

Request for Board of Commissioners' Action

From: Faye Hughes, County Administrator Date: January 3, 2019

Subject: Airport Runway Extension & Fence Design Item Number: VIII-H

From: Brad Wente <bwente@passero.com>

Sent: Friday, December 21, 2018 12:46 PM

To: Faye Hughes <cookgov@windstream.net>

Cc: Andrew Holesko <aholesko@passero.com>; Mary Gniech <mgniech@passero.com>

Subject: Cook County Airport; PA Work Orders for #AP019-90ER-23(075) Cook

Hi Faye.

Please attached Work Order 18-01R (Runway Construction) and 18-02 (Fence Design and DBE Plan). Ronnie Hall from GDOT has reviewed and approved all these scope and dollar amounts and they are included in the GDOT agreement with Cook County. I can send signed originals to you in January. Please let me know if you have any questions.

I hope we can get both these work orders on the Jan 7 Meeting. I will plan to attend the meeting. Thank you.

Have a wonderful Merry Christmas and Happy New Year!

Brad Wente, PE

Southeast Aviation Services Director

Passero Engineering

Motion made by _____

Second made by _____

Any discussion: _____

Votes _____ yes _____ no

Motion carried/ failed

Cook County, Georgia



Construction Phase Engineering Services for Runway 5 Extension and Related Improvements

by

Passero Associates, LLC

(PA Project No. 20182617.001R)

Work Order 18-01R

Work Order 18-01R

**Construction Phase Engineering Services for
Runway 5 Extension and Related Improvements**

Cook County Airport (15J), Adel, Georgia

**GDOT PROJECT NUMBER: AP019-90ER-23(075) Cook County
PID-T006707**

Passero Associates (PA or Consultant) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the Cook County Board of Commissioners (Client or County), dated July 2, 2018, all of which terms and conditions are incorporated herein by reference:

Project Location: Cook County Airport (15J), Adel, Georgia.

Project Description: Construction Administration and Periodic Site Observation for Runway 5 Extension at Cook County Airport and associated Taxiway extension and Runway 23 Safety Area grading work.

Scope of Basic Services: Project formulation and coordination; Construction Administration; Site Visits and Final Inspection; Periodic On-site Observation. (See attached Scope of Work – Exhibit A.)

Scope of Special Services: None anticipated. (Quality Assurance Testing to be performed by GDOT.)

Client Manager: Mr. Mike Dinnerman, Airport Manager.

PA Program Manager: Mr. Andrew M. Holesko, CM, Vice President.

PA Regional Director: Mr. Bradley J. Wentz, P.E.

PA Project Manager: David F. Harris, III, Senior Owner's Representative.

Basic Services Compensation and Method of Payment: (see attached Exhibit B) **Lump Sum: \$129,886.00**

Special Services Compensation and Method of Payment: None.

Schedule: Services to begin when Notice-to-Proceed is issued. Anticipated start April 2019.

Meetings: Attendance at Pre-Construction Meeting, Final Inspection Meeting, and Periodic Weekly Meetings.

Deliverables: Per Exhibit A, including Field Notes, Pay Applications, Change Orders, and Project Closeout Report.

"Client"

Cook County Board of Commissioners

"Consultant"

Passero Associates, LLC

BY: _____

Dwight Purvis, Chairman

Typed Name & Title

ATTEST:

BY: _____

Faye Hughes County Administrator

Name, Title

Date

BY: _____

Andrew M. Holesko, CM, Vice President

Typed Name & Title

ATTEST:

BY: _____

Bradley J. Wentz, P.E., SE Aviation Director

Name, Title

Date

**EXHIBIT A
SCOPE OF WORK**

**CONSTRUCTION ADMINISTRATION AND PERIODIC OBSERVATION SERVICES
FOR RUNWAY 5 EXTENSION**

**AT THE
COOK COUNTY AIRPORT, ADEL, GEORGIA**

**GDOT PROJECT NUMBER: AP019-90ER-23(075) Cook County
PID-T006707**

Cook County, Georgia will provide construction phase services for the project at Cook County Airport (15J) entitled "Schedule I - 500 Foot Runway 5 Extension; Schedule II -500 Foot Parallel Taxiway Extension; Schedule III - Runway 23 Extended Safety Area Grading". The contract documents were prepared by Aviation, Inc.

The project's construction schedule consists of the following:

1. Schedule I - 500 Foot Runway 5 Extension (150 calendar days)
2. Schedule II -500 Foot Parallel Taxiway Extension (0 additional calendar days)
3. Schedule III - Runway 23 Extended Safety Area Grading (0 additional calendar days)
4. Total Contract Time = 150 Calendar Days

For purposes of this proposal Schedules I, II and III are assumed to be awarded. Additional fee may be required if construction time extends beyond the calendar day duration listed. The construction phase services include the following elements of work:

Element 1 – Project Formulation and Coordination shall include the preparation of work scope and fee proposal, coordination with material testing subconsultant, Cook County and GDOT coordination and attendance at the project pre-bid meeting.

Element 2 – Construction Administration includes consultation and advice to the County during construction, addressing contractor RFI's, explanation of the plans, and review and concurrence with submitted shop drawings.

Element 3 – Site Visits and Final Inspection shall include attendance at pre-construction meeting and final inspection meeting.

Element 4 – Periodic Site Observation. The County's Consultant shall conduct periodic on-site observations and monitor the construction activities for compliance with the intent of the design. Their time is split evenly between periodic site visits. Periodic construction observation visits assume a total construction duration of twenty-two (22) weeks.

The exact number of visits will vary weekly depending upon the work being performed any given week. The Consultant will adjust site visits to be on-site during critical periods of construction, such as paving. The Consultant shall provide periodic updates to the County and GDOT, as requested throughout the life of the project. The Consultant shall measure, compute or check quantities of work performed and quantities of materials in-place for partial and final payments to the contractor.

This proposal excludes material acceptance testing. The Consultant will coordinate with GDOT regarding field tests of construction quality assurance material testing as required by the plans and specifications. Note:

The contractor maintains primary responsibility for construction material testing, in accordance with the contractors Quality Control Plan. Passero staff may coordinate with GDOT laboratory to schedule quality assurance testing.

Clarification of Consultant's Responsibility by the County:

In accordance with the Contract Documents, the contractor is solely responsible for the completion of the Project in a quality and timely manner. The County's Consultant's construction-phase work tasks for the Project are limited to those specified in this Scope of Work.

The County further clarifies:

- that at no time will its Consultant's (Passero Associates) responsibilities include supervision or direction of the actual work by the Contractor or its employees, subcontractors or suppliers.
- that the Contractor is aware that neither the approval of contractor shop drawings nor the presence of the County's Consultant's (Passero Associates) field representatives nor the observation of the work by the Consultant's representatives shall excuse the Contractor in any way from defects discovered in the Work.
- that the Contractor is responsible for project site safety. The County's Consultant's (Passero Associates) staff will not control, direct or be responsible for construction means, methods, techniques, sequences (other than specified in the Construction Phasing Plan) or procedures in connection with the Contractor's work.

Element 5 – Update ALP, Record Drawings and Final Engineer's Report shall include the coordination of record drawings (to be completed by contractor) for the completed project and submission of project final records and summary of inspection reports to the County and GDOT. An electronic ALP (AutoCAD format) to be provided by the County or GDOT for Consultant's use.

Exclusions

The following services are excluded from this proposal:

1. Permitting services – any type.
2. Design services – any type.
3. GSWCC ES&PC Plan submission and testing. Daily monitoring reports completed when on site.
4. Quality Assurance material testing. To be performed by GDOT. Passero will coordinate with GDOT representative.

[End of Exhibit A – Scope of Work]

Exhibit B
Cost Summary

CONSTRUCTION PHASE SERVICES

ELEMENT 1. PROJECT FORMULATION

Labor Subtotal	\$3,980.00
Direct Expenses	<u>\$0.00</u>
TOTAL (Lump Sum)	\$3,980.00

ELEMENT 2. CONTRACT ADMINISTRATION

Labor Subtotal	\$37,530.00
Direct Expenses	<u>\$145.00</u>
TOTAL (Lump Sum)	\$37,675.00

ELEMENT 3. SITE VISITS & FINAL INSPECTION

Labor Subtotal	\$6,280.00
Direct Expenses	<u>\$327.00</u>
TOTAL (Lump Sum)	\$6,607.00

ELEMENT 4. PERIODIC SITE OBSERVATION

Labor Subtotal	\$28,600.00
Direct Expenses	\$7,194.00
Subconsultant Subtotal	\$28,600.00
Coordination and Admin. For subconsultant	\$2,860.00
QA Material Testing	<u>\$0.00</u>
TOTAL (Lump Sum)	\$67,254.00

ELEMENT 5. Update ALP, RECORD DWGS, & FINAL ENGINEER'S REPORT

Labor Subtotal	\$14,320.00
Direct Expenses	<u>\$50.00</u>
TOTAL (Lump Sum)	\$14,370.00

CONSTRUCTION SERVICES TOTAL **\$129,886.00**

PROJECT FORMULATION									
Element 1	Principal	Project Manager	Onsite Representative	Engineer 1	Engineer 2	Engineer 3	Administration	Total Man Hours	Labor Cost
	275	230	130	95	110	140	95		
Preparation of work scope, fees, and meeting with GDOT, Sponsor & Staff	4	8	8					20	\$ 3,980.00
Site Visit(s) and Meetings (Attend Pre-bid Meeting)								0	\$ -
7460								0	\$ -
CatEx								0	\$ -
Use below if subconsultant performs this task and not above									
Subconsultant's Rates ---->									
CatEx								0	\$ -
Coordination and Admin. For subconsultant (no hours, percentage)									\$ -
LABOR TOTAL	4	8	8	0	0	0	0		\$ 3,980.00

Direct Expenses:

\$ - Mileage - \$ 0.545 \$ -
 Element 1 - Mileage for meetings (Prebid and Bid Opening) 300 miles
 Roundtrip from PA office to 15J

CONSTRUCTION PHASE SERVICES

Elements 2 through 4	Hourly Breakdown							Total Man Hours	Labor Cost
	Principal	Project Manager	Onsite Representative	Engineer 1	Engineer 2	Engineer 3	Administration	Resident Inspector	
Element 2 - Construction Administration	275	230	130	95	110	140	95	65	\$ 37,530.00
Element 3 - Site Visits (Pre-Con) and Final Inspection - 2 separate mtgs	6	72				100	56		\$ 6,280.00
Element 4 - Construction Periodic Site Observation		16	16					8	\$ 28,600.00
(Assumed: Time split evenly for 22 weeks)								440	\$ 28,600.00
<i>Use below if subconsultant preforms this task and not above</i>									
Subconsultant's Rates ----->									
Construction Administration								65	
Coordination and Admin. For subconsultant (no hours, percentage)								440	\$ 28,600.00
LABOR TOTAL	6	88	16	0	0	100	56	953	\$ 103,870.00

Direct Expenses:

- Element 2 - Administrative Expense
- Element 2 - Postage
- Element 3 - Engineer Site Visit/Final Inspection (4 Total)
- Element 4 - Hotel/Living (Inspector)
- Element 4 - Per Diem (Inspector)
- Element 4 - Mileage (Inspector)

TOTAL EXPENSES

Unit	Quantity	Rate	Totals
LS	1	\$ 120.00	\$ 120.00
LS	1	\$ 25.00	\$ 25.00
Mileage	600	\$ 0.545	\$ 327.00
Night	0	\$ -	\$ -
Day	110	\$ -	\$ -
Mileage	13,200	\$ 0.545	\$ 7,194.00
			\$ 7,666.00

Element 4 - Quality Assurance Material Testing

LS	1	\$ -	\$ -
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Schedule I, II, III 150 cal days

Total Contract Duration (days) 150 cal days
Total Contract Duration (weeks) 22

44 days/trips
8 hrs/day
Roundtrip from PA office to 15J 300 miles

<i>ALP UPDATE, RECORD DRAWINGS, FINAL ENGINEER'S REPORT</i>									
<i>Element 5</i>	<i>Hourly Breakdown</i>							<i>Total Man Hours</i>	<i>Labor Cost</i>
	<i>Principal</i>	<i>Project Manager</i>	<i>Onsite Representative</i>	<i>Engineer 1</i>	<i>Engineer 2</i>	<i>Engineer 3</i>	<i>Administration</i>	<i>Resident Inspector</i>	
1. Update ALP	275	230	130	95	110	140	95	65	32 \$ 5,200.00
2. Exhibit "A" Update		8				24			0 \$ -
3. Record Drawings		8	8			32			48 \$ 7,360.00
4. Final Engineer's Report		4				6			10 \$ 1,760.00
<i>Use below if subconsultant preforms this task and not above</i>									
<i>Subconsultant's Rates -----></i>									
Coordination and Admin. For subconsultant (no hours, percentage)									
<i>LABOR TOTAL</i>	0	12	8	0	0	38	0	0	90 \$ 14,320.00

Direct Expenses:

Printing & Postage	\$ 50.00
	\$ 50.00

PASSERO ASSOCIATES, LLC

STANDARD HOURLY RATES

2018

Principal	\$275.00
Project Manager	\$230.00
Onsite Representative	\$130.00
Engineer 1	\$95.00
Engineer 2	\$110.00
Engineer 3	\$140.00
Designer 1	\$70.00
Designer 2	\$85.00
Designer 3	\$90.00
Technician 1	\$70.00
Technician 2	\$80.00
Cadd Operator	\$70.00
Administration	\$95.00
Resident Inspector	\$65.00
RLS/Survey Manager	\$130.00
Survey Crew (2-Person)	\$140.00
Survey Crew (3-Person)	\$165.00

NOTE: Hourly Rates include overhead and profit

EXHIBIT C

FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

Definition/Clarification of Terms:

- **Contractor** is understood to mean a Consultant, and means one who participates, through a contract of subcontract (at any tier).
- **Sponsor** is understood to be the Consultant's Client, and to mean either an Obligated Sponsor on a project that is not federally funded or a Sponsor on an AIP funded project.
- **Owner** is generally used because of its common use in public contracts. It is understood to be the Consultant's Client, and an Obligated Sponsor through its acceptance of AIP grant assurances associated with current or prior AIP grant funded projects.

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.

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

CIVIL RIGHTS – TITLE VI ASSURANCES

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes Consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds

of race, color, or national origin.

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 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.*)

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 30 days from the receipt of each payment the Prime Contractor receives from the Sponsor. The Prime Contractor agrees further to return retainage payments to each Subcontractor within 30 days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subcontractors.

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.*).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

This contract incorporates 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. Consultant has full responsibility to monitor its compliance to the referenced statute or regulation.

All subcontracts that the Consultant enters into as a result of this contract incorporates 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. Each subconsultant has full responsibility to monitor its compliance to the referenced statute or regulation.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

CERTIFICATION REGARDING TAX DELINQUENCY & FELONY CONVICTIONS

Certifications - Consultant

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

The Consultant agrees that it will incorporate the following provision for certification, including Term Definitions and End Note, in all lower tier subconsultant agreements:

Certifications - Subconsultant

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

The Subconsultant agrees that it will incorporate this contract provision for certification, including Term Definitions and End Note, in all lower tier subconsultant agreements:

Term Definitions:

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

Note: If a Consultant or Subconsultant 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.

TRADE RESTRICTION CERTIFICATION

By signing this Agreement, the Offeror/Contractor certifies that with respect to this solicitation and any resultant contract, the Offeror/Contractor –

- 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 a Offeror/Contractor 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/Contractor 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.

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.

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 sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third-party subcontract involved on this project.

EQUAL EMPLOYMENT 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 identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which 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.

TERMINATION OF CONTRACT FOR CONVENIENCE

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

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

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

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

TERMINATION OF CONTRACT FOR DEFAULT

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

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

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

DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

By signing this contract agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification Regarding Debarment and Suspension Regarding Subconsultants:

The Consultant, 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 Consultant will accomplish this by:

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

If the 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.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Consultant certifies by signing this agreement, 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 Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

[End of EXHIBIT C]

Cook County, Georgia



Design Engineering Services for Airport Security Fence and Gates and 15J DBE Program Update

by

Passero Associates, LLC

(PA Project No. 20182617.0002)

Work Order 18-02

Work Order 18-02

**Design Engineering Services for Perimeter Fence and Gates Improvements
at Cook County Airport (15J), Adel, Georgia and 15J DBE Program Update**

**GDOT PROJECT NUMBER: AP019-90ER-23(075) Cook County
PID-T006707**

Passero Associates (PA or Consultant) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the Cook County Board of Commissioners (Client or County), dated July 2, 2018, all of which terms and conditions are incorporated herein by reference:

Project Location: Cook County Airport (15J), Adel, Georgia.

Project Description: Design Phase Services for Airport Security (perimeter) Fence and Gate improvements at Cook County Airport. The Airport's DBE Program will also be updated for FY 2019 and 2020.

Scope of Basic Services: Design Phase Services for Airport Security Fence and Gate improvement project at Cook County Airport. Scope includes project formulation, development of construction drawings, contract documents, cost estimating, OE/AAA airspace submittal and project management. (See attached Exhibit A – Scope of Work.)

Scope of Special Services: Disadvantaged Business Enterprise (DBE) Plan for FY19-20. (See attached Exhibit A – Scope of Work)

Client Manager: Mr. Mike Dinnerman, Chairman, Airport Authority.

PA Program Manager: Mr. Andrew M. Holesko, CM, Vice President.

PA Project Manager: Mr. Bradley J. Wentz, P.E.

Compensation and Method of Payment: Total Costs/Fees (See Exhibit B) **Lump Sum: \$46,640.00**
Basic Services Fees: \$38,390.00; Special Services Fees: \$8,250.00.

Schedule: Services to begin when Notice-to-Proceed is issued. Project to be bid Spring 2019.

Meetings: Attendance at Pre-Design and Field Check Meeting and Pre-Final Design meeting.

Deliverables: As stated in Exhibit A, including Construction Plans, Contract Documents, and updated DBE Plan.

"Client"

Cook County Board of Commissioners

BY: _____

Dwight Purvis, Chairman

Typed Name & Title

ATTEST:

BY: _____

Faye Hughes County Administrator

Name, Title

Date: _____

"Consultant"

Passero Associates, LLC

BY: _____

Andrew M. Holesko, CM, Vice President

Typed Name & Title

ATTEST:

BY: _____

Bradley J. Wentz, P.E., SE Aviation Director

Name, Title

Date: _____

EXHIBIT A – Scope of Work

Professional Design Services for Perimeter Fence and Gate Improvements at Cook County Airport, Adel, Georgia and 15J DBE Program Update

**GDOT PROJECT NUMBER: AP019-90ER-23(075) Cook County
PID-T006707**

Cook County will provide design phase services for a fencing and gate improvement project at Cook County Airport. The project consists of installing approximately 19,000 linear feet of 8-foot high chain-link fence, seven (7) manual cantilever vehicular slide gates, fence signage, miscellaneous tree clearing and minor re-grading to accommodate the work. See Figure 1 for schematic layout of fence. The estimated construction cost is approximately \$600,000.00.

The design will be in accordance with applicable Federal Aviation Administration (FAA) and Georgia Department of Transportation (GDOT) Airport Improvement Program (AIP) grant and guidance documents.

Engineering Design Services will consist of the preparation of construction drawings and specifications necessary to complete the project, as well as the necessary documents to advertise for bids, receive construction proposals and award a construction contract. The Design Services will include the following elements of work:

Element 1 – Project Formulation

PA will perform or participate in the following:

1. Predesign/scoping meeting with GDOT.
2. Scope clarification: Preliminary field visit to identify areas / existing facilities of the airport that may be impacted by the project; such as, wooded areas, wetlands, endangered species, existing drainage facilities, and other topographic features. During the field visit, areas of the project needing tree clearing and grubbing will be identified and discussed with the owner. A preliminary impact map will be developed and coordinated with the owner.
3. Preparation of the work scope.
4. Establishment of fees.
5. Funding assistance.
6. CATEx preparation and submittal
7. OEAAA / 7460 preparation and submittal

Element 2 – Survey Work

Not Used. Layout of the proposed fence will be based on base mapping (AutoCAD drawings) provided by GDOT, supplemented by the Cook County's Property Appraiser website data, and the impact map discussed in Element 1.

Note: A construction stakeout survey (by contractor) will be required for the proposed fence layout.

Element 3 – Geotechnical Investigation

Not Used.

Element 4 – Construction Plans

PA will develop Construction Plans. The Plans will include:

1. Scope clarification: During the design phase additional field visits will be performed to confirm the areas / existing facilities of the airport that may be impacted by the project; such as, wooded areas, wetlands, endangered species, existing drainage facilities, and other topographic features. Areas of the project needing tree clearing will be identified on the plans and discussed with the owner to

determine if an erosion and sediment control system will be required. The identified impacted areas will be incorporated in the design and the proposed fence layout will be finalized.

2. Cover Sheet listing the name of the airport, description of the project, vicinity and location maps, project number, and index of drawings.
3. Summary of Quantities with item number, specification numbers, description of work item, unit and quantity.
4. Project Layout Plan and General Notes.
5. Construction Sequence, Safety and Access Plan and Associated Notes.
6. Fencing and Gate Plans
7. Clearing and Turfing Grassing Plans.
8. Typical Sections and Fencing details.

Element 5 – Contract Documents [“Up-Front Contract Documents”, Contract Forms, General Provisions and Technical specifications].

Contract Documents including the advertisement for bids, instructions to bidders, bid documents, contract documents, bid bond, performance bond, payment bond, and Federal Aviation Administration (FAA) and/or Georgia Department of Transportation (GDOT) technical specifications to include GDOT Special Provisions to published specifications. This element shall include preparation of an engineering cost estimate for the project.

The contract documents will be organized as a unit price contract with one bid schedule.

Element 6 – Engineer’s / Design Report.

Not Used.

Element 7 – DBE Plan for FY 2019-2020 will be developed to include planned projects not included in prior DBE plans. See Exhibit C, Taffy Pippin Consulting proposal for \$7,500.00. A ten percent (10%) charge added to Subconsultant fee. **Deliverables for this task will consist of** updated DBE Plan suitable for final coordination by Cook County with the Southern Region of the FAA, Atlanta, GA for its approval.

Element 8 - Coordination, Review and Comments

Includes submittal of a review set to GDOT at the 90% completion point of the plans and specifications. Review comments will be provided and will be addressed.

PA will attend the following meetings:

1. Kickoff meeting with GDOT and Sponsor to view the site conditions, review scope of work, schedule, and proposed layout options.
2. Field Check and Investigation of project site.
3. Pre-Final review meeting with GDOT and Sponsor to review progress, resolve potential issues, gain consensus of final layout.
4. Submit OEAAA / 7460 to FAA for airspace evaluation, as soon as the fence layout is complete.

This project will be designed in accordance with the provisions of the Federal Aviation Administration (FAA) Advisory Circular 150/5300-13 most current change. All construction details will conform to FAA and/or GDOT Specifications and indicate published specification reference.

Deliverables for this task will consist of:

- One (1) set of Plans and Specifications (90% complete) to the GDOT for review and comment prior to the bidding phase.
- One (1) set of the final plans and specifications.
- One (1) electronic copy of the final plan set in .pdf format will be provided to the GDOT.

Schedule:

- Project duration – from notice to proceed to completion – 75 calendar days
 - Data collection – 10 calendar days (after notice to proceed is issued).
 - Preliminary Fence layout & OE/AAA / 7460 with FAA – 5 days
 - 90% project completion – 30 calendar days.
 - GDOT & County review – 15 calendar days
 - 100% project completion – 15 calendar days(Project documents will be finalized after receipt of FAA review comments. This process may take up to 120 calendar days).

Exclusions:

The following tasks are excluded from this contract:

1. Design of an access control system, including motorized vehicular gates, gate operators, cameras, key pad pedestals, or other related appurtenances.
2. Bid Phase Services.
3. Topographic Survey, Property survey or ALTA survey and construction stakeout.
4. Erosion, Sedimentation, and Pollution Control Plans and Details (ESCPC) in accordance with all requirements of the NPDES permit procedure.
5. Wetland and endangered species mitigation plan.
6. Tree clearing permit.
7. DBE Achievement Reporting to the FAA Office of Civil Rights.

[End of EXHIBIT A – Scope of Work]



Figure 1 Cook County Airport. Proposed Perimeter Fence Alignment and existing property boundary (approximate).

[Figure 1 – Attachment to Exhibit A – Scope of Work]

Exhibit 1

Cost Summary

ELEMENT 1. PROJECT FORMULATION

Labor Subtotal	\$5,270.00
Direct Cost	\$150.00

TOTAL (Lump Sum)	\$5,420.00
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ELEMENT 2. SURVEY WORK

[N/A - No Costs]

Labor Subtotal	\$0.00
Direct Cost	\$0.00

TOTAL (Lump Sum)	\$0.00
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ELEMENT 3. GEOTECHNICAL INVESTIGATION

[N/A - No Costs]

Labor Subtotal	\$0.00
Direct Expenses	\$0.00

TOTAL (Lump Sum)	\$0.00
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ELEMENT 4. CONSTRUCTION PLANS

Labor Subtotal	\$22,450.00
Direct Expenses	\$200.00

TOTAL (Lump Sum)	\$22,650.00
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ELEMENT 5. CONTRACT DOCUMENTS

Labor Subtotal	\$7,040.00
Direct Expenses	\$100.00

TOTAL (Lump Sum)	\$7,140.00
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ELEMENT 6. ENGINEERS/DESIGN REPORT

[N/A - No Costs]

Labor Subtotal	\$0.00
Direct Expenses	\$0.00

TOTAL (Lump Sum)	\$0.00
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ELEMENT 7. DBE PLAN

Labor Subtotal	\$0.00
Direct Expenses	\$8,250.00

TOTAL (Lump Sum)	\$8,250.00
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ELEMENT 8. COORDINATION, REVIEW AND COMMENTS

Labor Subtotal	\$3,180.00
Direct Expenses	\$0.00

TOTAL (Lump Sum)	\$3,180.00
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ENGINEERING DESIGN TOTAL	<u><u>\$46,640.00</u></u>
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PROJECT FORMULATION

Element 1	Hourly Breakdown														Total Man Hours	Labor Cost
	Principal	Project Manager	Engineer 3	Engineer 2	Engineer 1	Designer 1	Designer 2	Technician 1	Technician 2	Cadd Operator	Admin.	RLS/Survey Manager	Survey Crew (2-Person)	Survey Crew (3-Person)		
	275	230	180	140	95	70	85	70	80	70	95	130	140	165		
Application															0	\$ -
Preparation of work scope, fees, and meeting with GDOT, Sponsor & Staff		2													2	\$ 460.00
Site Visit(s) and Meetings		8			8										16	\$ 2,600.00
7460 Submittal		4			4										8	\$ 1,300.00
CatEx Submittal	2		2												4	\$ 910.00
<i>Use below if subconsultant preforms this task and not above</i>																
Subconsultant's Rates ---->																
CatEx															0	\$ -
Coordination and Admin. For subconsultant (no hours, percentage)																\$ -
LABOR TOTAL	2	14	2	0	12	0	0	0	0	0	0	0	0	0	30	\$ 5,270.00

Direct Cost for printing, mail, and site visit mileage is \$150.00

CONSTRUCTION PLANS

Element 4	Hourly Breakdown														Total Man Hours	Labor Cost
	Principal	Project Manager	Engineer 3	Engineer 2	Engineer 1	Designer 1	Designer 2	Technician 1	Technician 2	Cadd Operator	Admin .	RLS/Survey Manager	Survey Crew (2-Person)	Survey Crew (3-Person)		
	275	230	180	140	95	70	85	70	80	70	95	130	140	165		
Cover Sheet, Schedule of Quantities, Safety Plan and Safety/General Notes				2	2										4	\$ 470.00
Demolition, Clearing, and Clearing Grubbing Plan		2		4	12										18	\$ 2,160.00
Construction Sequence Plan (If Applicable)															0	\$ -
Project Layout Plan, Staking Plan and/or Plan & Profile		8		8	16										32	\$ 4,480.00
Grading Plan and/or Cross Sections															0	\$ -
Drainage Plan, Drainage Details, Utility Plan, and Utility Details															0	\$ -
Fencing Plan and Details		16		34	40										90	\$ 12,240.00
Typical Sections and Paving Details		2		4	12										18	\$ 2,160.00
Erosion Control Plans, Notes and Details				4	4										8	\$ 940.00
Marking Plan, Marking Details, Tie Down Plan and Tie Down Details															0	\$ -
Electrical Plans and Electrical Details															0	\$ -
Fuel Farm Plan and Fuel Farm Details															0	\$ -
Use below if subconsultant preforms this task and not above																
Subconsultant's Rates ----->																
Erosion Control Plans, Notes and Details															0	\$ -
Coordination and Admin. For subconsultant (no hours, percentage)																\$ -
LABOR TOTAL	0	28	0	56	86	0	0	0	0	0	0	0	0	0	170	\$ 22,450.00

**NOTE: ALL MAN HOURS FOR QA/QC AND STAFF MEETINGS
SHALL BE INCLUDED IN THE ABOVE ITEMS**

Direct Cost for miscellaneous printing and binding is \$200.00

CONTRACT DOCUMENTS

<i>Element 5</i>	<i>Hourly Breakdown</i>														<i>Total Man Hours</i>	<i>Labor Cost</i>
	<i>Principal</i>	<i>Project Manager</i>	<i>Engineer 3</i>	<i>Engineer 2</i>	<i>Engineer 1</i>	<i>Designer 1</i>	<i>Designer 2</i>	<i>Technician 1</i>	<i>Technician 2</i>	<i>Cadd Operator</i>	<i>Admin.</i>	<i>RLS/Survey Manager</i>	<i>Survey Crew (2- Person)</i>	<i>Survey Crew (3- Person)</i>		
	<i>275</i>	<i>230</i>	<i>180</i>	<i>140</i>	<i>95</i>	<i>70</i>	<i>85</i>	<i>70</i>	<i>80</i>	<i>70</i>	<i>95</i>	<i>130</i>	<i>140</i>	<i>165</i>		
Contract Documents to include Advertisement, Bid Documents, Bond Requirements, Federal Provisions, General Conditions, Technical Specifications, Special Conditions and Engineers Estimate.		16		24											40	\$ 7,040.00
<i>LABOR TOTAL</i>	<i>0</i>	<i>16</i>	<i>0</i>	<i>24</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>40</i>	<i>\$ 7,040.00</i>

**NOTE: ALL MAN HOURS FOR QA/QC AND STAFF MEETINGS
SHALL BE INCLUDED IN THE ABOVE ITEMS**

Direct Cost for mail, and printing and binding is \$100.00

DBE PLAN[illegible]

COORDINATION, REVIEW AND COMMENTS

<i>Element 8</i>	<i>Hourly Breakdown</i>														<i>Total Man Hours</i>	<i>Labor Cost</i>
	<i>Principal</i>	<i>Project Manager</i>	<i>Engineer 3</i>	<i>Engineer 2</i>	<i>Engineer 1</i>	<i>Designer 1</i>	<i>Designer 2</i>	<i>Technician 1</i>	<i>Technician 2</i>	<i>Cadd Operator</i>	<i>Admin.</i>	<i>RLS/Survey Manager</i>	<i>Survey Crew (2-Person)</i>	<i>Survey Crew (3-Person)</i>		
	<i>275</i>	<i>230</i>	<i>180</i>	<i>140</i>	<i>95</i>	<i>70</i>	<i>85</i>	<i>70</i>	<i>80</i>	<i>70</i>	<i>95</i>	<i>130</i>	<i>140</i>	<i>165</i>		
Provide one set of plans and contract documents to GDOT for review, Revise plans and contract documents per GDOT review comments and deliver four (4) sets of final plans and contract documents and one (1) electronic copy of the final plan set to GDOT		4		8	8						4				24	\$ 3,180.00
<i>LABOR TOTAL</i>	<i>0</i>	<i>4</i>	<i>0</i>	<i>8</i>	<i>8</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>4</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>24</i>	<i>\$ 3,180.00</i>

YEAR 2018

BILLING HOURLY RATES	
Principal	\$275.00
Project Manager	\$230.00
Engineer 3	\$180.00
Engineer 2	\$140.00
Engineer 1	\$95.00
Designer 1	\$70.00
Designer 2	\$85.00
Technician 1	\$70.00
Technician 2	\$80.00
Cadd Opreator	\$70.00
Administration	\$95.00
RLS/Survey Manager	\$130.00
Survey Crew (2-Person)	\$140.00
Survey Crew (3-Person)	\$165.00

NOTE:

Hourly Rate is fully burdened rate including overhead and profit.



August 28, 2018

PASSERO ASSOCIATES, LLC
Brad Wentz, PE
Southeast Aviation Services Director
13453 N. Main St., Suite 106
Jacksonville, FL 32218

RE: DBE PLAN FY 2018-FY2020
COOK COUNTY AIRPORT

Dear Mr. Wentz:

It is my understanding, that Passero Associates, LLC desires to engage a consultant to develop a Disadvantaged Business Enterprise Plan for the Cook County Airport, Adel, Georgia, in accordance with 49 CFR, Part 26, associated with Federal Aviation Administration projects to be accomplished during FY 2018-2020. Taffy Pippin Consulting, LLC is pleased to offer the following proposal to accomplish these services.

Taffy Pippin Consulting, LLC will provide Passero Associates, LLC with a Disadvantaged Business Enterprise Plan in accordance with the provisions of 49 CFR Part 26, "Participation by Disadvantaged Business Enterprise in DOT Programs". Our services will include the following:

1. Provide a proposed legal advertisement for public input into proposed DBE goals for the Cook County Airport within seven working days of the issuance of a "Notice to Proceed";
2. Develop Interim goals for DBE participation in FAA projects with its associated methodology for Passero Associates, LLC to be coordinated with the Airport, and the FAA within seven working days following the issuance of a "Notice to Proceed";
3. Within seven working days, following final input from the public pertaining to proposed DBE goals, establish final goals and methodology for submission to the FAA.
4. Develop a DBE Plan in accordance with 49 CFR, Part 26 suitable for final coordination by the Cook County Airport with the Southern Region of the FAA, Atlanta, Georgia:

5. Provide two copies of the final plan, for coordination with the FAA Southern Region.

Passero Associates, LLC will provide Taffy Pippin Consulting, LLC with data on which to base the proposed and final DBE goals for this Project.

Taffy Pippin Consulting, LLC will be paid the lump sum of Seven Thousand Five Hundred Dollars (\$7,500.00), for the above cited services for FY 2018, (No goal required) FY 2019 (\$4,000) and FY 2020 (\$3,500). The completed Disadvantaged Business Enterprise Plan will be provided to Passero Associates for coordination with the Cook County Airport, Adel, Georgia, and the Southern Region of the FAA, Atlanta, Georgia no later than twenty-one (21) working days following the issuance of a "Notice to Proceed".

If the above conditions and services are acceptable to you would you please indicate your acceptance below. Your acceptance will also act as our "Notice to Proceed" on this important project.

Following your acceptance, if you would retain one copy of this document for your file and forward the second copy to Taffy Pippin Consulting, LLC it would be greatly appreciated.

Sincerely,

Taffy Valdez Pippin
Consultant

Accepted:
Passero Associates

EXHIBIT D

FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

Definition/Clarification of Terms:

- **Contractor** is understood to mean a Consultant, and means one who participates, through a contract of subcontract (at any tier).
- **Sponsor** is understood to be the Consultant's Client, and to mean either an Obligated Sponsor on a project that is not federally funded or a Sponsor on an AIP funded project.
- **Owner** is generally used because of its common use in public contracts. It is understood to be the Consultant's Client, and an Obligated Sponsor through its acceptance of AIP grant assurances associated with current or prior AIP grant funded projects.

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.

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

CIVIL RIGHTS – TITLE VI ASSURANCES

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes Consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds

of race, color, or national origin.

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 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.*)

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 30 days from the receipt of each payment the Prime Contractor receives from the Sponsor. The Prime Contractor agrees further to return retainage payments to each Subcontractor within 30 days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subcontractors.

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.*).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

This contract incorporates 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. Consultant has full responsibility to monitor its compliance to the referenced statute or regulation.

All subcontracts that the Consultant enters into as a result of this contract incorporates 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. Each subconsultant has full responsibility to monitor its compliance to the referenced statute or regulation.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

CERTIFICATION REGARDING TAX DELINQUENCY & FELONY CONVICTIONS

Certifications - Consultant

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

The Consultant agrees that it will incorporate the following provision for certification, including Term Definitions and End Note, in all lower tier subconsultant agreements:

Certifications - Subconsultant

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

The Subconsultant agrees that it will incorporate this contract provision for certification, including Term Definitions and End Note, in all lower tier subconsultant agreements:

Term Definitions:

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

Note: If a Consultant or Subconsultant 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.

TRADE RESTRICTION CERTIFICATION

By signing this Agreement, the Offeror/Contractor certifies that with respect to this solicitation and any resultant contract, the Offeror/Contractor –

- 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 a Offeror/Contractor 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/Contractor 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.

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.

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 sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third-party subcontract involved on this project.

EQUAL EMPLOYMENT 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.

TERMINATION OF CONTRACT FOR CONVENIENCE

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

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

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

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

TERMINATION OF CONTRACT FOR DEFAULT

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

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

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

DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

By signing this contract agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification Regarding Debarment and Suspension Regarding Subconsultants:

The Consultant, 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 Consultant will accomplish this by:

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

If the 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.

[End of EXHIBIT D]