



BOARD OF COMMISSIONERS

AGENDA

MAY 3, 2021

5:30PM – COMMISSION ROOM – 116 W CENTER ST

Please join the Zoom meeting from your computer, tablet or smartphone.

<https://zoom.us/j/92697311737>

You can also dial in using your phone.

+1 312 626 6799

Meeting ID: 926 9731 1737

CALL TO ORDER

ROLL CALL

ADOPT AGENDA

APPEARANCES / ACKNOWLEDGEMENTS

- 1) Acknowledge 2020 Annual Report

CONSENT CALENDAR

- 1) Minutes - April 26, 2021
- 2) Claims for Approval - May 5, 2021

UNFINISHED BUSINESS

- 1) Provide Direction to Staff Regarding 2021 Opening of Madison Aquatic Center
- 2) Update to Commission on CC Operating Budget

OATH OF OFFICE - JEREMIAH CORBIN/KELLY DYBDAHL

NEW BUSINESS

- 1) Adopt Resolution No. 2021-11 - Powers and Duties of the Mayor and Commissioners
- 2) Approve Law Enforcement Grant Application
SD Department of Public Safety - Speed Enforcement
- 3) Authorize Mayor to Sign Grant Application
FAA - AIP# 3-46-0029-020-2021 - Construct South GA Apron Expansion
- 4) Authorize Mayor to Sign Professional Services Agreement
KLJ - AIP# 3-46-0029-020-2021 - Construct South GA Apron Expansion

PUBLIC COMMENT

ANNOUNCEMENTS

EXECUTIVE SESSION

ADJOURN

Supplementary agenda information may be accessed at **www.cityofmadisonsd.com**

AGENDAS - CITY COMMISSION

If special accommodations are necessary to attend any Board of Commissioners meeting, please contact the Finance Office at (605) 256-7500 at least 24 hours before meeting time. All attempts shall be made to accommodate a request.

**CITY OF MADISON
BOARD OF COMMISSIONERS PROCEEDINGS
MADISON, SD 57042**

April 26, 2021
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 19th day of April with the following members present on roll call: Mayor Marshall Dennert and Commissioners Adam Shaw, Robert Thill, Jerae Wire, and Mike Waldner.

Motion by Commissioner Shaw to adopt the April 26, 2021 agenda. Motion seconded by Commissioner Waldner. Upon roll call, motion carried unanimously.

Motion by Commissioner Thill to acknowledge the March Board Meeting minutes, except for the Community Center Governing Board Minutes, as they do not mention the current financial condition. Motion seconded by Commissioner Shaw. Upon roll call, motion carried unanimously.

Motion by Commissioner Wire, second by Commissioner Waldner, to acknowledge a retail (on-sale) liquor license transfer application from BMS Goat LLC/Stadium Sports Grill to Stadium Sports Grill Madison Inc/Stadium Sports Grill and set a date of hearing of May 10th at 5:30pm or as soon thereafter as the matter may be heard. Upon roll call, motion carried unanimously.

Motion by Commissioner Shaw, second by Commissioner Waldner, to approve the following items on the consent calendar: Minutes - April 19, 2021, Claims for Approval - April 28, 2021, Claims for Ratification - April 16, 2021, Personnel - April. Upon roll call, motion carried unanimously.

Claims for Approval - April 28, 2021:

Appera Mat Rental 64.09; AT&T Mobility Utilities 1,290.52; Avenu Insights & Analytics Check Overlay for GFS 350.00; Banner Associates Inc Well #1 Project 3,544.30; Border States Electric Supply THHN Wire/Blue Photo-eyes 1,668.25; Builders FirstSource Shelf 18.90; Carquest of Madison Sealant 10.49; Classic Convenience Inc Fuel 69.93; Coles Petroleum Products Inc Fuel 6,096.70; Core & Main GP LLC Risers 603.47; Craigs Welding Service Box Shelf 85.00; Dakota State University Feb Utilities/Workstudys 34,658.87; DGR Engineering LTC Plan/CVR Upgrade AMI 7,558.00; Endress & Hauser Inc Memosens 350.07; F&M Coop Oil Co Fuel 152.45; Fastenal Co Step Bit 167.66; Fox Promo LLC 8x10 Plaque/Engraving 25.00; Garber/Morgan A Refund After Deposit 133.54; Greater Madison Area Chamber Arbor Day Prizes 100.00; Hauff Mid America Sports Inc Batting Cage L Screens 1,620.00; Hunter Publishing Inc Apr 5 Minutes 121.06; Infotech Solutions LLC Monthly Invoice 5,265.88; Jones Ace Hardware Hardware-Misc 106.80; Karls TV & Appliance Inc Refrigerator 829.92; KLJ Engineering LLC Apron Expansion Design 8,000.00; Kruehl/Carla Garden Plot Refund 40.00; Lake County Register of Deeds Easements 90.00; Lake County Treasurer Fuel 291.20; Lewis Drugs Inc Swiffers/Lysol Cleaner 43.92; Madison Area Arts Council 2021 Annual Contribution 10,000.00; Madison Grocery Store Inc String Cheese/M&Ms/Chips 83.11; Madison Lawn Care Inc Apply Spring Rock Bed Control 127.00; Marco Technologies Standard Payment 275.47; MC&R Pools Inc CPO Course-McGillivray/Lentsch 650.00; Midstates Glass LLC 1700 Hangar Window Replacement 690.00; Nielson Construction Cyber Parks-Water/Sewer 4,000.00; Northwestern Energy Utilities 938.24; O Reilly Automotive Inc Filters/Heat Shield 106.58; Office Peeps Inc Copy Paper/Calculator Ribbon 88.19; Pheasantland Industries Uniforms - Shirts 630.34; Porta Pros Inc Handicap Unit Rental 161.00; Remote Systems Integration RSINet Data Service Qtr-1 180.00; River Of Life 2021 Commercial Rebate 180.00; Running Supply Inc Cat Litter/Dog Food/Battery 244.47; Sanitation Products Inc 95 Gallon Carts (6) 432.00; Schoenfish & Co Inc 2020 Annual Report Prep 3,000.00; Sturdevants Madison Inc Elec. Throttle/Filters/Oil 332.83; Timmer Supply Co Zip Ties-Batting Cage 16.86; TranSource Throttle Cable #31B 513.30; Vast Broadband Internet 44.95; Winrow/Kaylee OST Conf-Keystone, SD 467.91.

Claims for Ratification - April 16, 2021:

City of Madison - Flex One PR#8 Deduction \$1,533.84; Health Pool of South Dakota PR#8 Deduction \$35,441.11; Office of Child Support Enforcement PR#8 Deduction \$900.00; SDRS PR#8 Deduction \$18,772.48; SDSRP PR#8 \$2,695.50.

Personnel - April:

Mallorie Schultz \$10.85/hour; Eric Christiansen \$20.36/hour; Mike Swanson \$15.00/hour; Jason Coenen \$23.26/hour; Perri Liedtke \$11.00/hour, \$11.25/hour; Scott Mathison \$15.50/hour; Robert Mathison \$15.25/hour; VanDenHemel \$23.50/hour; Megan Marzolf \$11.05/hour; Janessa Palmieri \$11.05/hour; Debbie Rowley \$13.00/hour.

Motion by Commissioner Waldner, second by Commissioner Thill, to adopt Resolution No. 2021-10 - Special Maintenance Fee. Upon roll call, motion carried unanimously.

Motion by Commissioner Shaw, second by Commissioner Waldner, to authorize the Mayor to Sign Local Government Certification for the Domestic Violence Network for the Emergency Solutions Grant Program. Said grant would continue to provide funding for emergency shelter, housing assistance and utilities. Upon roll call, motion carried unanimously.

An application for Permit to Occupy Right-of Way for outdoor seating on Southwest 1st Street from The Office Bar and Grill was reviewed. Said permit would allow for the installation of a 12' x 22' platform to be temporarily place in the right of way for additional seating from May to October. Motion by Commissioner Waldner, second by Commissioner Wire, to authorize the Mayor to sign the application. Upon roll call, motion carried with Mayor Dennert voting Nay.

Utility Director Lawrence reviewed a quote from HKS, Co for the AMI Project for Conservation Voltage Reduction Upgrades for a cost of \$20,900.00. Motion by Commissioner Wire, second by Commissioner Waldner, to approve the quote. Upon roll call, motion carried unanimously.

Bid No. 902 was reviewed: Metal Brokers, LLC \$2,755.00. Motion by Commissioner Thill, second by Commissioner Wire, to award Bid No. 902 to Metal Brokers, LLC. Upon roll call, motion carried unanimously.

Officer Ben Gant, along with Micah Hoffman, Sarina Talich, and Grant Lanning, were awarded Medal of Honor awards at the Joint Sherriff's and Chief's Conference for their work while responding to call on September 30, 2020.

The City of Madison has received a 40-year Award for Tree City USA. Some requirements for being a Tree City USA are having a signed proclamation and planting trees on Arbor Day, which is April 30, 2021. They also did a poster contest with the Madison Elementary 5th Grade class.

Mayor Dennert announced that Citywide Cleanup will be the week of May 10th.

Motion by Commissioner Thill, second by Commissioner Shaw to enter into executive session pursuant to SDCL 1-25-2(1) at 5:55pm.

Mayor Dennert declared the group out of executive session at 6:08pm

Motion by Commissioner Waldner, second by Commissioner Shaw to adjourn. Motion carried with Commissioner Waldner voting nay.

The Board of Commissioners adjourned at 6:10pm

/s/Sonya Wilt
Finance Officer

RESOLUTION NO. 2021-11

A RESOLUTION TO ADOPT THE POWERS AND DUTIES OF THE MAYOR AND COMMISSIONERS

WHEREAS, that pursuant to the provisions of SDCL 9-9-20 to 9-9-24, which govern the powers and duties of a board consisting of five members, the Mayor and the Commissioners shall have the following powers and duties detailed below; and

WHEREAS, these powers and duties must be adopted at the first meeting of the board in the month following the election each year;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MADISON, SOUTH DAKOTA:

That the mayor, Marshall Dennert, may exercise all the powers and perform all the duties provided by the laws of this state or the ordinances of the municipality not in conflict with the laws of the state. The mayor is the chief executive officer of the municipality, presides at all meetings of the board and has general supervision over all departments and officers. In the absence or inability of a commissioner, the mayor shall temporarily take charge of the department of that commissioner. The mayor shall enforce all the laws of the municipality and require that the conditions of the grant of any franchise or privilege are faithfully complied with and performed. The mayor shall grant all licenses or permits, except as are required by ordinance to be granted by the board or by some other department or officer. The mayor shall supervise each public building of the municipality and each city park except in any municipality that has a park board and the lighting of the streets, alleys and public buildings of the municipality. The mayor shall annually and from time to time give the board information relative to the affairs of the municipality and shall recommend for the board's consideration any measure the mayor deems expedient. City Attorney, Community Development, Board of Health, City Engineer, Planning Commission, East Dakota Transit, Vermillion Watershed, 911 Board, Community Center Budget & Personnel Committee, Lake County Water Quality Committee, Madison Community Foundation, First District Association and Madison Area Committee on Persons with Disabilities shall be under his charge. He shall also be an ex-officio member of the Water Advisory Committee.

That the public safety commissioner, Jeremiah Corbin, shall supervise the police and fire departments and the departments' officers and employees. The commissioner of public safety is also in charge of animal control within the municipality, including animal impoundments and shelter. He shall also have under his charge parks and Park & Recreation Board. He shall serve as liaison to the Volunteer Fire Department, 911 Board and Local Emergency Planning Committee and Business Improvement District Committee.

That the commissioner of public works, Kelly Dybdahl, shall supervise the streets, alleys, public grounds and municipal improvements and all public property, except as otherwise specially provided. The commissioner shall maintain the property in a clean and sanitary condition and enforce all contracts, rules and regulations necessary. He shall also have under his charge solid waste, recycling, airport and Airport Board and Chamber of Commerce.

That the utilities commissioner, Jerae Wire, shall supervise the construction, maintenance and operation of the waterworks, sewerage and any other utility departments of the municipality. The commissioner of utilities shall enforce all regulations with respect to that department and its revenue. He shall also be an ex-officio member of the Water Advisory Committee and the Electric Advisory Committee and an appointed member of the Community Center Board.

That the commissioner of finance and revenue, Adam Shaw, shall enforce all laws for the assessment and collection of taxes of every kind and collection of all revenues belonging to the municipality from whatever source derived. The finance and revenue commissioner shall examine into and keep the board informed on the finances of the municipality and its assets and property. He shall also oversee human resources policy and serve on the Library Board, Sidewalk Committee and Lake Area Improvement Corporation.

Dated this __ day of May, 2021.

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

Description of Project

1) Performance Measures *If you were awarded a grant in a previous federal fiscal year and were funded by the Office of Highway Safety, please describe why your agency was not successful in meeting performance measures/objectives that you set as goals in that application. Please be as detailed as possible.*

YES (✓) NO () *(See question 8 on this application and outline why goals were not met.)*

Answer the following question in a narrative style using specific statistics when requested!

2) Problem Identification Describes the problem; use available local data relevant to the area you will be providing service to. Include the source of the data.

The Madison Police Department is composed of thirteen full-time officers that are state certified, who provide 24-hour law enforcement services to residents of the community and the Campus of Dakota State University (DSU). Our Officers are cross deputized with the Lake County Sheriff's Office. Our department serves approximately 7,400 residents and 3,500 college students as well as the influx of tourists and sportsmen who utilize nearby lakes and parks and/or travel on highways 81, 19, and 34. These three highways produce a large amount of traffic through Madison. The same things that make Madison an attractive community also create a problem for law enforcement. College students are a truly "mobile" group and travel great distances to obtain their education. The Madison Police Department historically faces the same problems each year: Our citizens have become complacent and tend to disregard the posted speed limits; citizens are still driving without safety restraints; citizens are still showing unsafe driving habits (distracted, texting, talking on phone, etc.); speed and other factors are contributing to motor vehicle collisions and unsafe driving; perception among the people in our community is that it is socially acceptable to drive without a license; drive faster than the posted speed limits; drive or ride without wearing seatbelts; and consume alcohol before operating a vehicle.

3) Objectives and Targets Describe measurable objectives for your project using number or percentages of increase or decrease and from what time period to the next time period. (For example: Reduce crashes involving impaired drivers. (1) Reduce the number of people killed or injured in alcohol involved traffic crashes in Alcatraz County by 5% from 20 in fiscal year 2015 to 19 by September 30, 2017. (Samples of objectives can be found in the Grant Application and Management Handbook.)

Maintain zero speed related fatalities in the City of Madison through September 30, 2022. Increase the total number of speeding citations issued by requiring officers to attempt to issue at least 1 citation per grant hour worked. The Police Department will conduct at least 2 highly publicized speed and seatbelt enforcement campaigns, conduct numerous speed saturations during problem times, and we will participate in all highway safety mobilizations.

4) Activities In a logical sequence, describe planned activities that will accomplish you objectives. (For example: Reduce traffic crashes caused by aggressive driving and speeding. (1) Conduct 16 highly publicized speed enforcement campaigns in the City of San Francisco. (2) Set-up a speed board/trailer each week at a selected high crash location. (3) Conduct 7 speed enforcement campaigns by September 2015. (Samples of objectives can be found in the Grant Application and Management Handbook.)

Description of Project

- A. Conduct at least 2 highly publicized speed and seatbelt enforcement campaigns.
- B. Participate in all highway safety mobilizations.
- C. Conduct numerous speed saturations during problem times.

In order to effectively enforce traffic laws, officers must be competent in several areas, including radar and general traffic offense enforcement. All these training needs can be met internally with in-house, in-service training. The Madison Police Department has one radar instructor on staff, as well as trainers in many other categories.

As a law enforcement agency, our primary method of implementation is through enforcement. Specifically, through saturation patrols, checkpoints, speed enforcement, and high visibility patrols in problem areas. These areas will include Trojan Days, Prairie Village Jamboree and peak times of traffic moving on weekends to and from the lakes as well as people going to and coming from work.

Activities will be ongoing. There are a few target times when increases in enforcement as well as public awareness will be implemented such as; graduation, proms, street dances, or other special holiday events throughout the year. The Police Department will try to use these additional hours to patrol during our peak accident days & times throughout the year.

5) Evaluation Describe how you will measure what was accomplished by the project. Please use actual numbers to demonstrate safety improvement projections. (For Example: Decrease motorcycle crashes. Statistics comparison during the grant period comparing the number of 2012 motorcycle related injury crashes to the number of 2014 motorcycle related injury crashes.)

To evaluate the program, we would like to see a decrease in suspended, revoked and unlicensed drivers. With this grant, we would be able to increase enforcement and patrols, leading to not only being able to reach our goals above, but also creating more observed seatbelt usage in the City of Madison. With this increase, we hope to see a decrease in serious motor vehicle accidents in the area.

These numbers will be monitored to ensure we obtain the objectives of this program. These numbers will also show up on our monthly Highway Safety Report & Overtime Reimbursement Form.

The Madison Police Department will take part in all National Mobilizations. The Madison Police Department will also provide Highway Safety will all requested paperwork and documentation.

6) Equipment What equipment, if any, will be purchased to meet the needs of this project? *Note: Items previously purchased with federal funds are not eligible for replacement with federal funds.

We are looking to purchase 1 new radar unit for a patrol car through this grant. The new radar unit would be a great asset to help meet the needs of this project. The new unit would replace an older unit that is not reliable or consistent. The new radar unit would be more accurate and dependable in the field to help meet the goals of this grant.

Description of Project

The radar unit we are looking at is a Directional Golden Eagle II. The total cost of the unit would be approximately 2,563 dollars. The Madison Police Department is requesting approximately \$2,050.40 through this grant for 1 new radar unit. The Police Department's share would be approximately \$512.60.

7) Agency Qualifications Eligible *applicants are: South Dakota State Agencies, federally recognized tribal governments, county and city agencies, non-profit agencies with 501 c (3 or 4) IRS status, public schools, and private schools with non-profit status.*

The Madison Police Department has taken part in the Highway Safety grant program 10 times in the last 12 years. The officers in our department have put in a lot of hours through these grants and are very familiar with what is expected of the them. With a lot of hours come a lot of experience. Not only in the speed and seatbelt enforcement aspect, but also law enforcement as a whole. Based on the prior knowledge and usage of the grants, and the Police Department being that of a municipality, I feel we are qualified to apply for this grant.

8) Performance Measures *If you were a grant applicant in FFY14 and were funded by the Office of Highway Safety, please describe why your agency was not successful in meeting performance measures/objectives that you set as goals in that application. Please be as detailed as possible.*

Law Enforcement Application 2022

Organization: Madison Police Department

LE22-Madison Police -SSB-00042

Budget Summary Table

	Budget Category	Federal Share Requested	Local Match	Total Project Cost	Price per Unit	Number of Units	Total Equipment Cost
1	Personal Services	\$5,000.00	\$1,250.00	\$6,250.00			
2	Travel		\$0	\$0			
3	Contractual		\$0	\$0			
4	Equipment	\$2,050.40	\$512.60	\$2,563.00	\$2,563.00	1	\$2,563.00
	Equipment			\$0			\$0
	Equipment						
5	Other Direct Costs		\$0	\$0			
6	Indirect		\$0	\$0			
7	Total	\$7,050.40	\$1,762.60	\$8,813.00			\$2,563.00

Application for Federal Assistance SF-424

*1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application	*2. Type of Application ☒ New ☐ Continuation ☐ Revision	*If Revision, select appropriate letter(s): *Other (Specify) _____
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*3. Date Received:	4. Applicant Identifier:
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5a. Federal Entity Identifier:	*5b. Federal Award Identifier: AIP #3-46-0029-020-2021
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State Use Only:

6. Date Received by State:	7. State Application Identifier:
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8. APPLICANT INFORMATION

*a. Legal Name: City of Madison

*b. Employer/Taxpayer Identification Number (EIN/TIN): 46-6000272	*c. Organizational DUNS: 168739977
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d. Address:

*Street 1: 116 W. Center Street
Street 2: _____
*City: Madison
County: Lake
*State: South Dakota
*Country: United States of America
*Zip / Postal Code: 57042

Department Name:	Division Name:
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f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Marshall
Middle Name: _____
*Last Name: Dennert
Suffix: _____

Title: Mayor

Organizational Affiliation:
City of Madison

*Telephone Number: (605) 256-7500	Fax Number:
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*Email: marshall.dennert@cityofmadisonsd.com

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:20.106

CFDA Title:

Airport Improvement Program**12. Funding Opportunity Number:**N/A

Title:

N/A**13. Competition Identification Number:**N/A

Title:

N/A**14. Areas Affected by Project (Cities, Counties, States, etc.):**

City of Madison, Lake County, State of South Dakota

***15. Descriptive Title of Applicant's Project:**

South General Aviation Apron Expansion to include:

- Single Audit and Miscellaneous Administration Costs
- Independent Fee Estimate
- Construction Administration, Observation and Materials Testing
- FAA Project Closeout Report
- Construction of South General Aviation Apron Expansion

Attach supporting documents as specified in agency instructions.**16. Congressional Districts Of:**

*a. Applicant: At Large

*b. Program/Project: At Large

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: May 3, 2021

*b. End Date: May 1, 2022

Application for Federal Assistance SF-424

18. Estimated Funding (\$):

*a. Federal	\$1,121,000.00
*b. Applicant	
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	\$1,121,000.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ **I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Marshall

Middle Name: _____

*Last Name: Dennert

Suffix: _____

*Title: Mayor

*Telephone Number: 605-256-7500

Fax Number: _____

*Email: marshall.dennert@cityofmadisonsd.com

*Signature of Authorized Representative: _____

*Date Signed: _____

Authorized State Representative:

*First Name: Jack

*Last Name: Dokken

*Title: Program Manager, Office of Air, Rail and Transit

*Telephone Number: 605-773-3574

Fax Number: 605-773-2804

*Email: jack.dokken@state.sd.us

*Signature of Authorized Representative: _____

*Date Signed: _____

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.



Summary of Project Costs
Madison Municipal Airport
Madison, South Dakota
AIP #3-46-0029-020-2021
Construct South GA Apron Expansion



Item No.	Work Type	Description	Total Price
1	Administration	Single Audit and Miscellaneous Administration Costs	\$ 9,387.05
2	Administration	Independent Fee Estimate	\$ 4,000.00
3	Engineering	Construction Administration, Observation, and Materials Testing	\$ 121,644.21
4	Engineering	FAA Project Closeout Report	\$ 4,952.14
5	Construction	Rehabilitate Apron	\$ 981,016.60

Total Estimated Project Cost = \$ 1,121,000.00

Total Federal Funding (100%) = \$ 1,121,000.00



MADISON MUNICIPAL AIRPORT

MADISON MUNICIPAL AIRPORT
MADISON, SD

APRON EXPANSION EXHIBIT

DRAWN BY	KLJ
REVIEWED	
PROJECT NUMBER	
DATE	01/17/2019
BY	KLJ

SHEET
1

© KLJ 2019

CAPITAL IMPROVEMENT PLAN

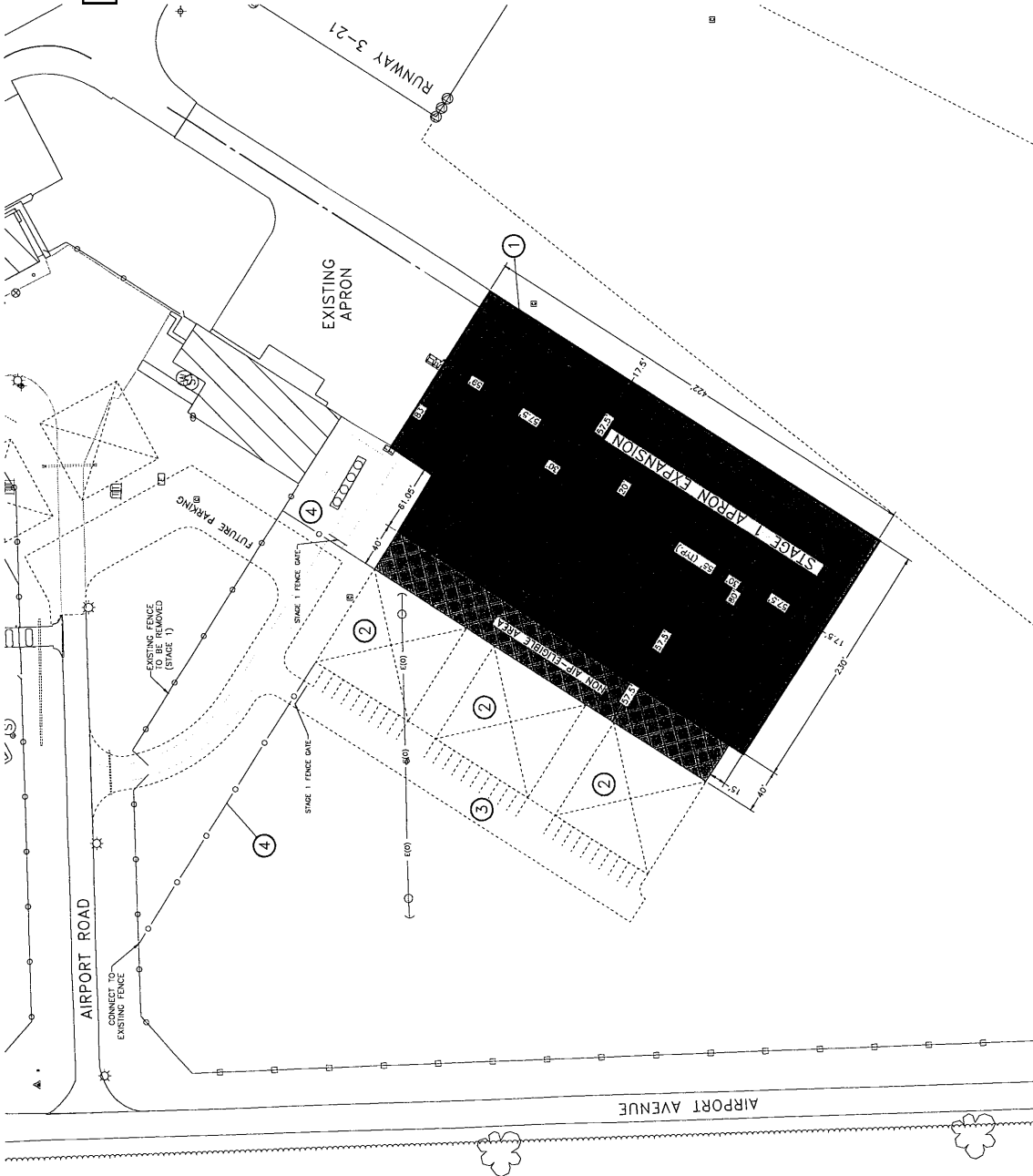
1 CONSTRUCT APRON EXPANSION (APPROX. 12,060 SQ. YARDS)

2 STAGE 1 GROUP II HANDS

3 STAGE 1 PARKING

4 STAGE 1 FENCE

APPROXIMATE STAGE 1 APRON EXPANSION AREA
AP-ELIGIBLE = 10,450 S.Y.
NON-AP-ELIGIBLE = 1,600 S.Y.



PRELIMINARY
NOT FOR
CONSTRUCTION

Madison Municipal Airport

Construct South GA Apron Expansion

AIP #3-46-0029-020-2021

Apron Use Plan Narrative

In the approved April 2008 Airport Layout Plan (ALP) the stage 1 apron expansion included six (6) tiedown locations with the ultimate apron expansion adding an additional ten (10) tiedown locations. Also, since the 2008 ALP was approved demand for aircraft tiedown locations has increased significantly as the operating FBO on the field is operating a large flight school attracting many pilots to the airfield. The ALP expansions were to occur to the east of the airport owned hangar on the east side of the hangar development area. These expansions would require relocation of the existing airport owned hangar as well as the displacement of a row of hangars. When KLJ began evaluating the feasibility of relocating the City owned hangar prior to scoping of the project, it was determined that it would be highly unlikely the hangar would be able to be relocated and salvaged due to its construction materials and design. At this time, it was also determined the Airport and City were against displacing the row of hangars.

In addition, per the approved April 2008 ALP a full-length parallel taxiway serving the primary runway was constructed in 2019. Construction of this parallel taxiway resulted in the removal of nine (9) turf tiedown locations and significantly reduced the size of the North GA Apron essentially restricting the ability to park any planes on this apron. Prior to the parallel taxiway project, the airport had insufficient on-pavement tiedown locations as compared to the demand. The existing aprons are frequently filled with aircraft from transient corporate aircraft to the local flight school aircraft. Currently the airport only has two (2) on-pavement tiedown locations on the South GA Apron. This is insufficient for the demand for on-pavement tiedown locations at the airport.

Considering the above information, KLJ began to develop alternatives for an apron expansion that could accommodate required apron expansion needs while limiting impacts to existing facilities. After several renditions were presented to the City and Airport a preferred alternative was developed. The preferred alternative was submitted to the FAA Dakota-Minnesota ADO and OE/AAA Portal for review and approval. The proposed apron expansion is the same as shown on this recently approved Terminal Area Plan Update of the ALP. The proposed apron expansion would include seven (7) new on-pavement aircraft tiedown locations and provide space for additional future hangar development as well. The seven (7) new on-pavement aircraft tiedown locations were chosen to maximize the recovery of the nine (9) removed turf tie downs from the parallel taxiway project. The Terminal Area Plan Update did not account for all nine (9) lost turf tie down locations in the design as it was laid out to accommodate future hangar development and taxilanes in the area as well per the original layout.

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes ☒ No ☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No	
☐ The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
☐ Yes ☒ No ☐ N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
☐ Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, 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 Sponsor, 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 Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Sponsor affirms it promotes development of the property adjacent to the airport for uses that are compatible with the airport.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default on any applicable obligations.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

The Sponsor affirms there are not any circumstances that may preclude the successful completion of the project or complying with all applicable grant assurances.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The Sponsor affirms the project is consistent with the approved ALP.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The Sponsor affirms it has given fair consideration to applicable community interest associated with the project.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The Sponsor affirms it had undertaken reasonable consultation with affected airport users.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

The proposed project does not require a public hearing.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not Applicable.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

The Sponsor affirms there is no grant of an exclusive right for the conduct of any aeronautical activity on the airport.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The Sponsor maintains property interest as depicted with the property table on Exhibit A property map dated January 16, 2013.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Not Applicable.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Not Applicable.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog Number: 20.106	
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 13,387
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			121,644
5. Other Architectural engineering fees			4,952
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			981,017
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 1,121,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			1,121,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 1,121,000
19. Federal Share requested of Line 18			1,121,000
20. Grantee share			
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 1,121,000

SECTION C – EXCLUSIONS

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	\$ 0

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 0
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 0

SECTION E – REMARKS

(Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Apron Expansion Construction
AIRPORT: Madison Municipal Airport
1. Objective: The project will consist of construction of the south general aviation apron expansion.
2. Benefits Anticipated: A full-length parallel taxiway serving the primary runway was constructed in 2019. Construction of this parallel taxiway resulted in the removal of nine (9) turf tiedown locations and significantly reduced the size of the North GA Apron essentially restricting the ability to park any planes on this apron. The existing aprons are frequently filled with aircraft from transient corporate aircraft to the local flight school aircraft. Currently the airport only has two (2) on-pavement tiedown locations on the South GA Apron. This project will construct additional tiedown spaces.
3. Approach: (See approved Scope of Work in Final Application) Construction observation/administration - The project will be completed through a traditional construction administration contract. KLJ of Sioux Falls, SD will serve as the Sponsor's consultant to lead this effort.
4. Geographic Location: Madison Municipal Airport is located approximately 1 mile east of Madison, SD.
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number) Marshall Dennert, Mayor, 116 W. Center St., Madison, SD 57042, (605) 256-7500



BID TABULATION
Madison Municipal Airport
Construct General Aviation Apron Expansion
AIP #3-46-0029-020-2021 KLJ #2005-00264



				Engineer's Opinion of Construction Cost		Bowes Construction Brookings, South Dakota		Rounds Construction Company Brookings, South Dakota	
Item	Description	Qty.	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
BASE BID - Construct General Aviation Apron Expansion									
1	Mobilization	1	L.S.	\$ 108,000.00	\$ 108,000.00	\$ 145,000.00	\$ 145,000.00	\$ 125,000.00	\$ 125,000.00
2	Staging/Storage Area and Temporary Access Road	1	L.S.	15,000.00	15,000.00	4,838.00	4,838.00	6,552.00	6,552.00
3	Construction Staking	1	L.S.	20,000.00	20,000.00	18,902.00	18,902.00	13,578.00	13,578.00
4	Airside Traffic Control	1	L.S.	20,000.00	20,000.00	11,774.00	11,774.00	21,948.00	21,948.00
5	Remove and Dispose of ±4" Asphalt Pavement - Full Depth	27	S.Y.	10.00	270.00	4.00	108.00	29.40	793.80
6	Unclassified Excavation	12,385	C.Y.	12.00	148,620.00	6.50	80,502.50	5.44	67,374.40
7	Subgrade Repair (As Needed)	357	C.Y.	15.00	5,355.00	8.75	3,123.75	4.52	1,613.64
8	Geogrid (As Needed)	1,072	S.Y.	4.00	4,288.00	3.00	3,216.00	2.12	2,272.64
9	Seperation Geotextile	10,718	S.Y.	3.00	32,154.00	3.00	32,154.00	1.35	14,469.30
10	Subbase Course, 35"	10,420	C.Y.	35.00	364,700.00	26.66	277,797.20	34.65	361,053.00
11	Aggregate Base Course, 6"	1,786	C.Y.	60.00	107,160.00	28.40	50,722.40	33.36	59,580.96
12	Hot Mix Asphalt Pavement, 4", Class G, PG 58-34	2,472	Ton	110.00	271,942.00	107.50	265,761.50	123.55	305,440.31
13	Emulsified Asphalt Tack Coat	1,046	Gal.	6.00	6,276.00	2.25	2,353.50	5.79	6,056.34
14	Surface Preparation	1	L.S.	2,000.00	2,000.00	1,229.00	1,229.00	589.00	589.00
15	Reflective Media	1	L.S.	1,000.00	1,000.00	768.00	768.00	354.00	354.00
16	Taxiway Marking	1,298	S.F.	8.00	10,384.00	2.00	2,596.00	3.36	4,361.28
17	12" RCP Culvert, Cl. 3	36	L.F.	40.00	1,440.00	110.00	3,960.00	101.00	3,636.00
18	12" RC Culvert End Section, Cl. 3	2	Ea.	600.00	1,200.00	891.00	1,782.00	1,285.00	2,570.00
19	4" Perforated Edgedrain Pipe with Filter Sock	962	L.F.	15.00	14,430.00	10.00	9,620.00	24.50	23,569.00
20	4" PVC Outlet Line & Headwall	1	Ea.	1,500.00	1,500.00	2,040.00	2,040.00	2,767.00	2,767.00
21	Remove and Dispose of Concrete Aircraft Tiedown	6	Ea.	300.00	1,800.00	236.00	1,416.00	448.00	2,688.00
22	Install Aircraft Tiedown in New Asphalt Pavement	21.0	Ea.	1,000.00	21,000.00	1,653.00	34,713.00	824.00	17,304.00
23	Seeding	1.50	Acre	4,000.00	6,000.00	1,536.00	2,304.00	1,325.00	1,987.50
24	Topsoiling (On Site)	957	C.Y.	10.00	9,570.00	7.25	6,938.25	4.87	4,660.59
25	Mulching	1.50	Acre	4,000.00	6,000.00	1,485.00	2,227.50	2,266.00	3,399.00
26	Biorolls	230	L.F.	5.00	1,150.00	5.00	1,150.00	5.89	1,354.70
27	Temporary Erosion Control Fiber Mats	59	S.Y.	10.00	590.00	5.00	295.00	3.54	208.86
28	Miscellaneous Utility Coordination	1	L.S.	1,000.00	1,000.00	1,618.00	1,618.00	118.00	118.00
29	Miscellaneous Lowering of Utility Line Depths	1	L.S.	4,000.00	4,000.00	4,133.00	4,133.00	118.00	118.00
30	#2 AWG, 600V, Type RHW/USE Cable, Installed In Duct Bank or Conduit	400	L.F.	8.00	3,200.00	4.00	1,600.00	4.47	1,788.00
31	#2 AWG, Insulated, Stranded Equipment Ground, Installed in Duct Bank or Conduit	200	L.F.	3.00	600.00	4.00	800.00	4.31	862.00
32	Non-Encased Electrical Conduit, 2" PVC Schedule 80	200	L.F.	15.00	3,000.00	12.00	2,400.00	8.36	1,672.00
33	L-867D Base Can W/ Solid Cover	2	Ea.	600.00	1,200.00	1,587.00	3,174.00	1,463.00	2,926.00
TOTAL BID - BASE BID				\$	1,194,829.00	\$	981,016.60	\$	1,062,665.32

SUMMARY OF BIDS

TOTAL BID - BASE BID	\$	1,194,829.00	\$	981,016.60	\$	1,062,665.32
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Bid Proposal item number irregularity corrected for missing bid item 14 by substituting the corresponding bid item 15 to replace bid item 14 and consecutive numbering after.


Project Manager's Signature - Aaron Storm

4/9/2021
Date

True tabulations of bids received on: April 8, 2021

Number of bids received: 5

Bids rejected: 0

Corrections made due to mathematical errors in calculating costs.



BID TABULATION
Madison Municipal Airport
Construct General Aviation Apron Expansion
AIP #3-46-0029-020-2021 KLJ #2005-00264

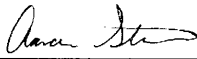


				Midland Contracting Huron, South Dakota		Double H Paving Tea, South Dakota		Webster Scale Huron, South Dakota	
Item	Description	Qty.	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
BASE BID - Construct General Aviation Apron Expansion									
1	Mobilization	1	L.S.	\$ 158,600.00	\$ 158,600.00	\$ 127,325.00	\$ 127,325.00	\$ 110,000.00	\$ 110,000.00
2	Staging/Storage Area and Temporary Access Road	1	L.S.	27,500.00	27,500.00	10,000.00	10,000.00	4,500.00	4,500.00
3	Construction Staking	1	L.S.	35,000.00	35,000.00	20,000.00	20,000.00	17,000.00	17,000.00
4	Airside Traffic Control	1	L.S.	27,500.00	27,500.00	12,850.00	12,850.00	17,000.00	17,000.00
5	Remove and Dispose of #4" Asphalt Pavement - Full Depth	27	S.Y.	50.00	1,350.00	11.15	301.05	20.00	540.00
6	Unclassified Excavation	12,385	C.Y.	7.00	86,695.00	11.15	138,092.75	10.00	123,850.00
7	Subgrade Repair (As Needed)	357	C.Y.	10.00	3,570.00	5.55	1,981.35	10.00	3,570.00
8	Geogrid (As Needed)	1,072	S.Y.	3.00	3,216.00	2.75	2,948.00	3.00	3,216.00
9	Seperation Geotextile	10,718	S.Y.	2.65	28,402.70	1.65	17,684.70	1.78	19,078.04
10	Subbase Course, 35"	10,420	C.Y.	31.00	323,020.00	43.50	453,270.00	42.75	445,455.00
11	Aggregate Base Course, 6"	1,786	C.Y.	35.00	62,510.00	40.00	71,440.00	47.00	83,942.00
12	Hot Mix Asphalt Pavement, 4", Class G, PG 58-34	2,472	Ton	122.65	303,215.33	95.00	234,859.00	120.00	296,664.00
13	Emulsified Asphalt Tack Coat	1,046	Gal.	2.50	2,615.00	4.90	5,125.40	6.00	6,276.00
14	Surface Preparation	1	L.S.	1,320.00	1,320.00	1,340.00	1,340.00	1,500.00	1,500.00
15	Reflective Media	1	L.S.	825.00	825.00	830.00	830.00	1,000.00	1,000.00
16	Taxiway Marking	1,298	S.F.	2.20	2,855.60	2.20	2,855.60	2.25	2,920.50
17	12" RCP Culvert, Cl. 3	36	L.F.	70.00	2,520.00	39.15	1,409.40	100.00	3,600.00
18	12" RC Culvert End Section, Cl. 3	2	Ea.	750.00	1,500.00	335.00	670.00	1,000.00	2,000.00
19	4" Perforated Edgedrain Pipe with Filter Sock	962	L.F.	22.50	21,645.00	19.00	18,278.00	15.00	14,430.00
20	4" PVC Outlet Line & Headwall	1	Ea.	1,500.00	1,500.00	445.00	445.00	2,500.00	2,500.00
21	Remove and Dispose of Concrete Aircraft Tiedown	6	Ea.	750.00	4,500.00	610.00	3,660.00	500.00	3,000.00
22	Install Aircraft Tiedown in New Asphalt Pavement	21.0	Ea.	825.00	17,325.00	835.00	17,535.00	1,100.00	23,100.00
23	Seeding	1.50	Acre	1,650.00	2,475.00	1,675.00	2,512.50	1,100.00	1,650.00
24	Topsoiling (On Site)	957	C.Y.	2.75	2,631.75	6.70	6,411.90	4.00	3,828.00
25	Mulching	1.50	Acre	1,595.00	2,392.50	1,620.00	2,430.00	2,500.00	3,750.00
26	Biorolls	230	L.F.	3.30	759.00	3.35	770.50	7.00	1,610.00
27	Temporary Erosion Control Fiber Mats	59	S.Y.	5.50	324.50	5.55	327.45	12.00	708.00
28	Miscellaneous Utility Coordination	1	L.S.	500.00	500.00	500.00	500.00	750.00	750.00
29	Miscellaneous Lowering of Utility Line Depths	1	L.S.	5,000.00	5,000.00	500.00	500.00	2,000.00	2,000.00
30	#2 AWG, 600V, Type RHW/USE Cable, Installed in Duct Bank or Conduit	400	L.F.	4.17	1,668.00	4.20	1,680.00	4.25	1,700.00
31	#2 AWG, Insulated, Stranded Equipment Ground, Installed in Duct Bank or Conduit	200	L.F.	4.01	802.00	4.05	810.00	4.25	850.00
32	Non-Encased Electrical Conduit, 2" PVC Schedule 80	200	L.F.	7.81	1,562.00	7.90	1,580.00	10.00	2,000.00
33	L-867D Base Can W/ Solid Cover	2	Ea.	1,366.42	2,732.84	1,390.00	2,780.00	1,750.00	3,500.00
TOTAL BID - BASE BID				\$	1,138,032.22	\$	1,163,202.60	\$	1,207,487.54

SUMMARY OF BIDS

TOTAL BID - BASE BID \$ 1,138,032.22 \$ 1,163,202.60 \$ 1,207,487.54

Bid Proposal item number irregularity corrected for missing bid item 14 by substituting the corresponding bid item 15 to replace bid item 14 and consecutive numbering after.


Project Manager's Signature - Aaron Storm

4/9/2021
Date

True tabulations of bids received on: April 8, 2021

Number of bids received: 5

Bids rejected: 0

Corrections made due to mathematical errors in calculating costs.

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR
AIRPORT PROJECT NUMBER AIP 3-46-0029-020-2021**

This Agreement is entered into by and between the City of Madison, South Dakota, of 116 West Center Street, Madison, South Dakota 57042, referred to in this Agreement as the "SPONSOR," and KLJ Engineering LLC, of 4585 Coleman Street, Bismarck, ND 58503, referred to in this Agreement as the "ENGINEER."

BACKGROUND:

1. The SPONSOR intends to construct the following airport improvements at the Madison Municipal Airport, with state, local, and federal assistance:

Expand South GA Apron

- Task 3 - Construction Administration and Observation Services
- Task 14 - FAA Project Closeout Report Services

2. The SPONSOR wants approved plans and specifications prepared and available, together with other professional services described in this Agreement, to implement the construction of the above project.
3. The ENGINEER is in compliance with the South Dakota statutes relating to the registration of professional engineers and has indicated a willingness to provide the professional engineering services necessary for the project.

THE SPONSOR AND THE ENGINEER MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

- A. The SPONSOR will retain and employ the ENGINEER and the ENGINEER will perform the agreed professional services for the project at the Madison Municipal Airport, Project Number AIP 3-46-0029-020-2021, referred to in this Agreement as the "Project."
- B. The Project and the agreed professional services are more particularly described and incorporated in this Agreement in the attached Exhibit A, entitled "Detailed Scope of Services." The anticipated level of effort is described and incorporated in this Agreement in the attached Exhibit B, entitled "Cost Breakdown."
- C. The ENGINEER'S preparation of plans and specifications must be in accordance with the current Federal Aviation Administration Standards for Specifying Construction of Airports (AC 150/5370-10H) and current Federal Aviation Administration (FAA) Advisory Circulars.
- D. Design standards for airports contained in current FAA Advisory Circulars are mandatory requirements and the design must conform in all aspects to current FAA Advisory Circulars, unless the FAA grants written approval, in advance, to deviate from these design standards.
- E. If the ENGINEER alters any of the standards in the current FAA Standards for Specifying Construction of Airports (AC 150/5370-10H), the ENGINEER must submit the following with the preliminary plans and specifications: 1) the ENGINEER'S letter of explanation detailing why the standards were altered and 2) the FAA approval letter allowing for the specific modification to the design standards.

2. PERIOD OF PERFORMANCE

This Agreement will begin upon date of last signature. The ENGINEER will complete the scope of work as defined in the detailed scope of work in the attached Exhibit A.

3. PAYMENT AND MAXIMUM LIMITING AMOUNT

Compensation under this Agreement will be broken into two separate and independent forms, as follows: 1) lump sum and 2) cost plus fixed fee. Following the description of the compensation method below, Tables A and B detail the items to be compensated on either a lump sum basis or a cost plus fixed fee basis.

The SPONSOR will reimburse the ENGINEER for all labor required to satisfactorily complete the work contemplated by this Agreement on either a lump sum basis or a cost plus fixed fee basis. The fixed fee will be clearly specified. The ENGINEER will be reimbursed for all materials and equipment required to satisfactorily complete the work contemplated by this Agreement on the basis of cost. Allowable costs will be direct salary, material and equipment direct costs, payroll additive, and general overhead. The general overhead will include insurance costs as described in section 9 of this Agreement. Allowable direct and indirect costs must be based on the established and customary accounting practices of the ENGINEER.

The SPONSOR will reimburse only reasonable costs for travel, meal, and lodging expenses. Maximum travel, meal, and lodging costs are as established in the Federal Travel Regulations.

For provisional billing purposes, the ENGINEER will use actual costs for direct salary, and current available costs for material and equipment, payroll additive, and general overhead. The SPONSOR will pay that portion of the fixed fee in the proportion the actual work completed as documented on the monthly progress reports bears to the whole. The ENGINEER'S invoices will include the ENGINEER'S job cost/project number.

The final reimbursement will be based on the actual unit rates in accordance with 48 CFR Part 31 and the ENGINEER'S usual and normal practice as determined by audit after all authorized work is completed, subject to the limiting amount. No additional payment for premium time as it relates to hours worked beyond forty (40) hours per week will be considered unless accumulated in accordance with the ENGINEER'S usual and normal practice.

The ENGINEER will certify that the ENGINEER'S accounting system complies with standards stated in the attached ENGINEER Accounting Certification, incorporated in this Agreement as Exhibit E.

The ENGINEER will present the SPONSOR with a voucher for the ENGINEER'S services, material usage, and equipment usage after the work has been performed and the expenses incurred. Documentation of these charges will be to the satisfaction of the SPONSOR and the South Dakota Department of Transportation (SDDOT). If the final plans are not acceptable to the SPONSOR and the SPONSOR must finish the plans, the SPONSOR will bill or deduct the costs incurred by the SPONSOR for completing the plans. The SPONSOR must approve the vouchers prior to reimbursement being made by the SPONSOR. The maximum limiting amount will be specified in the scope of work. The stated limiting amount will be construed to be a maximum amount, and is not a guarantee by the SPONSOR that the ENGINEER will be entitled to sufficient work to justify such amount.

If, during the course of construction, errors or omissions are discovered on the plans which the ENGINEER has provided pursuant to this Agreement, the ENGINEER will make the necessary corrections and furnish same to the SPONSOR, within a time period specified by the SPONSOR, at no additional compensation.

The ENGINEER has submitted to SDDOT indirect costs as percentages of direct salary costs to be used provisionally for progress payments for work accomplished during the ENGINEER'S current fiscal year. **The ENGINEER will request use of updated provisional percentage rates within four (4) months after the close of each fiscal year** in order to more accurately reflect the cost of work during subsequent years. Provisional rates will be based on the actual costs incurred during the ENGINEER'S fiscal year. In accordance with FAA 14 CFR 152.305, the ENGINEER will submit all Schedules of Indirect Costs submitted with a Certification of Indirect Costs document (see EXHIBIT F).

A. LUMP SUM COMPENSATION

The SPONSOR will pay the ENGINEER for services in a lump sum amount to cover all costs for completion of the work items listed in Table A below. The lump sum costs will include direct salary costs, general

overhead costs, direct non-salary expenses, and all other expenses as defined in the current edition of the FAA Advisory Circular 150/5100-14.

The lump sum payment will be based on the hours and expenses indicated in Exhibit B and will include an element for fixed fee. The lump sum fee for the work contemplated under this Agreement will constitute total compensation for all of the work necessary to complete the individual items specified in the Scope of Services. Monthly payments for those items specified in Table A will be based on the percentage of work completed to date.

Table A indicates those work items covered as lump sum payment items and the total cost or compensation for each of those items. Exhibit B provides a detailed listing of the lump sum fees and justification for those fees.

TABLE A: LUMP SUM	
Task Item	Total Cost/Compensation
FAA Project Closeout Report	\$4,952.14

B. COST PLUS FIXED FEE COMPENSATION

The SPONSOR will pay the ENGINEER for services on an actual cost plus fixed fee basis. The actual costs will consist of direct salary costs, general overhead costs, direct non-salary expenses, and all other expenses as defined in the current edition of the FAA Advisory Circular 150/5100-14. The fixed fee, based on the schedules in **Exhibit B**, must not vary from the maximum specified unless the overall scope of the Project changes. The SPONSOR will make monthly payments as the work progresses for those items specified in Table B.

Table B indicates those work items covered as a cost plus fixed fee payment items, the description of services, total estimated compensation for each of those items, and the fixed fee.

TABLE B: COST PLUS FIXED FEE		
Task Item	Fixed Fee	Total Cost/Compensation
Construction Administration and Observation	\$12,171.27	\$ 121,644.21

C. The maximum limiting amount for this Agreement is \$126,596.35.

4. EXTRA WORK

The SPONSOR may, at any time by written order, make changes within the general scope of work under this Agreement. Any changes which materially increase or reduce the cost of or the time required for performance of services under this Agreement will be deemed a change in the scope of work for which adjustment will be made in the Agreement's maximum limiting fee and the fixed fee, or the time for performance, or both, and the Agreement will be modified in writing accordingly.

The SPONSOR will pay the ENGINEER for Extra Work separately and in addition to the consideration of the original Agreement. However, the ENGINEER will perform no Extra Work without the SPONSOR'S prior written authorization. The SPONSOR will pay the ENGINEER for Extra Work on the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. No claims will be allowed unless written approval for Extra Work has been secured in advance from the SPONSOR.

5. AMENDMENT

This Agreement may not be amended, except in writing, which writing will be identified as a part of this Agreement, and be signed by an authorized representative of each of the parties.

6. TERMINATION

The SPONSOR may terminate this Agreement, in whole or in part, on ten (10) days' written notice. If the ENGINEER breaches any of the terms or conditions of this Agreement, the SPONSOR may terminate this Agreement with or without notice. The SPONSOR will pay the ENGINEER for acceptable work accomplished to the date of termination upon furnishing to the SPONSOR all work product produced to the time of termination.

If the SPONSOR terminates this Agreement without fault on the part of the ENGINEER, the ENGINEER will deliver to the SPONSOR all work product completed to the date of termination. This work product will become the property of the SPONSOR and the SPONSOR will pay ENGINEER for work performed and delivered up to the date of termination. The value of the work performed and services rendered and delivered, and the amount to be paid as actual costs must be mutually satisfactory to the SPONSOR and to the ENGINEER. The SPONSOR will pay the ENGINEER a portion of the fixed fee, based on the ratio of the actual costs incurred to the estimated actual costs contained in the Agreement, plus actual costs. The actual costs will be determined by audit of these costs to the date of termination, subject to the maximum limiting fee.

If the SPONSOR terminates the ENGINEER'S services for fault on the part of the ENGINEER, the SPONSOR will be entitled to recover payments made to the ENGINEER for the work which is the cause of the at-fault termination. The SPONSOR will pay the ENGINEER only for work satisfactorily performed and delivered to the SPONSOR up to the date of termination. The SPONSOR may adjust any payments due to the ENGINEER at the time of termination to cover any additional costs to the SPONSOR due to the ENGINEER'S default. After audit of the ENGINEER'S actual costs to the date of termination and after the SPONSOR'S determination of the amount of work satisfactorily performed and the additional costs incurred by the SPONSOR due to the ENGINEER'S default, the SPONSOR will determine the amount to pay the ENGINEER. Upon termination, the SPONSOR may take over the work and may award another party an agreement to complete the work under this Agreement.

The SPONSOR reserves the right to suspend this Agreement at any time. The SPONSOR may initiate a suspension by written notice to the ENGINEER. The suspension will be effective as of the date established in the suspension notice. The SPONSOR will pay for the ENGINEER'S services to the date of suspension, in accordance with the above paragraphs.

The ENGINEER may terminate this Agreement with SPONSOR'S approval.

7. ASSIGNMENT

The ENGINEER will not assign, sublet, or transfer any interest in this Agreement without the SPONSOR'S written permission. The ENGINEER may not use subcontractors to perform any of the described services without the SPONSOR'S prior written consent. The ENGINEER will include provisions in the ENGINEER'S subcontracts requiring subcontractors to comply with the applicable provisions of this Agreement, to indemnify the SPONSOR, and to provide insurance coverage for benefit of the SPONSOR, in a manner consistent with this Agreement. The ENGINEER will cause its subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements.

8. REPORTING

The ENGINEER will report to the SPONSOR any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject the ENGINEER, the SPONSOR, or the SPONSOR'S officers, agents, or employees to liability. The ENGINEER will report any such event to the SPONSOR immediately upon discovery.

The ENGINEER'S obligation under this section will only be to report the occurrence of any event to the SPONSOR and to make any other report provided for by the ENGINEER'S duties or applicable law. The ENGINEER'S obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (such as attorney-client communications). Reporting to the SPONSOR under this section will not excuse or

satisfy any obligation of the ENGINEER to report any event to law enforcement or other entities under the requirements of any applicable law.

9. PROMPT PAYMENT AS REQUIRED IN 49 CFR 26.29

The ENGINEER will pay subcontractors or suppliers within thirty (30) days of receiving payment for work that is submitted for progress payment by the SPONSOR. If the ENGINEER withholds payment beyond this time period, the ENGINEER will submit written justification to the SPONSOR, upon request. If the SPONSOR determines a subcontractor or supplier has not received payment due without just cause, the SPONSOR may withhold future estimated payments or may direct the ENGINEER to make such payment to the subcontractor or supplier.

10. INSURANCE

Before the ENGINEER begins work under this Agreement, the ENGINEER will furnish the SPONSOR the following certificates of insurance and assure that the insurance is in effect for the life of this Agreement:

A. General Liability

The ENGINEER will maintain occurrence general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this Agreement or be no less than \$2,000,000.

B. Workers' Compensation

The ENGINEER will procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

C. Professional Liability Insurance or Miscellaneous Professional Liability

The ENGINEER will procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.

D. Business Automobile Liability Insurance

The ENGINEER will maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.

11. INDEPENDENT CONTRACTOR

While performing services under this Agreement, the ENGINEER is an independent contractor and not an officer, agent, or employee of the SPONSOR.

No employee of the ENGINEER engaged in the performance of services required under this Agreement will be considered an employee of the SPONSOR. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party as a consequence of any act or omission of the part of the work or service provided under this Agreement by the ENGINEER will be the SPONSOR'S obligation or responsibility.

12. INDEMNIFICATION

The ENGINEER will indemnify the SPONSOR, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings which may arise as a result of the negligence, misconduct, error, or omission of the ENGINEER or any officer, agent, or employee of the ENGINEER performing services under this Agreement. This section does not require the ENGINEER to be responsible for or defend against claims or damages arising solely from acts or omissions of the SPONSOR, its officers, agents, or employees.

13. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, that holding will not invalidate or render unenforceable any other provision of this Agreement.

14. SUPERCESSION

All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and, except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to its subject matter.

15. CONTROLLING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota.

16. AUDIT

The ENGINEER will maintain a cost accounting system capable of segregating and allocating costs incurred in connection with this Agreement.

All Project charges will be subject to audit in accordance with the SPONSOR'S current procedures and 2 CFR Part 200.

Upon reasonable notice, the ENGINEER will allow the SPONSOR, the FAA, and the Comptroller General of the United States, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The ENGINEER will keep these records clearly identified and readily accessible for a period of three (3) years after the date of final payment under this Agreement is made and all other pending matters are closed.

17. COMPLIANCE

The ENGINEER will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements. The ENGINEER will procure all licenses, permits, and other rights necessary for fulfillment of ENGINEER'S obligations under this Agreement.

18. NOTICE

Any notice or other communication required under this Agreement will be in writing and sent to the respective address set forth above. Notices will be given by and to Marshall Dennert, Mayor on behalf of the SPONSOR, and by and to Aaron Storm, Project Manager on behalf of the ENGINEER, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties will be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. CERTIFICATION REGARDING LOBBYING

The ENGINEER certifies, to the best of the ENGINEER'S knowledge and belief, that: No federal appropriated funds have been paid or will be paid, by or on behalf of the ENGINEER, 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 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 a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the ENGINEER will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The ENGINEER will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will 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 will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

20. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The ENGINEER certifies, by signing this Agreement, that neither the ENGINEER nor the ENGINEER'S principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.

21. CIVIL RIGHTS (49 CFR Part 21)

The ENGINEER will be bound by Exhibit C, attached to and made a part of this Agreement, said assurance being entitled, "STANDARD TITLE VI/NONDISCRIMINATION ASSURANCES APPENDIX A & E." The ENGINEER will provide services in compliance with the American with Disabilities Act of 1990, and any amendments.

22. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520

The ENGINEER will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person will, 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 obligates the ENGINEER or its transferee for the period during which federal assistance is extended to the airport program, except where federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the ENGINEER or any transferee for the longer of the following periods: (a) the period during which the property issued by the 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 (b) the period during which the SPONSOR or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

23. CLEAN AIR ACT (49 CFR Part 18)

The ENGINEER stipulates that any facility to be utilized in the performance of this Agreement, under the Clean Air Act, as amended, Executive Order 11738, and regulations in implementation thereof is not listed on the U.S. Environmental Protection Agency List of Violating Facilities pursuant to 40 CFR 15.20 and that the SPONSOR will be promptly notified of the receipt by the ENGINEER of any communication from the Director, Office of Federal Activities, EPTA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

24. RIGHTS TO INVENTIONS (49 CFR Part 18)

All rights to inventions and materials generated under this Agreement are subject to regulations issued by the FAA and the SPONSOR of the federal grant under which this Agreement is executed. The SPONSOR will provide information regarding these rights, if requested.

25. DBE REQUIREMENTS (49 CFR Part 26)

It is the policy of the SDDOT that disadvantaged business enterprises (DBE) as defined in 49 CFR Part 26 will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

DBE Obligation. The ENGINEER will ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part

with federal funds provided under this Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The ENGINEER will not discriminate on the basis of race, color, national origin, or sex in the award and performance of SDDOT assisted contracts.

26. TRADE RESTRICTION (49 CFR Part 30)

The ENGINEER or its subcontractor, by submission of an offer and execution of an agreement, certifies that it:

- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- B. has not knowingly entered into any contract or subcontract for this Project with a person that is a citizen or national of a foreign country 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;
- C. 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 Secretary of the SDDOT waives the restrictions of this clause in accordance with 49 CFR 30.17, no contract will be awarded to a contractor or subcontractor who is unable to certify to the above. If the ENGINEER 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 SPONSOR, SDDOT, or FAA.

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

The ENGINEER must provide immediate written notice to the SPONSOR if the ENGINEER learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The ENGINEER'S subcontractor must provide written notice to the ENGINEER if at any time it learns that the ENGINEER'S subcontractor's 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 ENGINEER or the ENGINEER'S subcontractor knowingly rendered an erroneous certification, the FAA may direct through the SPONSOR cancellation of the contract or subcontract for default at no cost to the SPONSOR or the FAA.

Nothing contained in the foregoing will 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.

27. EQUAL OPPORTUNITY

The ENGINEER and the ENGINEER'S subcontractor will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and

advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

28. CERTIFICATION OF ENGINEER

The ENGINEER warrants that the ENGINEER is in compliance with the Certification of Engineer attached as Exhibit D and made a part of this Agreement.

The parties signify their agreement by signatures affixed below.

KLJ Engineering LLC

City of Madison, South Dakota

By: 

By: _____

Its: VP, Environment & Infrastructure

Its: Mayor

Date: 4/27/2021

Date: _____

(Corporate Seal)

Attest:

City Auditor/Clerk

(City Seal)

DETAILED SCOPE OF SERVICES

A. Design and Preparation of Plans and Specifications

- ~~_____ i. The ENGINEER will develop plans, cost estimates, and bidding documents for review by the SPONSOR and the South Dakota Department of Transportation (SDDOT), and for submission to the Federal Aviation Administration, Airports District Office (FAA). **When required by FAA Order 5100.38D, Airport Improvement Program Handbook, the ENGINEER will submit construction safety plan sheets of the plans to FAA for approval.**~~
- ~~_____ ii. The ENGINEER'S plans or drawings will include making necessary field surveys; arranging for soil or any necessary testing analyses; and preparation of cost estimates. **The SPONSOR will not accept any plans and specifications unless cost estimates accompany the submission.**~~
- ~~_____ iii. The ENGINEER will submit copies of the Project's Construction Safety Plan to SDDOT and FAA for approval, prior to completion of the plans. Following review and receipt of comments from the SPONSOR and SDDOT, the ENGINEER will proceed with the preparation of the Project's final plans and specifications.~~
- ~~_____ iv. The ENGINEER will certify the plans and specifications by placing and signing the following statement on the plans and specifications:~~

~~I hereby certify, to the best of my professional ability, these plans and specifications were developed under my supervision in accordance with all applicable federal standards and requirements. No deviation from or modification to standards as set forth in the Federal Aviation Administration Advisory Circulars will be necessary other than those previously approved by the Federal Aviation Administration.~~

~~_____ Professional Seal/Signature: _____~~

~~_____ Date: _____~~

- ~~_____ v. The ENGINEER will prepare cost estimates based on the final design, make any required supplemental design analyses, and hold consultations, as necessary, to obtain the SPONSOR'S approval and SDDOT'S acceptance. The ENGINEER will furnish to SDDOT, FAA, and the SPONSOR, a sufficient number of copies of the plans, specification, and other documents necessary for the review, approval, and acceptance.~~
- ~~_____ vi. If the Project includes paving work in excess of \$500,000.00, the ENGINEER will submit a Construction Management Program as outlined in FAA Order 5100.38D, and in paragraph C of this Exhibit for SDDOT'S acceptance, and for submission to and acceptance by FAA, prior to starting any construction.~~
- ~~_____ vii. The SPONSOR may require the ENGINEER to develop a Construction Management Program for projects with less than \$500,000.00 in paving costs.~~

B. Bidding and Negotiation Services

- ~~_____ i. The ENGINEER will provide assistance in soliciting bidders; will attend the bid opening; will tabulate, and analyze bids; will prepare a revised estimate on bids; will make recommendations to the SPONSOR for award of construction contracts for the construction of the improvements; will assist in any negotiations of proposals as required; and will assist in any preparation of the formal construction contract documents.~~
- ~~_____ ii. In the preparation of any formal construction contract documents, the ENGINEER will act only within the ENGINEER'S proper authority. The parties to this Agreement understand and agree proper legal review of the documents and data will be necessary.~~
- ~~_____ iii. The ENGINEER will furnish the necessary documents for the use of prospective bidders.~~

C. Construction Administration Services

- i. During the construction of the Project, the ENGINEER will periodically review the work performed by the contractor and will supervise and manage the ENGINEER'S employees assigned to the Project under paragraph D of this Exhibit.
- ii. The ENGINEER will assist in correct interpretation of the plans and specifications, attend preconstruction conference, prepare change orders, supplement agreements and periodic progress payment estimates, make a final inspection, and final payment estimates.
- iii. The ENGINEER will prepare and submit to the SPONSOR and SDDOT "As Built" or "Construction Plans of Record," ~~and an updated Airport Layout Plan (ALP).~~
- iv. The ENGINEER will prepare and submit Quality Project Closeout Reports Volumes 1 and 2 to the SPONSOR, SDDOT, and FAA.
- v. Upon review of the Quality Project Closeout Reports Volumes 1 and 2 by SDDOT and FAA, the SDDOT or FAA may require the ENGINEER to revise the reports, as necessary.
- vi. The Construction Management Plan will be required for all projects with paving costs in excess of \$500,000.00, and as required by FAA Order 5100.38D Airport Improvement Program Handbook.
- vii. The ENGINEER will provide the following for Quality Closeout Report Volume 2:
 1. Construction Management Plan: The ENGINEER will furnish to SDDOT two (2) copies of the Construction Management Program Volume 2 part A. SDDOT will retain one (1) copy and will submit one (1) copy to FAA prior to the start of construction, in accordance with AC 150/5370 "Quality Control of Construction for Airport Grant Projects." The ENGINEER will detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the federal specifications. The Construction Management Program will include as a minimum the following:
 - a. Name of the person representing the SPONSOR who has overall responsibility for contract administration for the Project and the authority to take necessary actions to comply with the contract.
 - b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the Project, together with a description of the services to be provided.
 - c. Procedures for determining that testing laboratories meet the requirements of the American Society of Testing Material's standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).
 - d. Qualifications of engineering supervision and construction inspection personnel.
 - e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - f. Procedures for ensuring that the tests are taken in accordance with the program, the tests are documents daily, the proper corrective actions, where necessary, are undertaken, and the quantity of materials used is adequate.
 2. Final Test and Quality Control Report (Volume 2 part b): The ENGINEER will submit the Final Test and Quality Control Report with Volume 1 of the Project Closeout Report. The ENGINEER will include in the report, as a minimum, the following:

- a. Results of the tests performed, highlighting those tests that failed or did not meet the applicable test standard. A narrative should precede each specification category identifying failed tests and the corrective action taken. The narrative should also include an explanation of any pay reductions, applied, and reasons for accepting any out-of-tolerance material. The narrative should be followed by supporting computations. The report should include all test results with a summary sheet of test results proceeding actual test data. Specification limits or tolerance should be listed on all test results or data.
- b. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the FAA'S discretion and will be based on the type or types of required tests not performed or not documented and will commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- c. Copies of all material certifications, job mixes, range and control charts, gradation results, weekly construction progress reports, and construction working day count must be included in the report.

D. Resident Engineering, Inspection, and Staking Services

- i. The ENGINEER will provide resident construction inspection and establishment of vertical and horizontal control. The resident construction inspection responsibilities will include complying with Construction Management Plan and recording data for the Test and Quality Control Report.
- ii. The resident construction inspection services will include establishment of lines and grades, and surveys to determine item quantities for final payment estimates.
- iii. The resident construction inspector and assistants will inspect the work of the contractor to assure the Project and its several elements are constructed in compliance with the plans and specifications and will help safeguard against defects and deficiencies in the work. The furnishing of such resident construction inspection will not serve to make the ENGINEER responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for the failure of the construction contractor to perform the construction work in accordance with the contract documents.
- iv. The resident construction inspector will receive all test and laboratory reports and will utilize the results of those reports in the performance of its duties.
- v. The ENGINEER will have the right and authority, through the resident construction inspector, to order the construction work stopped whenever such action is deemed necessary.
- vi. Field testing for all aspects of the proposed construction will be under the direction of the ENGINEER through the resident construction inspector.
- vii. Testing performed by the ENGINEER with in-house inspection and testing personnel will be billed at the rates as set for in this Agreement for personnel performing such testing.
- viii. For required testing appertaining to bituminous and certain other construction and for laboratory tests, which the ENGINEER cannot accomplish in-house, the ENGINEER will retain or assist the owner in obtaining the services of an independent testing laboratory satisfactory to the SPONSOR and SDDOT. The testing laboratory's schedule of testing charges will be subject to the SPONSOR'S and SDDOT'S approval.
- ix. The ENGINEER will ensure all subcontracts contain all the required provisions of the prime contract.
- x. The testing laboratory will operate under the ENGINEER'S or the ENGINEER'S agent's direction; however, testing laboratory billings for services will not be considered a part of the engineering services being

provided under this Agreement, and will be billed by the ENGINEER to the SPONSOR as separate and identifiable charges and will include copies of invoices.

- xi. The ENGINEER will review and approve all testing laboratory billings as being applicable to the construction of the improvements prior to inclusion of billings to the SPONSOR.
- xii. The ENGINEER will submit to the SPONSOR, resumes outlining the qualifications of the resident construction inspector and other key inspectors for review and approval by the SPONSOR, SDDOT, and FAA prior to performing any services in paragraph D.

E. Project Completion Date

See Attachment A.

NOTE: See Attachment A "Detailed Scope of Services" for additional details on detailed scope of services.

COST BREAKDOWN

NOTE: See Attachment B “Hourly Rate and Cost Breakdown” for details on Cost Breakdown.

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
MARCH 1, 2016

During the performance of this Agreement, the ENGINEER, 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 Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Aviation Administration, 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 Recipient 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 Recipient 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 Recipient 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 Recipient 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 Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, the ENGINEER, 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:

Pertinent Non-Discrimination Authorities:

- 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); and 49 CFR Part 21.
- 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);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, 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 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

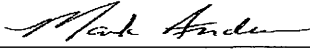
CERTIFICATION OF ENGINEER

I hereby certify that I am the VP, Environment & Infrastructure and duly authorized representative of the firm of KLJ Engineering LLC, whose address is 4585 Coleman Street, Bismarck, ND 58503, and that neither I nor the above firm I represent has:

1. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this Agreement;
2. Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement; or
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring, or carrying out this Agreement; except as expressly stated herein (if any):

I acknowledge that this certification is to be furnished to the State of South Dakota, Department of Transportation, the Federal Aviation Administration, and United States (U.S.) Department of Transportation, in connection with this Agreement involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and federal laws, (both criminal and civil).

Firm: KLJ Engineering LLC

Signature: 

Name of Corporate Official: Mark Anderson, PE

Title: VP, Environment & Infrastructure

Date of Execution: 4/21/2021

CONSULTANT ACCOUNTING CERTIFICATION

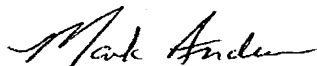
Firm Name: KLJ Engineering LLC

I, the undersigned, certify that I will review the proposals to establish final indirect cost rates for the fiscal periods during which work will be performed as authorized by Work Orders issued under this Agreement and to the best of my knowledge and belief:

1. The accounting system is capable of segregating and allocating reasonable and allowable costs, in accordance with 48 CFR 31.2;
2. All costs included in the proposals to establish final indirect cost rates for the period of this Agreement will be allowable in accordance with the cost principals of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), part 31;
3. The proposals will not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR 31, such as: advertising and public relations costs, contributions and donations, entertainment costs, fines and penalties, lobbying costs, defense of fraud proceedings, and good will; and
4. All indirect costs included in the proposals will be properly allocable to contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

I declare that the foregoing is true and correct.

Signature:

Name of Corporate Official: Mark Anderson, PETitle: VP, Environment & InfrastructureDate of Execution: 4/21/2021

CONSULTANT INDIRECT COST RATE CERTIFICATION

Firm Name: KLJ Engineering LLCIndirect Cost Rate Proposal: 185.16%Date of Proposal Preparation: April 23, 2021Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2019 to 12/31/2019

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

Signature:

Name of Corporate Official (Print): Mark Anderson, PETitle: VP, Environment & InfrastructureDate of Certification (mm/dd/yyyy): 4/21/2021



Attachment A
Detailed Scope of Services
Madison Municipal Airport, Madison, South Dakota
AIP Project #3-46-0029-020-2021
KLJ #2105-00470

PROJECT DESCRIPTION

General

The work is to occur at Madison Municipal Airport in Madison, South Dakota, under the terms and conditions of the Standard Agreement for Professional Services (Agreement) between the City of Madison (Owner) and KLJ (Engineer).

The federal work shall be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the City of Madison.

The project consists of construction of the South GA Apron Expansion of approximately 10,460 square feet.

Detailed Scope of Services have been outlined to be completed under the following two tasks:

Expand South GA Apron

- Task 3 - Construction Administration and Observation Services
- Task 14 - FAA Project Closeout Report Services

The Engineer shall perform the work under this Agreement with FAA Advisory Circulars and regulations that are current as of the effective date of the Agreement. Changes to the FAA Advisory Circulars and regulations after the date of this Agreement shall be addressed per Section V, Item P, of the Agreement.

Completion Time

The Engineer shall complete the total contract within 180 days after final construction acceptance. Schedule and fee is based on FAA funding for the project being approved for construction in 2021. If funding does not become available for 2021 construction, timelines may be revised accordingly.

CONSTRUCTION ADMINISTRATION AND OBSERVATION

PROJECT ADMINISTRATION

Project Scoping Meeting with Owner. The Engineer shall attend a meeting to discuss project scoping and airport capital improvements plan with the Owner via teleconference (1 meeting). The Engineer staff attending the meeting shall consist of the following:

- Project Manager (Engineer)
- Client Manager (Project Manager)

Prepare Project Detailed Scope of Services and Schedule. The Engineer shall prepare a Detailed Scope of Services and preliminary and schedule based on the information obtained during the Owner Scoping Meeting. Engineer shall submit the Detailed Scope of Services and schedule to the Owner for review and make applicable modifications as agreed upon.

Project Detailed Scope of Services Review with FAA. The Engineer shall present the final Detailed Scope of Services for review and approval. The Engineer shall work with the Owner and FAA to refine the Detailed Scope of Services. The Engineer anticipates one (1) edit based on the Owner's comments and one (1) edit based on FAA comments.

Engineering Detailed Scope of Services and Hour Negotiations. Upon Detailed Scope of Services approval from the FAA, the Engineer shall prepare a detailed hour breakdown with the associated fees for review by the Owner.

Agreement for Professional Services. The Engineer shall compile the Agreement for Professional Services (Agreement), complete an internal review and execution of the Agreement for approval by the Owner.

Prepare and Coordinate Subconsultant Agreements. The Engineer shall prepare the appropriate contract documents and the execution of subconsultant agreements to support the agreed Detailed Scope of Services and the Engineer's Agreement with the Owner.

Independent Fee Document Preparation. The Engineer shall prepare the appropriate documents for the independent fee review based on the completed fee negotiations.

PROJECT MANAGEMENT

Overall Project Management. The Engineer shall provide project management services to manage the completion of the project within the conditions of this Agreement. Project management is crucial to the success of all projects; specifically, it is crucial to this project. The Engineer has Aaron Storm identified as the project manager for the project. Project management is the discipline of planning, organizing, and managing resources to successfully meet this project's objectives and goals. It is the project manager's responsibility to notify the Owner of any issues, problems, or concerns regarding the project; the delegation of all activities to the project team; and handling all subconsultant coordination. In addition, if any items arise during the duration of the project that are outside this Detailed Scope of Services of work, the project manager shall address them with the Owner.

Project Budget Setup. The Project Manager shall coordinate with the internal accounting staff to establish the internal budgets.

Bi-Weekly Budget Review / Projections. The Project Manager shall review budgets and budget projections on a bi-weekly basis and coordinate any known issues with the Owner.

Monthly Invoicing. The Project Manager and internal accounting staff shall prepare monthly billings of project accounting.

Monthly Status Reports. The Engineer shall prepare and submit monthly status reports to the Owner noting project progress, issues encountered and action requirements by the Owner.

FAA Quarterly Reports. The Engineer shall prepare and submit the quarterly FAA reports.

DBE Reporting. The Engineer shall prepare a Disadvantaged Business Enterprise (DBE) annual reporting forms as applicable to the project.

Prepare SDDOT Audit Review Information. The Engineer's accounting staff shall prepare and coordinate the necessary invoice documentation for submittal to the South Dakota Department of Transportation Division of Management and Finance.

CONSTRUCTION ADMINISTRATION

Quality Acceptance Construction Materials Testing. The Engineer shall sub-consult with a material testing firm to provide the required quality acceptance testing. The Engineer shall coordinate the development of a contract between the Engineer and the materials testing firm.

Prepare Construction Management Plan. The Engineer shall prepare a Construction Management Plan per the requirements of the FAA which identifies the responsibility and frequencies of the testing requirements for the project.

Prepare and Conduct Pre-Construction Conference. Conduct a pre-construction meeting at the Airport. The Engineer shall prepare the pre-construction agenda, conduct the pre-construction conference and site visit at the Airport. The detailed discussion of the project to include:

- Roles and responsibilities
- Contractor's representatives
- Schedules
- Safety
- Security
- Testing requirements
- Resident Engineer's role
- Labor requirements
- DBE and Civil Rights
- Environmental and materials storage
- Plans and Specifications
- Materials certification requirements
- Shop drawing requirements

It is anticipated that the following engineering staff members shall attend the pre-construction conference:

- Client Manager (Project Manager)
- Project Manager (Engineer)
- Resident Engineer (Engineer-In-Training I)

~~**Prepare and Conduct Pre-Phase Meetings.**~~ Not included in the Detailed Scope of Services.

Shop Drawing/Certification Review. Review Contractor shop drawings and certifications for compliance with the project plans and specifications for up to one (1) contract. Issue the appropriate response to the Contractor.

- Estimate based on up to 3 reviews of 2 shop drawings (average of 1 hour each for review, response, and filing in project records) total for the project
- Estimate based on up to 3 reviews of 8 material submittals (average of 0.5 hour each for review, response, and filing in project records) total for the project

Review Contractor Requests for Information (RFI) and Responses. Review Contractor requests for information for up to one (1) contract. Coordinate with Owner staff as applicable and issue the written response to the Contractor.

- Estimate based on responses to up to 3 RFIs (average of 2 hours each for review, response, and filing in project records) total for the project

Prepare Change Orders. The Engineer shall prepare change orders for modifications to the Contractors work, payment or schedule as the issue arise during the construction phase for up to one (1) contract.

- Estimate based on up to 3 change orders total for the project (average of 8 hours each for FAA coordination, Owner coordination and preparation of change order documents)

Prepare Periodical Estimates. The Engineer shall prepare periodical pay estimates based on the Contractor's completed and accepted work on the project at a frequency agreed upon by the Owner and the Contractor for one (1) contract.

- Estimate based on up to 4 pay estimates total for the project (average of 4 hours each for preparation of documents)

Project Records and Payrolls. Maintain a record of all the project documents and correspondence. Conduct a review of the Contractor and subcontractor payrolls for conformance with the project wage rates and regulations for one (1) contract.

- Estimate based on 2 months of payroll records (average of 4 hours per month)

Weekly Construction Progress Meetings. The Engineer shall coordinate progress meetings on a schedule agreed upon by the Owner and the Contractor. The Engineer shall prepare the progress meeting agendas, conduct the meetings and issue meeting minutes to the appropriate parties. The Engineer shall coordinate with the Owner

on user attendees at the meeting based on the progress of the work. Also, the Engineer shall submit weekly FAA construction status reports to the Owner and Contractor.

- Estimate based on 8 weekly meetings
- It is assumed the Resident Engineer will be on-site for daily inspection at the time when these meetings are held, no additional travel time or time on site is accounted for under this task.

Conduct Substantial / Punchlist Inspection of Project. The Engineer shall coordinate with the Owner and the Contractor to conduct a pre-final inspection with the parties and prepare the final inspection punchlist for one (1) contract. It is assumed that two (2) engineering staff members shall attend the pre-final inspection. The Engineer shall verify that punchlist items have been completed and recommend to the Owner acceptance of the work. Review O&M Manuals and any required training materials for completeness.

- It is assumed the Resident Engineer will be on-site for daily inspection at the time when this meeting is held, no additional travel time or time on site is accounted for under this task.

Conduct Final Inspection of Project. The Engineer shall coordinate with the Owner and the Contractor to conduct a final inspection meeting at the Airport for one (1) contract. It is assumed that three (3) engineering staff members shall attend the final inspection. The Engineer shall follow-up on any new deficiencies that are identified or punchlist items that have not been satisfactorily corrected.

Subconsultant Coordination. The Engineer shall coordinate the applicable subconsultant tasks to support the agreed Detailed Scope of Services and the Engineer's Agreement with the Owner.

Analyzing Grades per FAA Requirement. The Engineer shall analyze the applicable grade requirements as required based on FAA criteria. The Engineer shall obtain the data noted as being the Owner's responsibility. Acceptance shall be based on the data obtained by the Engineer and as provided by the Contractor.

SP-320 QA Analysis Forms. The Engineer shall complete the required material acceptance forms are required by the SDDOT specifications for the project.

~~**Tribal Monitoring Coordination.**~~ A Tribal Monitor is not required on this project. As a result, additional time for this task has not been included in the Detailed Scope of Services.

~~**FAA Grant Reimbursement Processing.**~~ The Owner shall prepare and coordinate the appropriate documentation required for the Owner to receive reimbursement for project eligible costs through the Owner's FAA grant.

~~**Periodic Owner Meetings.**~~ Not included in the Detailed Scope of Services.

~~**Periodic Agency Meetings.**~~ Not included in the Detailed Scope of Services.

~~**FAA Flight Check Coordination.**~~ An FAA Flight Check is not required on this project. As a result, additional time for this task has not been included in the Detailed Scope of Services.

CONSTRUCTION OBSERVATION

Construction Surveying - Establish Project Control. The Engineer shall provide control points and alignment data as required by the project specifications. It is estimated that one (1) round trip at 8 hours shall be required by the survey crew.

Contractor Staking QA / QC - Top of Subgrade Elevations. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that two (2) round trips at 8 hours per trip shall be required by the survey crew.

Contractor Staking QA / QC - Top of Subbase Course. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that two (2) round trips at 8 hours per trip shall be required by the survey crew.

Contractor Staking QA / QC - Top of Aggregate Base Course. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that two (2) round trips at 8 hours per trip shall be required by the survey crew.

Contractor Staking QA / QC - Top of Hot Mix Asphalt Pavement. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that one (1) round trip at 8 hours shall be required by the survey crew.

Contractor Staking QA / QC - Other. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that two (2) round trips at 6 hours per trip shall be required by the survey crew.

Observation - Full Time and Periodic. The Engineer shall provide full time construction observation for this project. It is estimated at this time that 60 calendar days be allowed for the project of which it is estimated at this time that 43 of these calendar days will be working days. If the actual construction time exceeds that estimate, additional construction observation time shall be required, and the Engineer's fee shall be equitably adjusted.

- Construction time to complete the earthwork, aggregate base, and associated items is estimated at 53 calendar days. During grading operations, the Engineer estimates that the Resident Engineer / Observer shall be on-site for an estimated 39 working days at 10 hours per day. Travel time was estimated at 10 round trips at 2 hours per trip for the Resident Engineer / Observer.
- Construction time to complete the paving and associated items is estimated at six (6) calendar days. During paving operations, the Engineer estimates that the Resident Engineer and Resident Observer shall be on-site for four (4) working days at 12 hours per day. Travel time was estimated at one (1) round trip at 2 hours per trip for the Resident Engineer. Travel time was estimated at (1) round trip at 2 hours per trip for the Resident Observer.
- It is anticipated that the Project Manager shall make four (4) site visits to the project during construction operations to visit with the Owner and conduct a review of the construction progress. Travel time was estimated at four (4) round trips at 6 hours per trip for the Project Manager.

~~**Archaeological Observation - Periodic.**~~ Not included in the Detailed Scope of Services.

Although the Engineer shall perform construction administration and observation on this project, the Contractor is responsible for the means and methods of construction. The Engineer has no control over the Contractor's work product.

~~AERONAUTICAL SURVEY SERVICES~~

It is anticipated that Aeronautical Survey Services for an as-built survey will not be required for this project. Therefore, no effort will be included in this agreement for Aeronautical Survey Services.

FAA PROJECT CLOSEOUT REPORT

Overall Project Management. The Engineer shall provide project management services to manage the completion of the project within the conditions of this Agreement. Project management is crucial to the success of all projects; specifically, it is crucial to this project. The Engineer has Aaron Storm identified as the project manager for the project. Project management is the discipline of planning, organizing, and managing resources to successfully meet this project's objectives and goals. It is the project manager's responsibility to notify the Owner of any issues, problems, or concerns regarding the project; the delegation of all activities to the project team; and handling all subconsultant coordination. In addition, if any items arise during the duration of the project that are outside this Detailed Scope of Services, the project manager shall address them with the Owner.

Prepare Final Payment. Coordinate with SDDOT on final grant payment for inclusion into closeout report.

Prepare DBE Summary Report. Prepare required FAA documentation regarding DBE participation on the project based on data obtained from the Contractor.

Prepare Executive Summary. The Engineer shall perform appropriate post-construction photographic documentation of the project and any adjacent properties that could have been affected by construction activities. The Engineer shall also prepare an Executive Summary of the project.

Prepare Quantity Revision Summary. Perform three-way check of all project costs and explanations of cost variations from plan.

~~**Prepare ALP Update.**~~ It is anticipated that an ALP Update will not be required for this project. Therefore, no effort will be included in this agreement for an ALP Update.

~~**Exhibit A Update.**~~ It is anticipated that an Exhibit A Update will not be required for this project. Therefore, no effort will be included in this agreement for an Exhibit A Update.

Prepare Record Drawings.

- Prepare record drawings and provide one (1) bound hard copy set and one (1) electronic set (PDF format) to the Owner.
- Deliver one (1) set of Operation and Maintenance (O&M) Manuals as provided by the Contractor.

Prepare Closeout Report Document.

- Prepare summaries of all test results on materials installed as required and final testing report.
- Once FAA has approved the Closeout Report, the Engineer shall provide one (1) copy to the Owner.

OWNER'S RESPONSIBILITIES

Project Representative. The Owner shall designate a Project Representative with authority to administer the Engineer's consultant contract. All requests for information or a decision by the Owner on any aspect of the work shall be directed to the Owner's Project Representative.

Submittal Reviews. The Owner shall review submittals by the Engineer and provide prompt decisions and responses to questions in order to minimize delay in the progress of the Engineer's work.

Outlay Reviews. The Owner shall review and approve outlays and other information submitted by the Engineer in a prompt manner.

Agreement Between Owner and Contractor. The Owner shall provide a legal review of the Agreement Between Owner and Contractor template that is provided by the Engineer to make sure that it complies with local, state, and federal law.

Disadvantaged Business Enterprise (DBE) Plan. The Owner has an approved DBE Plan and shall make determinations on accomplishments and participation.

Attachment B
Madison Municipal Airport
Madison, South Dakota
KLJ #2105-00470, AIP #3-46-0029-020-2021
Hourly Rate and Cost Breakdown



PHASE: Construction Administration and Observation
Estimate based on 60 calendar days

KLJ Title	Principal Engineer	Project Manager	Engineer	Engineer in Training I	Engineer in Training I	Project Assistant I	2-Person Survey Crew	Contract Administrator	Task Direct Labor Cost
Project Administration									
Project Scoping Meeting with Owner									
Meeting Preparation			0.5						\$ 22.50
Participate in Meeting (including travel)		1	1						\$ 103.00
Prepare Project Detailed Scope of Services and Schedule		0.5	2						\$ 119.00
Project Detailed Scope of Services Review with FAA			1						\$ 45.00
Engineering Detailed Scope of Services and Hour Negotiations			1						\$ 148.00
Agreement for Professional Services	0.5		1					0.5	\$ 150.50
Prepare and Coordinate Subconsultant Agreements		1	3						\$ 193.00
Independent Fee Document Preparation			2						\$ 90.00
Subtotal									\$ 871.00
Project Management									
Overall Project Management		10	25						\$ 1,705.00
Project Budget Setup			2			1			\$ 110.00
Bi-Weekly Budget Review / Projections			2						\$ 90.00
Monthly Invoicing			2			2			\$ 130.00
Monthly Status Reports			2			2			\$ 130.00
FAA Quarterly Reports			1			1			\$ 65.00
DBE Reporting			1			4			\$ 125.00
Prepare SDDOT Audit Review Information			1						\$ 45.00
Subtotal									\$ 2,400.00
Construction Administration									
Quality Acceptance Construction Materials Testing		0.5	2	4					\$ 247.00
Prepare Construction Management Plan		0.5	2	4					\$ 247.00
Prepare and Conduct Pre-Construction Conference									
Meeting Preparation			1	2					\$ 109.00
Participate in Meeting (including travel)		4	4	4					\$ 540.00
Prepare and File Meeting Minutes			0.5	1					\$ 54.50
Prepare and Conduct Pre-Phase Meetings									
Shop Drawing/Certification Review			8	10					\$ 680.00
Review Contractor Requests for Information (RFI) and Responses			4	2					\$ 244.00
Prepare Change Orders			6	10					\$ 590.00
Prepare Periodical Estimates			4	12					\$ 564.00
Project Records and Payrolls						8			\$ 160.00
Weekly Construction Progress Meetings									
Meeting Preparation				8					\$ 256.00
Participate in Meeting (including travel)		6	24						\$ 1,428.00
Prepare and File Meeting Minutes				4					\$ 128.00
Conduct Substantial / Punchlist Inspection of Project			6						\$ 270.00
Conduct Final Inspection of Project		6	6	6					\$ 810.00
Subconsultant Coordination			4	4					\$ 308.00
Analyzing Grades per FAA Requirement			1	4					\$ 173.00
SP-320 QA Analysis Forms			1	2					\$ 109.00
Total Monitoring Coordination									
FAA Grant Coordination / Reimbursement Processing									
Periodic Owner Meetings									\$ -
Periodic Agency Meetings									\$ -
FAA Flight Check Coordination									\$ -
Subtotal									\$ 6,917.50

Attachment B
Madison Municipal Airport
Madison, South Dakota
KLJ #2105-00470, AIP #3-46-0029-020-2021
Hourly Rate and Cost Breakdown



PHASE: Construction Administration and Observation
Estimate based on 60 calendar days

Construction Observation														
Construction Surveying - Establish Project Control													8	\$ 552.00
Contractor Staking QA/QC - Top of Subgrade Elevations													16	\$ 1,104.00
Contractor Staking QA/QC - Top of Subbase Course													16	\$ 1,104.00
Contractor Staking QA/QC - Top of Aggregate Base Course													16	\$ 1,104.00
Contractor Staking QA/QC - Top of Hot Mix Asphalt Pavement													8	\$ 552.00
Contractor Staking QA/QC - Other													12	\$ 828.00
Observation - Full Time and Periodic			24	460	50									\$ 17,400.00
Archaeological Observation - Periodic														\$ -
Aeronautical Survey Services														\$ -
Subtotal														\$ 22,644.00
Total Hours	0.5	31.5	146	537	50	18	76	0.5	0	0	0	0	0	
Hourly Rate	\$65.00	\$58.00	\$45.00	\$32.00	\$32.00	\$20.00	\$69.00	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Direct Labor Total	\$	32,832.50
Indirect Labor Total (1.8516 Overhead Rate)	\$	60,792.66
Direct and Indirect Labor Total	\$	93,625.16
Fixed Fee (13%)	\$	12,171.27
Cost of Facilities (0.91%)	\$	298.78
Subtotal	\$	106,095.21
Expenses Total	\$	15,549.00

Expenses					
Air Charter	N/A	per trip @	0	trips	\$ -
Per Diem - Lodging	\$ 96.00	per day @	47	days	\$ 4,512.00
Per Diem - Meals	\$ 40.00	per day @	47	days	\$ 1,880.00
Other Expenses	Subconsultant - AET				\$ 9,157.00

Construction Administration and Observation Total Cost \$ 121,644.21

Attachment B
Madison Municipal Airport
Madison, South Dakota
KLJ #2105-00470, AIP #13-46-0029-020-2021
Hourly Rate and Cost Breakdown



PHASE: FAA Project Closeout Report
South GA Apron Expansion

KLJ Title	Project Manager	Engineer	Engineer in Training I	Project Assistant I											Task Direct Labor Cost
Overall Project Management	2	4													\$ 296.00
Prepare Final Payment		1													\$ 45.00
Prepare DBE Summary Report		0.5	1	2											\$ 94.50
Prepare Executive Summary		0.5	2												\$ 86.50
Prepare Quantity Revision Summary		0.5	2												\$ 86.50
Prepare ALP Update															\$ -
Exhibit A Update															\$ -
Prepare Record Drawings		2	16												\$ 602.00
Prepare Closeout Report Document		2	6	2											\$ 322.00
Subtotal															\$ 1,532.50
Total Hours	2	10.5	27	4	0	0	0	0	0	0	0	0	0	0	
Hourly Rate	\$58.00	\$45.00	\$32.00	\$20.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Direct Labor Total	\$	1,532.50
Indirect Labor Total (1.8516 Overhead Rate)	\$	2,837.58
Direct and Indirect Labor Total =	\$	4,370.08
Fixed Fee (13%)	\$	568.11
Cost of Facilities (0.91%)	\$	13.95

Subtotal \$ 4,952.14

Expenses				
Air Charter	N/A	per trip @	0	trips
Per Diem - Lodging	\$ 96.00	per day @	0	days
Per Diem - Meals	\$ 40.00	per day @	0	days
Other Expenses				

Expenses Total \$ -

FAA Project Closeout Report Total Cost \$ 4,952.14

Total Cost - Construction Administration & Observation and FAA Project Closeout Report \$ 126,596.35

Federal Contract Provisions

Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors

A1 ACCESS TO RECORDS AND REPORTS

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

ACCESS TO RECORDS AND REPORTS

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

A2 BREACH OF CONTRACT TERMS

2 CFR § 200 Appendix II(A)

BREACH OF CONTRACT TERMS

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

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

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

A3 CIVIL RIGHTS - GENERAL

49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A4 CIVIL RIGHTS – TITLE VI ASSURANCE

49 USC § 47123

FAA Order 1400.11

TITLE VI SOLICITATION NOTICE:

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

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

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

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

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

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

A5 CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR § 200, Appendix II(G)

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

A6 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

2 CFR § 200, Appendix II(E)

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A7 DEBARMENT AND SUSPENSION

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

A8 DISADVANTAGED BUSINESS ENTERPRISE

49 CFR part 26

DISADVANTAGED BUSINESS ENTERPRISES

Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;

- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

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

Contract 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 City of Madison. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Madison. This clause applies to both DBE and non-DBE subcontractors.

A9 DISTRACTED DRIVING

Executive Order 13513

DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce

safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

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

A10 ENERGY CONSERVATION REQUIREMENTS

2 CFR § 200, Appendix II(H)

ENERGY CONSERVATION REQUIREMENTS

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

A11 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

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

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

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

- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

- (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

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

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

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

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse

the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

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

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

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

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

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

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

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

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

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

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

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

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

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

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these

specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

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

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

A12 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

A13 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

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

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

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

A14 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 CFR part 1910

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

A15 TAX DELINQUENCY AND FELONY CONVICTIONS

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

Term Definitions

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

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

A16 TERMINATION OF CONTRACT

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

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

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

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

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

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

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

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

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

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

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

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

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

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

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

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

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

A17 TRADE RESTRICTION CERTIFICATION

49 USC § 50104

49 CFR part 30

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

A18 VETERAN'S PREFERENCE

49 USC § 47112(c)

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.

[illegible]

[illegible]

Construction Observation

Construction Surveying - Establish Project Control							20			\$	1,330.00
Contractor Staking QA/QC - Top of Subgrade Elevations							40			\$	2,660.00
Contractor Staking QA/QC - Top of Subbase Course							40			\$	2,660.00
Contractor Staking QA/QC - Top of Aggregate Base Course							40			\$	2,660.00
Contractor Staking QA/QC - Top of Hot Mix Asphalt Pavement							20			\$	1,330.00
Contractor Staking QA/QC - Other							40			\$	2,660.00
Observation - Full Time and Periodic		60		470						\$	16,745.00
Archaeological Observation - Periodic										\$	-
Aeronautical Survey Services										\$	-
Subtotal										\$	30,045.00
Total Hours	1	129	122	519	0	38	200	0	0		
Hourly Rate	\$80.00	\$59.75	\$42.35	\$28.00	\$28.00	\$30.75	\$66.50	\$0.00	\$0.00		

Direct Labor Total	\$	41,954.95
Indirect Labor Total	\$	65,667.89
Direct and Indirect Labor Total	\$	107,622.84
Fixed Fee (13%)	\$	13,990.97
Cost of Facilities (%)	\$	-

\$ 121,613.81

Expenses					
Air Charter	N/A	per trip @	0	trips	\$ -
Per Diem - Lodging	\$ 96.00	per day @	80	days	\$ 7,680.00
Per Diem - Meals	\$ 40.00	per day @	80	days	\$ 3,200.00
Other Expenses	Geotechnical Subconsultant				\$ 9,367.00

\$ 20,247.00

\$ 141,860.81



PHASE: **FAA Project Closeout Report**

Enter concise project description

KLJ Title	Senior Engineer	Engineer	Engineer in Training I	Project Assistant I						Task Direct Labor Cost
Overall Project Management	2	4								\$ 288.90
Prepare Final Payment		1	1							\$ 70.35
Prepare DBE Summary Report		1	2	6						\$ 282.85
Prepare Executive Summary		1	2							\$ 98.35
Prepare Quantity Revision Summary		1	2							\$ 98.35
Prepare ALP Update										\$ -
Exhibit A Update										\$ -
Prepare Record Drawings		2	8							\$ 308.70
Prepare Closeout Report Document		4	8	6						\$ 577.90
										\$ -
										\$ -
										\$ -
										\$ -
Subtotal										\$ 1,725.40
Total Hours	2	14	23	12	0	0	0	0	0	
Hourly Rate	\$59.75	\$42.35	\$28.00	\$30.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Direct Labor Total	\$ 1,725.40
Indirect Labor Total	\$ 2,700.60
Direct and Indirect Labor Total =	\$ 4,426.00
Fixed Fee (13%)	\$ 575.38
Cost of Facilities	\$ -
Subtotal	\$ 5,001.38

Expenses					
Air Charter	N/A	per trip @	0	trips	\$ -
Per Diem - Lodging	\$ 96.00	per day @	0	days	\$ -
Per Diem - Meals	\$ 40.00	per day @	0	days	\$ -
Other Expenses					\$ -

Expenses Total \$ -

FAA Project Closeout Report Total Cost \$ 5,001.38

Total Cost - Preliminary and Design Services, Construction Observation and Records, FAA Project Closeout Report \$ 146,862.19