at the airport. Establish one benchmark for elevation control and a minimum of three additional points for horizontal control.
3. Conduct a topographic survey of the following areas:
  - The survey shall tie the RW 12-30 centerline and identify its endpoints, Runway 30 displaced threshold, and locate runway end monuments, if any.
  - Survey the area for the Parallel Taxiway rehabilitation.

The survey shall extend from the centerline of Runway 12-30 to a distance of 50' west of the Runway 12-30 centerline, a distance 100' north and south of the edge of Runway 12-30 pavement, a distance 100' east of the Parallel Taxiway east edge of pavement centerline or to the top of the creek bank (whichever is less), extending from the western edge of Runway 17-35 approximately 3,500' to the west (158,200 SY +/-).

Runway/Taxiway/Apron survey data, on pavement surfaces, shall be collected at cross sections on a 25' (maximum) interval or a 25' (maximum) grid as appropriate. Survey data, off of pavement surfaces, shall be collected at cross sections on a 50' (maximum) interval or a 50' (maximum) grid as appropriate.

The survey map shall locate the airport property line, however, this is not a boundary survey.

The topographic survey shall show existing pavement striping/markings, edge lights and reflectors, signs, ditches, swales, drainage structures (invert and rim elevations), drainage conveyance (invert and material type), fences, buildings, tie-down anchors, pavement edges (AC and PCC) gravel areas, roadways, utilities, test pits, pavement core locations, NAVAIDS and other structures or surface features within the survey limits.

4. Conduct limited surveying of Airport pavements and features outside of the topographic limits.

The purpose of the limited survey is to identify existing pavement markings, surface features/structures, edge lights, tie down anchors, fuel tanks, bollards,

guidance signs, and other features on pavement so that the existing layout and geometry can be accurately reestablished.

The surveying shall also include physical surface features such as edge lights, guidance signs (noting legend on each face), catch basins, inlets, trench drains, manholes, valve boxes, vaults, duct bank markers, and other structures that could be impacted by the project.

The survey shall identify the edges of the existing electrical room building and the electrical room location in the building.

5. Contact the utility notification (“one call”) center to request utility locates within the survey limits.
6. Engage a utility locate firm to locate on-airport utilities and coordinate on-airport utility locations with the airport. Coordinate the location of FAA owned facilities through the airport.
7. Using the data collected from survey develop a digital terrain model of the area surveyed.
8. Develop a contour map at a scale of 1”=50’ for use in the design. The contour interval shall be 0.5 feet.
9. Elevations on pavement areas, and for drainage structures shall be accurate to 0.01 feet and natural ground elevations shall be accurate to 0.10 feet. Runway centerline elevations shall be accurate to 0.05 feet.

#### Task 4 Summary

Anticipated Schedule: July 2021 – August 2021.

Deliverables:

- Final Digital Terrain Model (DWG)

#### **TASK 5 – DOCUMENTED CATEX**

*An Environmental Determination was required by the FAA for this project. As a result of the Environmental Determination provided by the FAA on March 4, 2021, a Documented CATEX was required prior to the project grant programming. This task summarizes the work to achieve a signed Documented CATEX within the required schedule.*

#### **Task 5 Work Items:**

1. Prepare Preliminary Project Exhibit for Environmental Determination. This exhibit will provide an aerial overview of the proposed work, current at the time of project formulation. If applicable, this will include a preliminary cross-section schematic or

other indication of subsurface project extents. No more than two PDF 11"x17" exhibits are anticipated with this task. (4 hours PM, 6 hours Staff Engr./EIT/CAD)

2. Prepare and submit Request for Environmental Determination to FAA Environmental Specialist. This email submittal will include a brief description of the project, its anticipated access/haul routes, and staging areas to the extent these are known at the time of request. The Request will reference anticipated applicable sections of the current FAA Order 5050.4 and Chapter 5-6.4.e of FAA Order 1050.1. The Preliminary Project Exhibit for Environmental Determination will be attached for reference.
3. Following receipt of FAA Environmental Specialist's Environmental Determination, this task may require a Documented CATEX in accordance with ARP SOP 5.1. If this checklist is requested by the FAA, the following tasks will be performed:
  - a. Prepare a Draft SOP 5.1 checklist for review by the Sponsor. This checklist will identify any known existing conditions that warrant further explanation with the Cover Memo described below.
  - b. Prepare a Draft SOP 5.1 Cover Memo and attachments to provide necessary detail for SOP 5.1 checklist responses. Anticipated attachments include: FEMA FIRM Map, Wetland Delineation, Applicable City/County code language, prior environmental studies.
  - c. Incorporate Sponsor comments, finalize, and assemble CATEX SOP 5.1 Package including Cover Memo, signed SOP 5.1 Checklist, and attachments. Submit package PDF to FAA Environmental Specialist for review.

#### Task 5 Summary

Anticipated Schedule: March 2021

Deliverables:

- Request for Environmental Determination (email and PDF attachments)
- CATEX SOP 5.1 Package including Cover Memo (PDF)

## **TASK 6 - ELECTRICAL, LIGHTING, & SIGNAGE**

*An electrical evaluation will be prepared as part of this project to ensure the design team is knowledgeable of existing conditions. As part of this task, a 50% preliminary design of the proposed electrical improvements will provide sufficient information related to the location, material quantities, and construction requirements of the proposed improvements to perform evaluations based on the various impact categories. This scope task also covers the effort necessary to complete the electrical design and prepare bid documents. All electrical design can be prepared for implementation as incremental Bid Additives, if needed.*

### **Task 6 Work Items:**

1. Perform an electrical assessment to determine the existing airport electrical system's capability of supporting the planned electrical improvements. The Senior Electrical Project Manager will perform the site visit.
2. Prepare an assessment summary memo that includes the summary of conditions and recommendations of improvements.
3. Submit draft electrical assessment summary memo to FAA and Airport for review and comment.
4. Prepare preliminary design alternatives of electrical improvements and associated quantities and cost estimate. Submit to FAA and Airport for review and comment.
5. Provide the 90% and final electrical design for the proposed improvements. Electrical design includes preparing electrical plans, specifications, estimates, and addressing review comments. Design shall include the following items as incremental bid additives:
  - New taxiway circuit complete, including conduit and cable, base cans, edge lights and transformers.
  - New taxiway constant current regulator.
  - New taxiway hold position and guidance signs.
6. Provide electrical Bidding Assistance: Provide bidding support services relating to the electrical design for the proposed improvements. Electrical bidding support services include responding to bidding questions, and assisting with addenda.

### Task 6 Summary

Anticipated Schedule: July 2021 – February 2022.

#### Deliverables:

- Assessment Summary Memo (PDF)
- 50% Preliminary electrical design, quantities, and cost estimate

- 90% level design documents (plans, specs)
- Final design documents (plans, specs)
- Estimate of probable cost for electrical bid items at each design level
- Electrical RFI and Addenda, as required

## **TASK 7 - 30% DESIGN**

*This 30% design task will provide both the Sponsor and the FAA a review of the preliminary evaluation and early design considerations and recommendations. This includes the effort needed to solicit, receive, record and incorporate into the final form of the preliminary design documents, all comments on preliminary design from the Sponsor and the FAA.*

### **Task 7 Work Items:**

1. Review past mapping, plans, documents and other available information pertaining to the project.
2. Century West's Senior Project Manager will perform a site visit to review and assess the condition of the pavement as it relates to the available treatment options.
3. Collect and review information of existing pavement and subsurface conditions of taxiway pavements, and prepare a pavement rehabilitation technical memo summarizing alternatives analysis and recommendations for each pavement area to be rehabilitated. It is anticipated that several different forms of rehabilitation could be recommended for each element. Cost estimates for each alternative will be assembled and included as part of the memo. The technical memo will be included in the engineer's design report.
4. Prepare and submit 30% construction plans or exhibits for review by the City of Ashland and FAA (43 sheets).
5. Prepare and submit a 30% contract manual for review by the City of Ashland and FAA. This will include City of Ashland and federal required provisions and a list of the technical specifications anticipated to be used for the project. If applicable, Modifications of Standards request(s) will be submitted to the FAA as part of this deliverable.
6. Prepare and submit 30% cost estimate and bid item list.

### Task 7 Summary

Anticipated Schedule: August 2021 – September 2021.

#### Deliverables:

- Pavement Rehabilitation Summary Memo
- 30% level plans and exhibits

- 30% Contract Manual including, list of FAA Technical Specifications to be used, including proposed Modification of Standards, if applicable.
- Estimate of probable cost for anticipated bid schedules

### **TASK 8 – 90% DESIGN**

*This task includes the effort necessary to provide the Sponsor and FAA Project Manager with a comprehensive 90% draft design and bidding package for review, with adequate time to receive, respond to, and incorporate review feedback.*

#### **Task 8 Work Items:**

1. Prepare a pavement section design for the taxiway areas requiring reconstruction. Prepare asphalt pavement section design utilizing the current version of FAARFIELD design software and FAA AC 150/5320-6. Aircraft fleet information will be taken from forecasts developed in the 2020 Airport Master Plan Update.
2. Prepare construction phasing/safety/work area plan drawings to be incorporated into the construction plan set.
3. Prepare a paving and grading plan for areas of pavement rehabilitation and reconstruction.
4. Develop plan and profile for the parallel taxiway and connector taxiways. This will be used to verify that existing grades meet current FAA guidance for longitudinal and transverse grades. This also provides consideration of the project's potential for impact to future pavement rehabilitation projects with regard to grade requirements.
5. Prepare a demolition plan to depict items scheduled for removal and protection.
6. Incorporate electrical plans, specifications, and details for construction for the following electrical components: installation of new taxiway edge lights, new taxiway lighted guidance signs, and the upgrade or modification of existing power and control as required. These are prepared under Task 6.
7. Prepare typical sections, paving, details and miscellaneous details required for construction.
8. Design the pavement marking plan consistent with FAA Advisory Circular 150/5340-1M, including Change 1.
9. Attend a 50% review meeting with the City to discuss alternatives and costs at the airport. The Senior Project Manager and Project Engineer will attend the meeting. Prepare an agenda and meeting minutes for the meeting.
10. The Senior Project Manager and Project Engineer will make 1 site visit and inspection when the design is approximately 75% complete.

11. Prepare preliminary quantity and construction estimates. Up to 3 preliminary estimates will be made.
12. Prepare a 90% preliminary Engineer's Design Report to the established FAA requirements and submit to the FAA for review and comment.
13. Prepare 90% level plans for proposed improvements; 43 plan sheets are anticipated. Anticipated plan sheets include:
  - Cover Sheet (1)
  - Site & Survey Control Plan (1)
  - Site Phasing and Safety Plan Sheets (2)
  - Work Area Phasing Plan (2)
  - Erosion Control Plan (1)
  - Erosion Control Notes and Details (1)
  - Demolition Plan (3)
  - Taxiway A Plan & Profile (3)
  - Connector Taxiways Plan & Profile (3)
  - Grading Plan (6)
  - Drainage Plan (4)
  - Pavement Reconstruction Plan (2)
  - Pavement Overlay Plan (5)
  - Pavement Marking Plan (2)
  - Pavement Marking Details (1)
  - Drainage Details (1)
  - Electrical Site Plan (1)
  - Lighting and Signage Plan (6)
  - New Lighting and Signage Schedules (1)
  - Regulator Room Plan (1)
  - Electrical One-Line Diagram (1)
  - Electrical Details (1)
14. Prepare 90% level Construction Safety and Phasing Plan (CSPP). Electronically submitted CSPP to be reviewed by the FAA and Airport staff. Solicit comments and incorporate into final form for approval by FAA.
15. Prepare 90% level quantity and construction cost estimate for the project.
16. Compile 90% level draft bidding documents. Bidding documents will include bidding/contract specifications, general and special provisions, technical provisions, and other related sections and forms. Specifications will be developed using Advisory Circular 150/5370-10 (latest edition), Standards for Specifying Construction of Airports. The bidding documents will incorporate the City's contract provision, and Modifications of Standards—if applicable—reviewed in Task 7. Submit to FAA and the Airport for review electronically.

17. Attend a 90% review meeting (via phone or web conference) with the Airport and FAA to review preliminary design and cost. The Senior Project manager and Project Engineer will attend the meeting. Key design components will be developed to a level consistent with a 90% level of completion.

### Task 8 Summary

Anticipated Schedule: October 2021 – November 2021

Deliverables:

- 90% level Design Report
- 90% level plan documents (43 sheets)
- 90% level draft bidding documents (specifications)
- 90% level quantity and construction cost estimate
- 90% level Construction Safety and Phasing Plan (CSPP)

### **TASK 9 - FINAL DESIGN**

*This task will cover the effort necessary to complete the design and prepare bid documents.*

#### **Task 9 Work Items:**

1. Review Airport and FAA 90% level review comments; address and respond to comments.
2. Respond to FAA comments on 90% Construction Safety and Phasing Plan (CSPP). Address and respond to comments and update CSPP document. Submit Final CSPP document to FAA for review and approval electronically. Upload to OE/AAA.
3. Prepare final Design Report for FAA and Sponsor file.
4. Prepare final plans for proposed improvements; 43 plan sheets are anticipated.
5. Prepare final bidding documents.
6. Prepare final quantity and construction cost estimates for the project.
7. Prepare six sets of final plans and specifications. Two will be submitted to FAA, two sets will be delivered to the Airport, and two sets will be kept for reference.

### Task 9 Summary

Anticipated Schedule: December 2021 – January 2022

Deliverables:

- Final Design Report
- Final CSPP including upload to OE/AAA

- Final plan documents (35 sheets)
- Final bidding documents (specifications)
- Final quantity and construction cost estimate

### **Task 10 - BIDDING SERVICES**

*This task includes the effort necessary to ensure the Sponsor publically advertises the project construction for competitive bidding, consistent with the AIP Handbook and federal grant assurances.*

#### **Task 10 Work Items:**

1. Prepare bid advertisement language. The Airport shall send the *Invitation to Bid* to media outlets for advertisement, and pay advertising fees directly.
2. Provide project coordination with the Airport and FAA throughout the bidding period.
3. Consolidate and prepare bid documents in electronic pdf format, and upload to Quest CDN bid documents website and/or the City of Ashland's preferred system.
4. Assist in answering questions from potential bidders during the construction contract bidding process. Assess issues that may develop, that may require issuance of addendum.
5. Organize, attend, and conduct a pre-bid conference. The Senior Project Manager and Project Engineer will attend the meeting. Prepare an agenda and meeting minutes.
6. Prepare addenda as necessary to clarify bid documents. For scoping purposes this scope assumes only one addenda will be prepared. Addenda will be consolidated into one PDF electronic file and uploaded to the Quest CDN website.
7. Attend and assist with the bid opening.
8. Analyze bids and make a recommendation to the Airport and FAA for award of bid. This effort includes preparing bid tabulations, verifying adequacy and responsiveness of submitted documents, verifying references, preparing a summary of the bid evaluation, and preparing a recommendation of award letter.
9. Assist the Airport in coordinating construction contracts with the awarded contractor.

#### Task 10 Summary

Anticipated Schedule: January 2021 - February 2022

Deliverables:

- Bid Tabulation (electronic copy)
- Summary of bid evaluation (electronic copy)
- Recommendation of Award letter (electronic copy)

**Task 11 – PROJECT CLOSEOUT**

*This task includes the effort necessary to close out the project and the design grant consistent with the requirements established by the FAA Northwest Mountain Region Seattle ADO.*

**Task 11 Work Items:**

1. Prepare a final Construction Report in accordance ANM-620-05, Standard Handout for Final Reports available at:

[https://www.faa.gov/airports/northwest\\_mountain/engineering/construction\\_resources/media/standard-handout-for-final-reports.zip](https://www.faa.gov/airports/northwest_mountain/engineering/construction_resources/media/standard-handout-for-final-reports.zip)

Prepare administrative FAA forms, project close out, and Sponsor certification forms for submittal to FAA by Sponsor.

2. Assist the Sponsor with the A-133 annual audit including finding appropriate project files and answering questions, as required.
3. Assist the Sponsor to update the 5-year FAA Capital Improvement Plan for submittal to the FAA

Task 11 Summary

Anticipated Schedule: February 2022 – June 2022

Deliverables:

- Final Closeout Documentation (PDF)

**B. ASSUMPTIONS/EXCLUSIONS**

1. The project received a signed Documented CATEX; therefore no additional environmental or cultural resources work beyond what is already included in the scope of work is anticipated.
2. Preparation of an Oregon DEQ Section 401 Stormwater Management Plan is not included in this scope of work. Nor is preparation of a Joint Permit Application. If these items are identified as necessary for the project, they will be scoped under a separate proposal, anticipated for inclusion the separate Services During Construction agreement.

3. If construction permits are required, preparation of permitting documents and permitting coordination will be included in a future contract task order. The costs for City/County (or other jurisdictional permit acquisition and permits are not included within this scope of work).
4. The Sponsor shall send the invitation to bid to media outlets for advertisement, and pay advertising fees directly.

### **C. PROJECT SCHEDULE SUMMARY**

The general anticipated project schedule is as follows:

- Summer/Fall 2021 Project Design
- Winter 2021/22 Bid
- Summer 2022 Construction

A detailed project schedule will be developed as part of Task 1 per this scope of work.

PROJECT TITLE:		ASHLAND MUNICIPAL AIRPORT - PARALLEL TAXIWAY REHABILITATION: PHASE I - DESIGN													
CLIENT:		CITY OF ASHLAND													
CWE JOB NUMBER:		12403.007.01													
FAA AIP GRANT NUMBER:		3-41-0002-013-2021													
APPROVED SCOPE OF WORK DATED		2021-03-15													
		PRINCIPAL	SENIOR	SENIOR	SENIOR		SENIOR								
		ENGR	PROJ	PROJ	ELECTRIC	STAFF	CADD	EIT	PROJ.	TOTAL	PROJECT				
PROJECT TASK		\$277.00	\$206.00	\$160.00	\$190.00	\$118.00	\$133.00	\$97.00	\$92.00	HRS	COST				
PHASE I - DESIGN, BIDDING, & PROJECT CLOSEOUT SERVICES															
										Task Total	Expenses				
										\$45,172.00	Meal Days	Hotel Night	Roundtrip		
<b>Task 1 - Project Management and Administration</b>															
1 Formulate Project and Prepare Scope of Work	2	4		2						8	\$1,758.00				
2 Prepare IFE Materials		2								2	\$412.00				
3 Assemble Record of Negotiations										4	\$824.00				
4 Carry out Project Administration		48							12	60	\$10,992.00				
5 Conduct Pre-design Meeting (Teleconference)		2	4							6	\$1,052.00				
6 Coordinate Team and Subs		12	36							48	\$8,232.00				
7 Create and Maintain Project Schedule		2								2	\$412.00				
8 Prepare Sponsor Certification Forms		2								2	\$412.00				
9 Prepare Design Grant		2	4					4		10	\$1,440.00				
10 Prepare Construction Grant		2	4					4		10	\$1,440.00				
11 Grant Reporting			4							4	\$640.00				
12 Prepare and Submit 7460s			2					8		10	\$1,096.00				
13 Prepare Quarterly Performance Reports			4							4	\$640.00				
14 Submit Strategic Event Forms			2							2	\$320.00				
15 Prepare and Submit DEQ 1200-C Permit			2			8		4		14	\$1,652.00				
16 Perform In House QAQC	8									8	\$2,216.00				
17 Perform In House QAQC for Electrical Design	2		4							6	\$1,314.00				
18 Conduct Meetings with Airport and City Staff (3)		24						2		26	\$5,138.00	6	3	3	
19 Conduct Meetings with Airport Stakeholders (1)		10						2		12	\$2,254.00	1		1	
20 Conduct Airport Safety Training		8	8							16	\$2,928.00				
<b>Task 2 - DBE Program and Goals</b>										<b>\$4,220.00</b>					
1 DBE Goal and Program			8			12				20	\$2,696.00				
2 Complete and Submit Annual Uniform DBE Report		2	4			4				10	\$1,524.00				
<b>Task 3 - Geotechnical Investigation</b>										<b>\$1,600.00</b>					
1 Conduct Geotechnical Site Visit				10						10	\$1,600.00	1		1	
2-12 Geotechnical Investigation and Report				Included as subconsultant fee below											
<b>Task 4 - Design Survey</b>										<b>\$3,200.00</b>					
1 Conduct Survey Site Visit				20						20	\$3,200.00	2	1	1	
2-9 Geotechnical Investigation and Report				Included as subconsultant fee below											
<b>Task 5 - Environmental Determination</b>										<b>\$3,272.00</b>					
1 Prepare Preliminary Environmental Exhibits		2						4		6	\$800.00				
2 Submit Request for Environmental Determination		4								4	\$824.00				
3 Prepare and Submit Documented CATEX		8								8	\$1,648.00				
<b>Task 6 - Electrical Design</b>										<b>\$22,916.00</b>					
1 Perform Electrical Assessment				16						16	\$3,040.00	2	1	1	
2 Prepare Electrical Summary Memo				4						4	\$760.00				
3 Submit Electrical Summary Memo				2						2	\$380.00				
4 Submit Preliminary Design Alternatives				8			4			12	\$2,052.00				

5 Provide 90% and Final Electrical Design			36		48	20		104	\$15,164.00				
6 Provide Electrical Bidding Assistance			8					8	\$1,520.00				
<b>Task 7 - Preliminary 30% Design</b>									<b>\$19,896.00</b>				
1 Review Prior Mapping and Plans		2	4					6	\$1,052.00				
2 Conduct Pavement Repair Quantity Site Visit		12						12	\$2,472.00	1		1	
3 Prepare Pavement Rehabilitation Tech Memo		4				2		6	\$1,018.00				
4 Prepare and Submit 30% Plans		8	24		16	32		80	\$10,720.00				
5 Prepare and Submit 30% Contract Manual		20						20	\$4,120.00				
6 Prepare and Submit 30% Cost Estimate			2			2		4	\$514.00				
<b>Task 8 - 90% Design</b>									<b>\$64,196.00</b>				
1 Prepare Pavement Section Design			4		2			6	\$876.00				
2 Prepare CSPP Drawings		2	4				8	14	\$1,828.00				
3 Prepare Paving and Grading Plan			2		24			26	\$3,512.00				
4 Develop Plan and Profile for TW and TLs			6		32			38	\$5,216.00				
5 Prepare Demolition Plan			2			6		8	\$902.00				
6 Incorporate Electrical Plans, Specifications		2	2					4	\$1,120.00				
7 Prepare Typical Sections, Details			2		4			8	\$1,568.00				
8 Design Paving Marking Plan			2				8	10	\$1,096.00				
9 Attend 50% Design Review Meeting		10	10					20	\$3,660.00	2		1	
10 Conduct 75% Design Site Visit		10	10					20	\$3,660.00	2	1	1	
11 Preliminary Quantities and Cost Estimate (Up to 3)			2		4			6	\$792.00				
12 Prepare 90% Design Report		4	16			8		28	\$4,160.00				
13 Create 90% Plans (43 Sheets)		8	24		60	40	100	232	\$27,588.00				
14 Prepare 90% CSPP for FAA Approval		2	16					18	\$2,972.00				
15 Prepare 90% Construction Cost Estimate			2			6		8	\$902.00				
16 Assemble 90% Bidding Documents		4	8			8		20	\$2,880.00				
17 Attend 90% FAA Review Meeting		4	4					8	\$1,464.00				
<b>Task 9 - Final Design</b>									<b>\$15,990.00</b>				
1 Address and Respond to 90% Review Comments		2	8		12	8	32	62	\$7,276.00				
2 Finalize and Submit CSPP 7460-1			2					2	\$320.00				
3 Prepare Final Design Report		2	4					6	\$1,052.00				
4 Prepare Final Plans			4		8	4	16	32	\$3,668.00				
5 Prepare Final Bidding Documents		8	4					4	\$2,656.00				
6 Prepare Final Quantities and Cost Estimate			2				2	4	\$514.00				
7 Print 6 Sets of Final Documents			2					2	\$504.00				
<b>Task 10 - Bidding Services</b>									<b>\$12,066.00</b>				
1 Provide Advertisement		2						2	\$412.00				
2 Provide Project Coordination During Bidding		4	8					12	\$2,104.00				
3 Prepare and Upload Bidding Documents Online			2					2	\$320.00				
4 Answer Questions During Bidding		2	4			2		8	\$1,246.00				
5 Conduct Pre-bid Conference		10	10					20	\$3,660.00	2		1	
6 Prepare Addendum		2	2			4		8	\$1,120.00				
7 Conduct Bid Opening		10						10	\$2,060.00	1		1	
8 Prepare Bid Analysis and Recommendation of Award		2	2					4	\$732.00				
9 Assist with Contract Coordination		2						2	\$412.00				
<b>Task 11 - Project Closeout Services</b>									<b>\$10,816.00</b>				
1 Prepare and Submit Final Project Closeout		24	16			16		56	\$9,056.00				
2 Prepare A-133 Audit			2					2	\$320.00				
3 Update Airport CIP		2	4			4		10	\$1,440.00				
Labor Subtotal	12	302	334	80	114	176	316	18	1352	\$203,344.00	20	6	12

EXPENSES:

Travel:	Cost Per Unit	Meal Days	Ground Trips	Air Trips	Hotel Nights	R.T. Miles	Markup	
Lodging	\$125.00				6		1.0	\$750.00
Mileage (2021 Federal Rate)	\$0.56		12			360	1.0	\$2,419.20
Flight	\$400.00			1			1.0	\$400.00
Meals	\$30.00	20					1.0	\$600.00
Misc. expenses:								
PHOTO COPIES								\$300.00
TELECOMMUNICATIONS								\$200.00
POSTAGE								\$350.00
PRINTING & PLOTTING (15 Sets)								\$1,200.00
Sub-Consultants:								
1. Geotechnical Subconsultant					\$21,888.00		1.0	\$21,888.00
2. Survey Subconsultant (ESTIMATE)					\$29,877.50		1.0	\$29,877.50
3. Electrical Subconsultant (CWE In-House)					\$0.00		1.0	\$0.00
Subtotal - Expenses								\$6,219.20
Subtotal - Subconsultants								\$51,765.50
Total - PHASE I - DESIGN, BIDDING, & PROJECT CLOSEOUT SERVICES								\$261,328.70

CITY OF ASHLAND, OREGON

# City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.



**\$15.74** per hour, effective **June 30, 2020**.

**The Living Wage is adjusted annually every June 30 by the Consumer Price Index.**

## Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$22,002.43** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$22,002.43**.

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

## For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, Oregon 97520, or visit the City's website at [www.ashland.or.us](http://www.ashland.or.us).

**Notice to Employers:** This notice must be posted predominantly in areas where it can be seen by all employees.

CITY OF  
ASHLAND



**FAA  
Airports**

## **Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects**

This document has been edited to incorporate only those contract provisions determined necessary for the City of Ashland, OR, Airport Engineering Services Agreement.

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# **CONTRACT PROVISIONS**

## **A1 ACCESS TO RECORDS AND REPORTS**

### **ACCESS TO RECORDS AND REPORTS**

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

## **A2 BREACH OF CONTRACT TERMS**

### **BREACH OF CONTRACT TERMS**

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

Owner will provide 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 Consultant until such time the Consultant 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 the deadline indicated in the Owner's notice.

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

## **A3 CIVIL RIGHTS - GENERAL**

### **GENERAL CIVIL RIGHTS PROVISIONS**

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

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

## A4 CIVIL RIGHTS – TITLE VI ASSURANCE

### Title VI Solicitation Notice:

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

### Compliance with Nondiscrimination Requirements:

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

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

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

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

take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

## **A5 CLEAN AIR AND WATER POLLUTION CONTROL**

### **CLEAN AIR AND WATER POLLUTION CONTROL**

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

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

## **A6 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

#### **1. Overtime Requirements.**

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

#### **3. Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld,

from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

#### 4. Subcontractors.

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

## **A7 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 Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

## **A8 DISADVANTAGED BUSINESS ENTERPRISE**

### **DISADVANTAGED BUSINESS ENTERPRISES**

#### **Contract Assurance (§ 26.13) –**

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR

part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

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

**Prompt Payment (§26.29)** – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 60 days from the receipt of each payment the prime contractor receives from the City of Ashland. The prime contractor agrees further to return retainage payments to each subcontractor within 60 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 Ashland. This clause applies to both DBE and non-DBE subcontractors.

## **A9 DISTRACTED DRIVING**

### **TEXTING WHEN DRIVING**

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

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

## **A10 ENERGY CONSERVATION REQUIREMENTS**

### **ENERGY CONSERVATION REQUIREMENTS**

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

## **A11 EQUAL EMPLOYEMENT OPPORTUNITY (EEO)**

### **EQUAL OPPORTUNITY CLAUSE**

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

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

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

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

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

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

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

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for

noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

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

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

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

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

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

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

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

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

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

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

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

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

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

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

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

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

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

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

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

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

fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

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

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

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

## **A12 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

### **SOLICITATION CLAUSE**

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

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

## **A13 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

### **CERTIFICATION REGARDING LOBBYING**

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

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

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

## **A14 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

### **CONTRACT CLAUSE**

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

## **A15 TAX DELINQUENCY AND FELONY CONVICTIONS**

### **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

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

#### **Certifications**

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

#### **Note**

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

#### **Term Definitions**

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

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

## **A16 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; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

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

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

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

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

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

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

## **A17 TRADE RESTRICTION CERTIFICATION**

### **TRADE RESTRICTION CERTIFICATION**

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

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

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

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

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

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

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

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

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

## **A18 VETERAN'S PREFERENCE**

### **VETERAN'S PREFERENCE**

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

**EXHIBIT E**

**CERTIFICATIONS/REPRESENTATIONS:** Consultant, by and through its authorized representative, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Consultant is not subject to backup withholding because: (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Consultant further represents and warrants to City that: (a) it has the power and authority to enter into this Agreement and perform the Work, (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (c) the work under the Agreement shall be performed in accordance with the highest professional standards, and (d) Consultant is qualified, professionally competent, and duly licensed (if applicable) to perform the Work. Consultant also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the Agreement, it is authorized to do business in the State of Oregon, and Consultant has checked four or more of the following criteria that apply to its business.

- \_\_\_\_\_ (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.
- \_\_\_\_\_ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- \_\_\_\_\_ (3) Telephone listing is used for the business separate from the personal residence listing.
- \_\_\_\_\_ (4) Labor or services are performed only pursuant to written contracts.
- \_\_\_\_\_ (5) Labor or services are performed for two or more different persons within a period of one year.
- \_\_\_\_\_ (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.

\_\_\_\_\_  
Consultant's signature

\_\_\_\_\_  
Date