

AGREEMENT FOR AIRPORT PLANNING SERVICES LAWRENCE MUNICIPAL AIRPORT

CITY OF LAWRENCE, KANSAS F.A.A. A.I.P. PROJECT NO. 3-20-0047-17-2014

This agreement is made and entered into this 6th day of May, 2014, by and between the City of Lawrence, Kansas with offices located at 6 East Sixth Avenue, Lawrence, Kansas 64104 hereinafter referred to as the "Sponsor;" and Airport Development Group, Inc., with offices located at 1776 South Jackson Street, Suite 950, Denver, Colorado 80120-3880, hereinafter referred to as the "Consultant."

The Sponsor wishes to prepare an Environmental Assessment (EA) for the Lawrence Municipal Airport. Projects to be covered in the EA include:

1. Perform Drainage Study on a Portion of the Airport (± 120 ac)
2. Construct T-hangar and access taxiways ($\pm 11,650$ sqyds)
3. Prepare (grade and disturb) area for planned landside development (± 50 ac)
4. Construct perimeter fencing ($\pm 29,500$ lf)
5. Rehabilitate general aviation apron ($\pm 32,350$)
6. Rehabilitate (and strengthen as a consequence) Runway 15-33 ($\pm 63,333$ sqyds)
7. Extend Taxiway D to full parallel ($\pm 4,950$ sqyds)
8. Construct Phase I ($\pm 16,500$) and II ($\pm 23,400$ sqyds) GA Aprons

The Sponsor has agreed to employ the Consultant to perform the environmental services required for completing an Environment Assessment.

In consideration of this, the parties agree as follows:

ARTICLE I SCOPE OF SERVICES

The Consultant, in consideration of the payment as hereinafter specified on the part of the Sponsor, agrees to perform the planning services as follows.

In order to assess the impacts of the proposed project for the Lawrence Municipal Airport, the Consultant will prepare an Environmental Assessment (EA) in accordance with FAA Orders 5050.4B & 1050.1E and the FAA Environmental Desk Reference for Airport Actions (Airports Desk Reference).

The EA will consist of five major sections which address: 1) Purpose and Need for the Project (which includes the Proposed Action), 2) Alternatives, 3) Affected Environment, 4) Environmental Consequences & Mitigation and 5) Cumulative Impact Analysis. To complete the EA, a Cover sheet, Table of Contents, and appropriate appendices will be included. As a minimum, these Appendices will include Preparer and Qualifications, Agencies Consulted, Public Involvement, Sponsor Land Use Letter, and Aviation Forecast Data. Additional appendices will be included if necessary to complete the EA. The following is a detailed description of the specific services that are part of this Agreement.

A. ENVIRONMENTAL ASSESSMENT

1. Purpose of and Need for the Project

The Consultant will:

- a. Clearly identify the need for the project (problems to be corrected and the specific standards that are unmet), the purpose of the proposed action(s), and the proposed time frame(s) for the proposed action(s). Projects that might begin within the next 5 (or 10) years include:
 1. Perform drainage study on a portion of the airport
 2. Prepare (grade and disturb) area for planned landside development
 3. Construct perimeter fencing
 4. Rehabilitate general aviation apron
 5. Rehabilitate (and strengthen as a consequence) Runway 15-33
 6. Extend Taxiway D to full parallel
 7. Construct 10-Unit T-hangar and access taxiways
 8. Construct T-Hangar and Access Taxiways
- b. Verify that the proposed action(s) is per the Airport Layout Plan (ALP) and so state in the EA.
- c. Coordinate with the Airport Sponsor the collection or documentation of relevant information supporting the need for the project, including specific justification and/or forecasts.

2. Alternatives

The Consultant will:

- a. Define the “No Action”, “Proposed Action” and “Reasonable Alternatives”
- b. Explain why an alternative is not considered in detail, the statutory or regulatory requirements applicable to each alternative, each action’s expected environmental impacts (i.e. a brief summary), and conceptual measures needed to mitigate those impacts.

3. Affected Environment

The Consultant will:

- a. Make a thorough site visit to review the presence of readily visible and environmentally sensitive features such as wetlands, streams, ponds, farmlands, historic properties, residences, and businesses.
- b. Take photos of the site being sure to include environmentally sensitive features. A minimum of four photos will be included in the EA.
- c. Determine past, present, and/or reasonably foreseeable actions that are relevant and need to be highlighted in the EA.

- d. Document existing and planned land uses, including noise-sensitive receptors such as residences, schools, churches and hospitals; public parks; wildlife and waterfowl refuges; wetlands; floodplains; farmlands; coastal zones; recreation areas; historic facilities; and archaeological sites. Special interest groups, such as low income or minorities, should be identified if present, or their absence noted if applicable.

4. Environmental Consequences & Mitigation

The Consultant will:

- a. Analyze and document the potential impacts and mitigation of the no action, proposed action and reasonable alternatives (the latter only if carried forward for analysis), including consultation with the appropriate agencies (placing agency letters in an appendix) for the following specific impact categories:
 1. Air Quality – Determine if threshold levels specified in the Airports Desk Reference will be reached. Measures to be utilized to minimize adverse air quality effects will be documented. The FAA Air Quality Handbook will be used as a guide.
 2. Biotic Resources – Assess the potential effects of the proposed project on biotic communities (excluding Federally-Listed Endangered and Threatened Species). Consult the state Department of Natural Resources (DNR) and the U.S. Fish and Wildlife Service. If directed, a biological survey for the project area will be completed and submitted to the USFWS and the state DNR for review.
 3. Climate – If air quality analysis threshold levels are exceeded, provide GHG analysis and the following statement: “The <PROPOSED ACTION OR ALTERNATIVE> would increase GHG emissions by <AMOUNT> MT CO₂e over the no-action alternative, an increase of <PERCENTAGE> percent. This increase would comprise less than <PERCENTAGE> percent of global GHG emissions.” Consideration should be given to whether there are areas within the scope of the project where emissions could be reduced. However, reduction is not mandated and will not be possible in all situations. If air quality analysis threshold levels are not exceeded, either include climate in the list of “Resources not affected” or state that “Air quality thresholds were not exceeded, therefore no computation of metric tons of CO₂ equivalent for greenhouse gas emissions inventory was needed or required.”
 4. Coastal Barriers– Review not required in IA, KS, MO, and NE.
 5. Coastal Zone Management– Review not required in IA, KS, MO, and NE.
 6. Compatible Land Use – Address compatibility of existing and planned land uses in the vicinity of the proposed project, including documentation that appropriate zoning has or will be adopted. Reference and include a copy of the Sponsor’s “Land Use Compatibility Assurance Letter” in the EA Appendix.
 7. Construction – Identify the potential environmental effects of construction of the proposed project and discuss mitigation measures. To avoid repeating discussions, a brief reference will be made to other sections if resources affected by construction are already discussed in those resource sections (e.g. sections on noise, air quality, water quality, biotic communities, etc.)

8. Section 4(f) – Contact the appropriate federal (Department of the Interior), state Department of Natural Resources (DNR), and local agencies to determine if any 49 Section 303(c), 4(f)lands (public parks, recreation areas, wildlife or waterfowl refuges, or public/private historic sites) will be affected by the proposed project.
9. Federally-Listed Endangered and Threatened Species – Assess the potential effects of construction and operation of the proposed project on endangered and threatened species (excludes State-list species which are discussed in the Biotic Resources section). Contact the state DNR and the U.S. Fish and Wildlife Service. If directed, a biological survey for the project area will be completed and submitted to the USFWS and the state DNR for review.
10. Energy Supply, Natural Resources, and Sustainable Design – Discuss any project effects on utilities, consumable materials, or aircraft fuel consumption.
11. Environmental Justice – Determine if any category of potential impact of the project will disproportionately affect low income or minority communities. If a disproportionate impact is identified, discuss efforts to avoid the impact, mitigation measures and describe any special efforts taken to include the impacted community in the environmental process.
12. Farmlands – Consult with the U.S. Department of Agriculture, Soil Conservation Service (county district office) to determine if the proposed project will have any impact on prime or unique farmland and submit Form AD-1006 if necessary.
13. Floodplains – Review the Federal Emergency Management Agency (FEMA) 100-year floodplain map and consult with local floodplain authorities as necessary to determine whether the proposed project will significantly impact a base floodplain and if permits will be necessary.
14. Hazardous Materials – Discuss if the project has the potential to involve or affect hazardous materials. If so, include a discussion of the means of compliance with applicable regulations. Describe the measures to be taken in the event of a release of a hazardous substance. Determine if any “Superfund” sites are in the project area and discuss the impacts of the project on the site, if applicable.
15. Historic & Archaeological Resources - Assess the potential effects of the proposed project on historic resources. Consult with the State Historic Preservation Office (SHPO). If necessary, a Cultural Resources Survey will be conducted.
16. Induced Socioeconomic – Discuss secondary or induced impacts, such as population increases, public service demands, and changes in business and economic activity, on surrounding communities.
17. Light Emissions & Visual Effects– Assess the potential effects of light emissions and visual effects resulting from the proposed project.
18. Noise– Assess noise using the latest FAA Noise Model if a noise study is required.
19. Social Impacts – Assess the potential of the proposed project to cause health and safety risks to children, relocation of homes and businesses, dividing or

disrupting communities, changing surface transportation patterns, disrupting orderly planned development, or creating a notable change in employment. For road closures or relocations, the consultant will solicit written approval from local EMS services and the authority controlling the road.

20. Solid Waste – If the proposed project will cause or change a solid waste stream, discuss how the solid waste will be handled and disposed of properly to minimize environmental effects. Analyze whether local disposal facilities have the capacity to hold solid waste streams the proposed airport facilities would produce during their construction or operation.
21. Water Quality – Assess the potential for any water quality impacts, including potential contamination of groundwater aquifers or surface waters and document measures to be incorporated to minimize adverse water quality effects. Contact the state water quality control agency and other applicable agencies as necessary. Disturbance of land equal to or greater than one acre will require a National Pollutant Discharge Elimination System (NPDES) permit at the time of construction.
22. Wetlands – Jurisdictional Waters – Assess the potential effect of construction and operation of the proposed project on jurisdictional waters and wetlands. Consult with the U.S. Army Corps of Engineers (COE), the U.S. Fish and Wildlife Service, state DNR, and state Department of Agriculture and propose mitigation measures as required. If needed, a Jurisdictional Determination will be obtained from the COE. If directed, a wetland delineation for the project area will be completed and submitted to the COE for review.
23. Wild and Scenic Rivers – Determine whether the proposed project will have any impact on wild and scenic rivers. This includes the National Wild & Scenic Rivers System (WSRS) of designated and study rivers as well as the Nationwide Rivers Inventory. Coordinate with Federal agencies as necessary.

5. Cumulative Impacts

The Consultant will:

Analyze impacts on resources due to the proposed action and impacts on the same resources due to past, present, and reasonably foreseeable actions. If there are no cumulative impacts, that fact will be so stated.

6. Coordination with Government Agencies and Tribes

The Consultant will:

- a. Coordinate with FAA concerning the Area of Potential Effect (APE) before coordinating with government agencies if the Consultant is proposing the size of the APE to be other than areas that may be potentially disturbed within 1) the existing airport boundary and/or 2) proposed land purchases, both within the next ten years.
- b. Coordinate a review of the preferred development alternative with the appropriate local, state and federal agencies. Provide said agencies with the pertinent materials for review to include a letter summarizing project information, a location map showing the proposed development, a vicinity map and other data if applicable. In the EA, provide a copy of the letter and attachments to the agencies.

- c. Provide a Word electronic copy of the above letter and PDFs of other information to FAA so that FAA may coordinate the project with Federally-recognized Tribes.
- d. Address concerns of Government Agencies and Tribes by responding promptly to requests for additional information or documentation. Consultant will not initiate conversations or correspondence with Tribes, but rather will work through FAA to provide information to Tribes. Consultant may answer questions if contacted by Tribes, but should keep FAA informed of the content of any such communications.
- e. Include letters and other pertinent information from Government Agencies and Tribes in EA including analysis of their concerns as necessary.

7. Coordination with the General Public

The Consultant will:

- a. Coordinate with and help the Airport Sponsor advertise a “Notice of Opportunity for a Public Hearing” for the Environmental Assessment based on the proposed development at the airport. The opportunity notice shall be published for a minimum of thirty days and include locations and times where the draft EA may be reviewed. The Consultant will provide the Airport Sponsor with three copies of the draft EA for display and review by the public. An opportunity to provide comments will be provided.
- b. If a public hearing is requested, the consultant shall aid the sponsor in advertising a “Notice of Public Hearing.” The draft EA must be made available to the public during normal business hours for a period of at least thirty days before the scheduled date of the public hearing.
- c. Coordinate and conduct a public hearing on the EA for the airport, if requested. Includes providing a hearing transcriber and an attendee sign-in sheet. Afterwards, the consultant will prepare a list of comments and responses to comments.
- d. Include in an EA appendix all public involvement documents including, but not limited to: contact letters, Notice of Opportunity for a Public Hearing (with publication affidavit), Notice of Public Hearing (with publication affidavit), signed hearing transcript, list of attendees, comments, and responses to comments.

8. Deliverables

The Consultant will:

- a. Prepare a preliminary draft EA and provide one (1) copy to the FAA and two (2) copies to the Airport Sponsor for review and comment.
- b. Respond to comments from the FAA and the Airport Sponsor and provide them each a copy of a final draft EA, incorporating all public involvement documents for final review and comment.
- c. Prepare four (4) copies of the final EA report incorporating a summary of the public hearing, comments received as a result of agency coordination, and responses to public comments for the Airport Sponsor and FAA. Provide the Airport Sponsor and FAA an electronic copy of the final EA document and supporting materials (PDF format). Note that FAA will need to keep two (2) hard copies of the final EA.

- d. Submit quarterly performance reports to FAA at the end of March, June, September and December for all quarters in which there is an active AIP grant for the EA project.

9. Services Not Included in Agreement.

If authorized by supplemental agreement by Sponsor, Consultant will furnish or obtain from others additional services of the types listed hereinafter. These services are not included as part of the basic Scope of Services to be provided by the Consultant. Compensation for additional services will be in addition to compensation for services performed under Article 1, Scope of Services, Items 1. through 7.

- a. Conduct an air quality analysis if anticipated activity exceeds thresholds specified in FAA Order 5050.4B.
- b. Prepare a Section 303(c)/4(f) statement if determined to be necessary following consultation with the appropriate agencies.
- c. Prepare and submit a COE Section 404 permit application.
- d. EDMS modeling.
- e. Detailed socioeconomic or economic studies.
- f. Any construction, survey, land acquisition, leasing, relocation activities.
- g. Habitat modification.
- h. Study for new instrument approach procedures.
- i. Environmental site assessment.
- j. Local land use planning/code modification consulting.
- k. SWPPP/spill plan creation or modification.
- l. CERCLA, RCRA, NPDES permitting.
- m. Traffic studies.
- n. Geological testing/monitoring.
- o. Creation or modification of historic properties, farmlands, or floodplains.
- p. Cultural work beyond that specified by this agreement

ARTICLE II SPONSOR'S RESPONSIBILITIES

The Sponsor, as a part of this Agreement, will:

1. Arrange for access to and make all provisions for the Consultant to enter upon public and as required for the Consultant to perform his services.

2. Assist in approvals and permits from all governmental entities under the Sponsor's jurisdiction over the project.
3. Designate in writing a person to act as Sponsor representative with respect to the services to be rendered under this Agreement. Such person will have complete authority to transmit instructions, receive information, and interpret and define Sponsor policies and decisions.
4. Give prompt written notice to the Consultant whenever Sponsor observes or knows of any development that affects the scope or timing of Consultant's services.
5. Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. The Sponsor will pay for all permits and licenses that may be required by local, state or federal authorities; and will secure the necessary land, easements and rights-of-way required for the project.
6. Provide one (1) copy of existing plans, reports, or other data the Owner may have on file needed for background information to complete the EA
7. Meet the requirements of Section 508 of the Rehabilitation Act which requires that electronic information technology (EIT) meets specific accessibility standards for people with disabilities, and public access to and use of information and data comparable to that provided to those without disabilities.

**ARTICLE III
TIME SCHEDULE**

The Consultant agrees to proceed with the services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

The performance of this Agreement is contingent and valid only on the receipt by the Sponsor of a grant from the Federal Aviation Administration to prepare the EA. After receipt and acceptance of the grant offer, the Consultant agrees to proceed with the project immediately upon execution by both parties of this Agreement and receipt of a Notice to Proceed from the Sponsor, and to assign such personnel as required to complete the scope of services exclusive of Sponsor and FAA review, per the following Project Schedule.

Schedule Performance in Calendar Days

- A. Environmental Assessment360 Days

The Contract time as set forth herein does not include review time by the Sponsor or participating agencies.

**ARTICLE IV
COMPENSATION**

The Sponsor agrees to compensate the Consultant for performing the planning services as described herein on the following basis:

Compensation Schedule

See Exhibit I (and II), *Derivation of Consultant Project Cost*

The Consultant will not proceed with the services described herein until written authorization in the form of Notice-to-Proceed is received from the Sponsor.

For items in ARTICLE I Scope of Services, partial payment will be made to the Consultant for those portions of the services completed. The Consultant will submit to the Sponsor a periodic statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

Progress payments will be made to the Consultant within thirty (30) days of receipt of proper billing statement.

ARTICLE V MANDATORY FEDERAL CONTRACT PROVISIONS

For more information on the basis for these requirements, go to:
http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/#professional

GENERAL REQUIREMENT FOR CONTRACTS

In general, the sponsor must:

1. Physically incorporate these contract provisions (not simply by reference) in each contract funded under AIP;
2. Require the contractor (including all subcontractors) to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all lower tier subcontracts;
3. Require the contractor (or subcontractor) to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
4. Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
5. Not modify the provisions. Minor additions covering state or sponsor requirements may be included in a separate supplemental specification, provided they do not conflict with federal laws and regulations and do not change the intent of the required contract provision.
6. Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

ACCESS TO RECORDS AND REPORTS (Reference: 49 CFR part 18.36(i), 49 CFR part 18.42)

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

BREACH OF CONTRACT TERMS (Reference 49 CFR part 18.36(i)(1)) (This provision does not apply for contracts \$100,000 or less)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CIVIL RIGHTS – GENERAL (Reference: 49 USC § 47123)

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

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964. This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

1. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
2. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

CIVIL RIGHTS – TITLE VI ASSURANCES

Title VI Solicitation Notice (include in all solicitations for bids and requests for proposals):

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

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 Statutes 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 Acts and the Regulations, 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 Acts and the Regulations relative to Non-discrimination 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 Acts, Regulations, 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.

List of Pertinent Nondiscrimination 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:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

2. 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);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. 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);
7. 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);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. 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);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

CLEAN AIR AND WATER POLLUTION CONTROL

(Reference: 49 CFR § 18.36(i)(12)) (This provision does not apply for contracts \$100,000 or less)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of

Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$ 100,000 the aforementioned criteria and requirements.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

(Reference: 49 CFR § 18.36(i)(6)) (This provision does not apply for contracts \$100,000 or less)

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these

clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

DEBARMENT AND SUSPENSION (NON-PROCUREMENT)
(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility) (This provision does not apply for contracts \$25,000 or less)

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal 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
(SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)**

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE
(Reference: 49 CFR part 26)

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

Prompt Payment (§26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 60 days from the receipt of each payment the prime contractor receives from Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 60 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

(Reference: 29 USC § 201, et seq.)

The United States Department of Labor Wage and Hour Division can provide information regarding any specific clauses or assurances pertaining to the FLSA required to be inserted in solicitations, contracts or subcontracts.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(Reference: 49 CFR part 20, Appendix A)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(Reference 20 CFR part 1910)

OSHA can provide information regarding any specific clauses or assurances pertaining to the Occupational Safety and Health Act of 1970 required to be inserted in solicitations, contracts or subcontracts.

RIGHT TO INVENTIONS

(Reference 49 CFR part 18.36(i)(8))

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TERMINATION OF CONTRACT

(Reference: 49 CFR § 18.36(i)(2)) (This provision does not apply for contracts \$10,000 or less)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice

directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

TRADE RESTRICTION
(Reference: 49 CFR part 30)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

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 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 on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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 contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

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.

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

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers in three (3) counterparts, all of which will be deemed an original, on the day and year first above-written.

ATTEST:

By: _____
Diane M. Trybom

Title: City Clerk

SPONSOR:

CITY OF LAWRENCE, KANSAS

By: _____
David L. Corliss

Title: City Manager

CONSULTANT:

AIRPORT DEVELOPMENT GROUP, INC.

ATTEST:

By: _____

Title: _____

By: _____

Title: _____