

CONTRACT FOR MESQUITE AIRPORT PERIMETER FENCING
BETWEEN THE CITY OF MESQUITE AND
FORSGREN ASSOCIATES INC.

THIS AGREEMENT is made and executed this _____ day of _____, 2016, by and between The City of Mesquite, hereinafter referred to as the OWNER, and Forsgren Associates Inc., hereinafter referred to as the ENGINEER.

SECTION A- GENERAL

WHEREAS, the OWNER has accrued entitlement funding and is anticipating additional grant funding from the Federal Aviation Administration, Phoenix ADO (FAA) in the Fiscal Year (FY) 2016 to design (only) a wildlife deterrent perimeter fence per the FAA approved Scope of Work attached hereto to this Agreement at the City of Mesquite Municipal Airport, Mesquite, Clark County, State of Nevada; and,

WHEREAS, the proposed project consists of the engineering design of removal and replacement (where required) of perimeter fencing at the Mesquite Airport property boundary; and,

WHEREAS, the OWNER recognizes the ENGINEER and its subcontractors as qualified and desires to contract with the ENGINEER to perform the design services for the project.

NOW THEREFORE, that for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed to the terms and conditions described herein.

SECTION B – PERIMETER FENCING DESIGN

The ENGINEER shall perform engineering services in accordance with the attached Scope as approved by the FAA (Exhibit A). ENGINEER shall complete design tasks in accordance with the FAA approval. The FAA has issued a Grant funding the fence design services.

SECTION C - COMPENSATION

The OWNER agrees to compensate the ENGINEER in the amount of **\$156,211.25.00 (ONE HUNDRED FIFTY SIX THOUSAND TWO HUNDRED ELEVEN AND 25/100 DOLLARS)** (Exhibit B) for engineering services in accordance with the attached Task Scope (Exhibit A) and project fees (Exhibit B).

SECTION D- GENERAL LIABILITY

The ENGINEER agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect him and the OWNER from claims under the Workman's Compensation Act, and the ENGINEER shall hold the OWNER harmless for all claims for bodily injury, death, or property damage which are attributable to the negligent performance of duties specified in this Agreement as they apply to the ENGINEER. Likewise, the OWNER shall hold the ENGINEER harmless for the bodily injury, death, or property damage which may arise from the negligent performance by employees or agents of the OWNER or actions taken by said agents or employees

without proper consultation with the ENGINEER. The ENGINEER shall also carry general liability insurance in the amount of \$2,000,000 per occurrence. Owner named as additionally insured.

SECTION E - SPECIAL CONDITIONS / FEDERAL CONTRACT PROVISIONS

ACCESS TO RECORDS AND REPORTS

The ENGINEER must maintain an acceptable cost accounting system. The ENGINEER 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 ENGINEER which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The ENGINEER agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

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

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

GENERAL CIVIL RIGHTS PROVISIONS

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

This provision binds the ENGINEERs from the bid solicitation period through the completion of the contract. This provision is in addition to requirements of the Title VI Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

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

- a. The period during which the property is used by the airport OWNER 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 airport OWNER or any transferee retains ownership or possession of the property.

CIVIL RIGHTS - TITLE VI ASSURANCES

Title VI Solicitation Notice:

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

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

Compliance with Nondiscrimination Requirements:

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

1. Compliance with Regulations: The ENGINEER (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The ENGINEER, 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 ENGINEER 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:

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

In all solicitations, either by competitive bidding, or negotiation made by the ENGINEER 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 ENGINEER of the ENGINEER'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 ENGINEER 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 OWNER or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of ENGINEER is in the exclusive possession of another who fails or refuses to furnish the information, the ENGINEER will so certify to the OWNER 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 ENGINEER's noncompliance with the Non-discrimination provisions of this contract, the OWNER 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 ENGINEER under the contract until the ENGINEER complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The ENGINEER 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 ENGINEER will take action with respect to any subcontract or procurement as the OWNER or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the ENGINEER becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the ENGINEER may request the OWNER to enter into any litigation to protect the interests of the OWNER. In addition, the ENGINEER may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

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

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and ENGINEERS, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

ENGINEERs and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the ENGINEER or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$ 100,000 the aforementioned criteria and requirements.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements. No ENGINEER or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) above, the ENGINEER and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such ENGINEER and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be

computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration or the 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 monies payable on account of work performed by the ENGINEER or subcontractor under any such contract or any other Federal contract with the same prime ENGINEER, or any other Federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime ENGINEER, such sums as may be determined to be necessary to satisfy any liabilities of such ENGINEER or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.
4. Subcontractors. The ENGINEER 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 ENGINEER shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

**CERTIFICATE REGARDING DEBARMENT AND SUSPENSION
(BIDDER OR OFFEROR)**

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

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)**

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES

1. Contract Assurance (§ 26.13). The ENGINEER or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the ENGINEER 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 deemed appropriate.
2. Prompt Payment (§26.29). The prime ENGINEER agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 45 days from the receipt of each payment the prime ENGINEER receives from the OWNER. The prime ENGINEER agrees further to return retainage payments to each subcontractor within 45 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the OWNER. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION ACT

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

FAIR LABOR STANDARDS ACT

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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. ENGINEER must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The ENGINEER retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). ENGINEER 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.

DISTRACTED 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 FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the ENGINEER 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 ENGINEER must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

VETERANS PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the ENGINEER 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 U.S.C. 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.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

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

LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

RIGHTS TO INVENTIONS

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

TERMINATION OF CONTRACT

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

Upon termination of the Agreement, the ENGINEER 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 ENGINEER for satisfactory work completed up through the date the ENGINEER receives the termination notice. Compensation will not include anticipated profit on non-performed services.

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

1. The OWNER may, by written notice, terminate this contract in whole or in part at any time, either for the OWNER's convenience or because of Engineer's failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the OWNER.

2. If the termination is for the convenience of the OWNER, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the ENGINEER's obligations, the OWNER may take over the work and prosecute the same to completion by contract or otherwise. In such case, the ENGINEER is liable to the OWNER for any additional cost occasioned to the OWNER thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the ENGINEER had not so failed, the termination will be deemed to have been effected for the convenience of the OWNER. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
6. Under paragraph 1 and 2 above, the termination party shall give the other party: (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) opportunity for consultation with the terminating party prior to termination.

DEBARMENT AND SUSPENSION

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.

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 Required Contact Provisions Issued on January 29, 2016 AIP Grants and Obligated Sponsors Airports (ARP) presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

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

If the FAA later determines that a lower tier participant failed to 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.

TRADE RESTRICTION CLAUSE

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

1. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to ENGINEER 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 OWNER cancellation of the contract at no cost to the Government.

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

The ENGINEER shall provide immediate written notice to the OWNER 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 subcontractor agrees to provide written notice to the ENGINEER if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of ENGINEER 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.

SECTION F - LOCAL PROVISIONS

NOTICES

All notices and subsequent correspondence to do with this agreement shall be mailed to the following:

CITY: City of Mesquite
10 East Mesquite Boulevard
Mesquite, Nevada, 89027
Attention: City Manager

ENGINEER: Forsgren Associates Inc.
840 Pinnacle Court
Mesquite, Nevada, 89027
Attention: Samuel Senn, P.E.

Such notices shall be deemed delivered following the mailing of such notices in the U.S. Mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party giving formal notice to the other Party of a change of address.

SEVERABILITY

If any term of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

WAIVER

Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

THIRD PARTIES

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or contract damages, pursuant to the terms or provisions of this Agreement.

CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

CONTROLLING LAW

This Agreement is executed and intended to be performed in the State of Nevada and the laws of Nevada shall govern its interpretation and effect. The parties consent to the exclusive jurisdiction of the Eighth Judicial District Court, State of Nevada, for enforcement of this Agreement.

DUPLICATE COPIES

This Agreement has been prepared with duplicate originals so that each party may have an original.

EXECUTION

This Agreement, including the exhibits made part hereof, constitutes the entire Agreement between the Parties and supersedes and controls over all prior written or oral understandings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

CITY OF MESQUITE

Allan S. Litman, Mayor

Dated: _____

ATTEST:

Tracy E. Beck, City Clerk

APPROVED AS TO FORM:

Robert Sweetin, City Attorney

FORSGREN ASSOCIATES, INC.



Samuel Senn, P.E. Senior Engineer

Dated: August 3, 2016

Exhibit "A"
Scope of Work

Exhibit "A"

MESQUITE AIRPORT (67L)
Install Airport Perimeter Fencing including Wildlife Deterrent Fence
(Design Only)
SCOPE OF WORK
6/3/2016

Narrative:

This Mesquite Airport (67L) perimeter fence is an FAA and City of Mesquite, NV funded project to prepare the documentation, perform due diligence on environmental issues, obtain necessary permits including but not limited to, US Army Corps of Engineers 404 permit, State of Nevada Water Quality 401 permit, City of Mesquite required permits, etc., fencing design including but not limited to fence alignment necessary to satisfy FAA, wildlife deterrent requirements, and site access requirements to the Airport, plan & profile review and drawings for fencing path, and preparation of plan and specifications documents for the wildlife control and perimeter fencing at the Mesquite Airport (67L). This project does not include the bidding and negotiation, or construction phases.

The project includes the design of above-ground perimeter fencing consisting of a combination of wildlife deterrent, and chain link fencing.

The project design will include the submission of a Documented CATEX as described in FAA ARP SOP No. 5.00 "CATEX Determinations" with additional environmental study and documentation of biologic survey for the Desert Tortoise, and any other endangered species known to be in the area and an archaeological pedestrian survey of the fence alignment. The US Army Corps of Engineers, State of Nevada Water Quality Division, and other appropriate stakeholders will be consulted to determine jurisdictional status concurrent with the CATEX review. Permitting documentation will be prepared as needed by the responsible Federal or State agencies.

The fence location alignment will be planned and submitted for review by the FAA for approval via the OE/AAA system to comply with 49 Code of Federal Regulations (CFR), Part 77 "Safe, Efficient Use, and Preservation of the Navigable Airspace" as a permanent structure. Approach surfaces will be analyzed to identify all obstructions, both natural and the proposed fencing. The fenced alignment will be finalized based on approval by the FAA, protection of the airport air space, and the control of all property associated with the fencing project by the City of Mesquite.

As part of the design scope, a Construction Safety and Phasing Plan will be prepared and submitted to the FAA for approval via the OE/AAA system for the temporary construction impacts.

No FAA facilities are impacted by this project.

The consultant will assist the Sponsor with project submissions to the FAA.

Scope of Work:

The following scope of work defines the necessary tasks for completion of the fencing design in accordance with the FAA regulations and requirements.

Engineering Services

Project/Grant Management

1. Assist the sponsor in the AIP process.
2. Prepare and assist the sponsor with submission to funding agencies, grant applications, funding reimbursement requests.
3. Conduct pre-design conference with the FAA and City via meetings/e-mails/video conference/telephone calls to confirm the scope of work and to address FAA requirements.
4. Coordinate with the FAA, BLM, and City on the project.
5. Negotiate Engineering Fees with the Sponsor
6. Grant Management
 - a. Prepare for the sponsor's submission to FAA
 - i. Updated project Cost Estimate and Schedules
 - ii. Modifications to Standards for the project
 - iii. FAA Grant Application and Sponsor Certifications
 - iv. Grant Quarterly Report to FAA
 - v. Assist Sponsor with Drawdown of Grant Funds based on invoices
 - b. Prepare for consultant's submission to FAA
 - i. Preliminary Engineering Report to FAA
 - ii. 49 CFR Part 77 submissions for the permanent fence and temporary construction impacts via FAA OE/AAA (FAA form 7460 submission)
 - iii. Construction Safety and Phasing Plan
 - iv. Submit plans and specifications for FAA ADO Engineer Review

Environmental

1. Coordinate with FAA and Arizona BLM (for the BLM leased land) on the environmental documentation required for the project. The assumption is made that the FAA will be the lead Federal Agency and the BLM will accept the FAA's environmental documentation/determination.
 - a. Prepare and submit the documented CATEX as described in FAA ARP SOP No. 5.00 "CATEX Determinations" Follow up with other appropriate regulatory stakeholders for necessary permitting. US Army Corps of Engineers 404 permit
 - b. Coordinate with the BLM and sponsor on lease property boundary to assure the required fence alignment area for environmental study is within control of sponsor
2. Consult with appropriate parties (e.g. FAA, BLM, US Army Corps of Engineers (Corps), US Fish & Wildlife, City of Mesquite, State of Nevada, State of Arizona, contractor, engineering firm, etc.) regarding the environmental requirements of the proposed fencing project.

3. Consult with the Corps relative to the jurisdictional determination of the proposed project site, and prepare necessary documentation for proper permitting including, but not limited to:
 - a. Complete 404 PCN application
 - a. Include State of Nevada 401 Water Quality application;
 - b. Determine jurisdictional areas after field meeting with Corps;
 - c. Prepare flow area plan and cross sections;
 - d. Calculate jurisdictional stream bed impacts as required by the Corps permitting process;

Preliminary Phase.

1. Coordinate with the sponsor on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.
2. Perform an analysis on the appropriate approach surface to determine if the proposed fence, or other natural or manmade obstructions are present based on the proposed fence alignment
 - a. Develop resolution for any obstructions identified in the approach surface analysis
3. Plan, procure, and/or prepare necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations.
4. Develop design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.
5. Prepare project design criteria
6. Prepare the Project Work Plan
7. Predesign Phase - General
 - a. Confer with the Owner to review its project needs and requirements, inspect the site for the work, review the available owner furnished information, and discuss design criteria and scheduling.
 - b. Review the project's environmental documentation, FAA requirements, and decision.
 - c. Coordinate with and secure preliminary approval from the State, the Federal government, and any other public or private agency where required or affected by the proposed construction. This includes the Bureau of Land management (BLM) for the BLM leased land in Arizona.
 - d. Develop in conjunction with the Owner the project design and construction schedule and budget. Establish procedures to implement the schedule, budget and control the quality of the work including establishing present development phasing, project milestones and identifying progress and coordination meeting schedules.
 - e. Provide copies of all documents and review them with the Owner.
8. Provide two trips (2 persons) to Mesquite Municipal Airport, Mesquite, NV.

Design Phase

1. Conduct and attend meetings and design conferences to obtain information and to coordinate or resolve design matters.
2. Collect engineering data and undertake field investigations as required
3. Prepare necessary engineering reports and recommendations.
4. Prepare detailed plans (including plan & profile analysis due to airport perimeter terrain), specifications, and design/construction schedules (included 16 design tasks). FAA AC 150/53710-10G "Standards for Specifying Construction of Airports" shall be used for the specifications.
5. Prepare the Construction Safety and Phasing Plan (CSPP) based on FAA AC 150/5370-2F "Operational Safety on Airports during Construction."
 - a. Coordinate with the Owner, and others as required, for the preparation of the CSPP
 - b. Review with Owner, obtain Owner's acceptance
 - c. Submit to FAA via OE/AAA website
 - d. Coordinate with FAA for review/approval
 - e. Modify the CSPP based on review comments.
6. Print and provide necessary review copies of engineering drawings and contract specifications.
7. Prepare engineering studies, including, but not limited to, design analysis, preliminary plans, preliminary estimates of cost and outline specifications. Develop bid alternatives as required to address funding uncertainty or funding agency direction.
8. As directed by the FAA ADO, submit to the FAA the drawings and specifications per FAA Memo 12/8/2014 "Implementation Plan for FAA Review of Construction Plans and Specifications for AIP Funded Projects"
9. Prepare for submission to FAA, Modification to Standards as needed for the project.
10. Review the plans and specification submittal with the owner and FAA.
11. Engineering/Design concepts/issues
 - a. Fence geometry/alignment, material selection, and construction specifications.
 - i. Examine and site fence alignment with relationship to FAA AC 150/5300-13A "Airport Design" design surfaces.
 - ii. Select the fence material based on the animals of concern or security needs.
 - iii. Design to accommodate the topography and existing drainage structures.
 1. The topography along the southeast portion of the airport is a significant drop-off with potential drainage concerns.
 - iv. Address construction access.
 - v. The location of access gates will need to be developed; these gates allow access along the fence for the release of trapped animals and emergency entry. These will be manual, normally locked gates.
 - b. Drainage analysis to address the topography and concern for debris collection and washouts. Design structures to address the fence alignment along the topography. Coordinate design with Corps 404 permit requirements.

- c. The motor-operated gate, card-access entry system will require electrical and communication systems in addition to the basic fence design.
 - d. The gate entrance area will require engineering evaluation for sight distance, aesthetics and structural requirements.
 - e. The removal of the existing fence is an access and construction/airfield safety issue to be evaluated during fencing design.
12. Final Design Phase
 - a. Update the plans and specifications based on review comments and updated information on funding availability.
 13. Update the Airport Property Map (Exhibit "A") for any additional BLM leased land.
 14. Quality Control
 15. Prepare the Design Basis Report
 16. Provide two trips (one person) to Mesquite.
 17. The final design includes construction plans and technical specifications including the Construction safety and Phasing Plan as approved by FAA; the bid documents less the specific bidding information.

Bidding and Negotiation Phase

1. Not included in this project.

Construction Phase.

1. Not included in this project.

Project Closeout Phase

The project closeout phase will follow the AIP Sponsor Guide (1610) FAA Central Region Airports Division for Project Closeout and the FAA Northwest Mountain Region Engineering Guidance 2013-12 Standard Handbook for Final Reports. Closeout documentation will include, but not be limited to:

- Sponsor Cover Letter including:
 - a statement attesting to the conformance of the completed design work with the sponsor/consultant project scope of work;
 - a statement addressing that all claimed costs have been incurred, are eligible for AIP participation and are supported by appropriate documentation; and
 - include a statement confirming that all AIP grant "conditions" have been met
- One signed copy of Final Pay Request on SF 271 for all projects, including Federal Financial Report
- One signed copy of SF-425 for letter of credit projects. Do not bind in the final report.
- Final Payment Summary Worksheet for all projects. Summarize administration, planning, environmental, engineering, Sponsor force account design, construction, Sponsor force account construction, land, and equipment costs, as applicable.

- Confirm that all Grant Special Conditions were met.
- Final project narrative report for design
- Sponsor required certifications
- Closeout Report Documentation
 - Plans, specifications and bid documents
 - Design basis report
 - Narrative of environmental documents prepared for project construction
- Final Project Cost Summary (Totals to match the SF 271 and SF 425 forms)

Special Services.

Special services to be employed by specialty consultants listed below for this fencing project include, but may not be limited to, the following tasks:

- a. Environmental Submittal(s) in support of FAA determination and to augment the CATEX submittal include:
 - i. Consult with the BLM in the State of Arizona to determine requirements for Desert Tortoise and all biological and cultural resource analysis.
 - ii. Perform and prepare:
 - Biological survey and report
 - Cultural survey and report
- b. Project survey services to support Environmental surveys and design services
- c. Project coordination with the FAA ADO approach surface analysis, document submittals, specification conformance and all other FAA requirements related to the perimeter fence project

Knight Leavitt Associates

- Conduct a records background check for a one mile radius around the proposed project area direct APE, and completing a culture history for the region and local area. The records search area could change from the traditional one mile radius at the agencies' discretion. It is possible that this background research could require a trip to the BLM Field Office, if required.
- Conduct a field survey (consisting of 30 meter wide transects in Nevada and maximum 20 meter transects in Arizona depending on visibility) of the proposed project area direct APE. The project and fieldwork will be overseen by archaeologists that meet the Secretary of Interior's standards for archaeologist and are permitted in the State of Nevada and by the BLM Nevada State Office and a permitted Arizona and BLM Arizona archaeologist. The transect width could change from the traditional width mentioned above along with the direct APE at agencies' discretion.
- Prepare and submit to the appropriate entity (e.g. BLM, FAA, etc.) a report documenting the results of the field survey of the direct APE, respond appropriately to comments, and revise report accordingly. This also includes the appropriate site sheets and National Register of Historic Places (NRHP) recommendations for any sites identified/recorded.

- Conduct a biological field survey of 30 meter transects (include the entire airport property from the runway to the property line on the east side of the airport due to terrain) and corresponding report for the Desert Tortoise and other critical area species habitat at the project site.
- Prepare and submit to the appropriate entity (e.g. BLM, FAA, etc.) a report documenting the results of the field survey of the biological habitat, respond appropriately to comments, and revise report accordingly.

Stovall Surveying LLC

- Conduct fence alignment field surveys and prepare electronic drawings for design of fencing alignment relative to the airport airspace and property constraints.
- Conduct as-built surveys of existing fencing around the airport including existing improvements and utilities surveys for location on electronic drawing files.
- Conduct topographical surveys of the project site areas for fencing design assistance and transfer to electronic drawing files

Bohannon & Huston

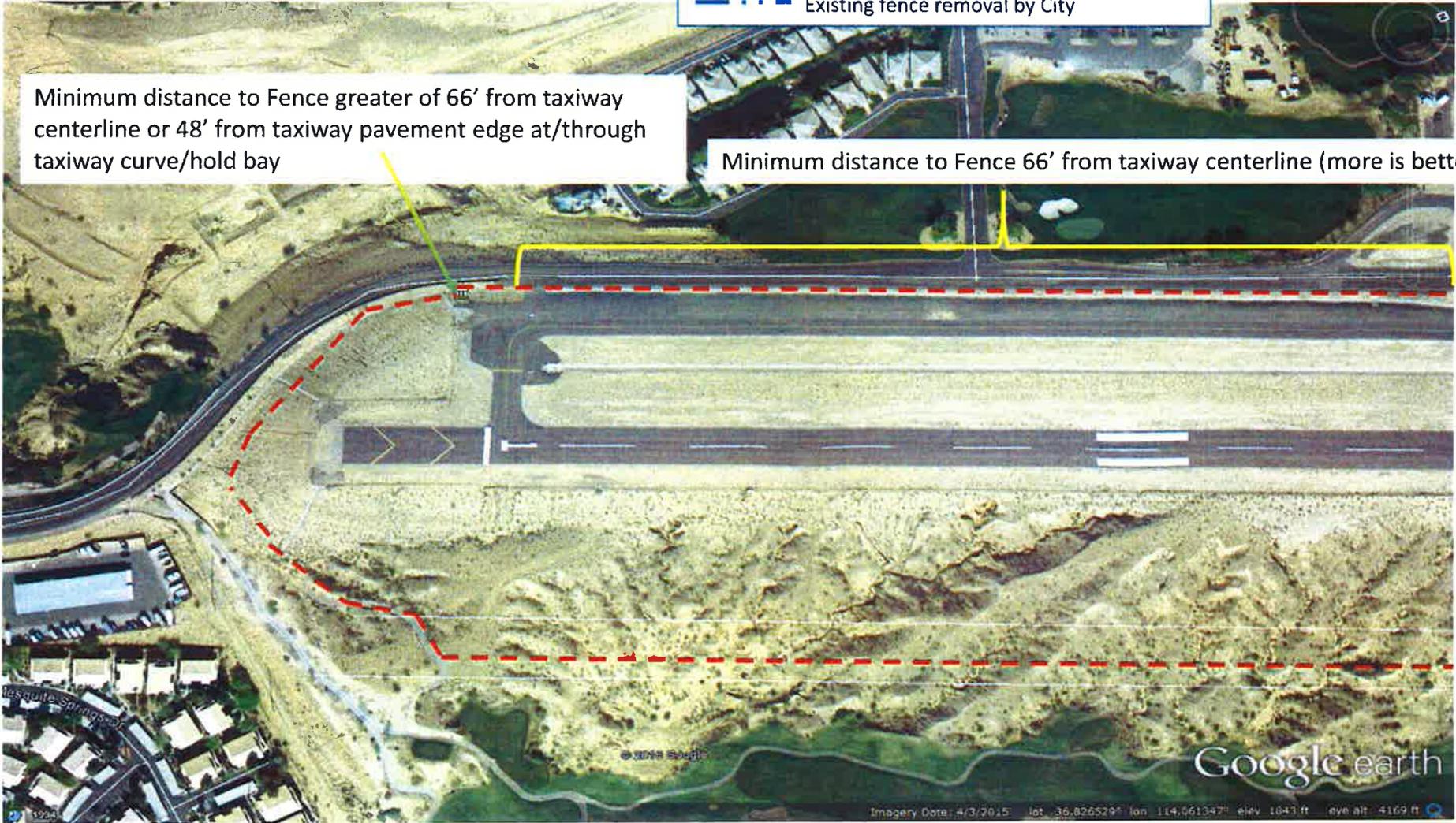
- Coordinate FAA issues and provide guidance on FAA requirements, procedures and protocols.
- Advise and assist the prime consultant in the FAA AIP process.
- Attend pre-design conference with the FAA and City via meetings/e-mails/video conference/telephone calls to confirm the scope of work and to address FAA requirements.
- Make four field trips to the site.
- Assist in the preparation of the sponsor's submittals of:
 - Modifications to Standards for the project
 - FAA Grant Application and Sponsor Certifications
 - Grant Quarterly Report to FAA
- Prepare input for the prime consultant's submission to FAA
 - Preliminary Engineering Report to FAA
 - 49 CFR Part 77 submissions for the fence and temporary construction impacts via FAA OE/AAA (FAA form 7460 submission)
 - Prepare the Construction Safety and Phasing Plan (CSPP) based on FAA AC 150/5370-2F "Operational Safety on Airports during Construction" including submission via the FAA OE/AAA website.
- Perform an analysis on the appropriate AC 150/5300-13A approach surface to determine if the proposed fence, or other natural or manmade obstructions are present based on the proposed fence alignment.
 - Develop resolution for any obstructions identified in the approach surface analysis
- Prepare specifications for the fence based on FAA AC 150/53710-10G "Standards for Specifying Construction of Airports" and other guidance.
- Prepare details for the fence installation.

Mesquite Airport (67L) Fence

- - - Install wildlife fence
- . . . Install chain link fence
- - - Existing fence removal by contractor
- . . . Existing fence removal by City

Minimum distance to Fence greater of 66' from taxiway centerline or 48' from taxiway pavement edge at/through taxiway curve/hold bay

Minimum distance to Fence 66' from taxiway centerline (more is better)

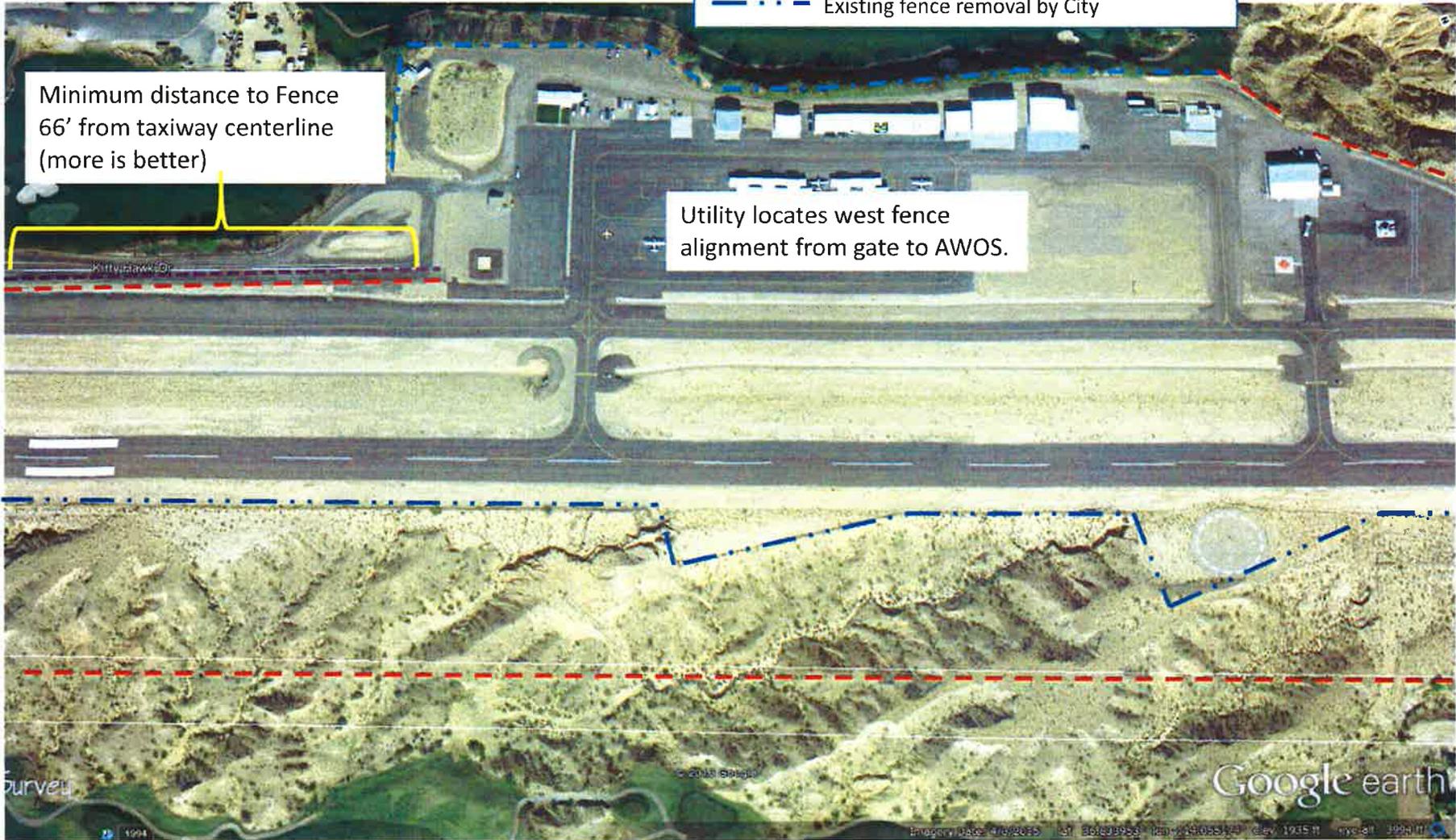


Mesquite Airport (67L) Fence

- - - Install wildlife fence
- . . . Install chain link fence
- - - Existing fence removal by contractor
- . . . Existing fence removal by City

Minimum distance to Fence
66' from taxiway centerline
(more is better)

Utility locates west fence
alignment from gate to AWOS.

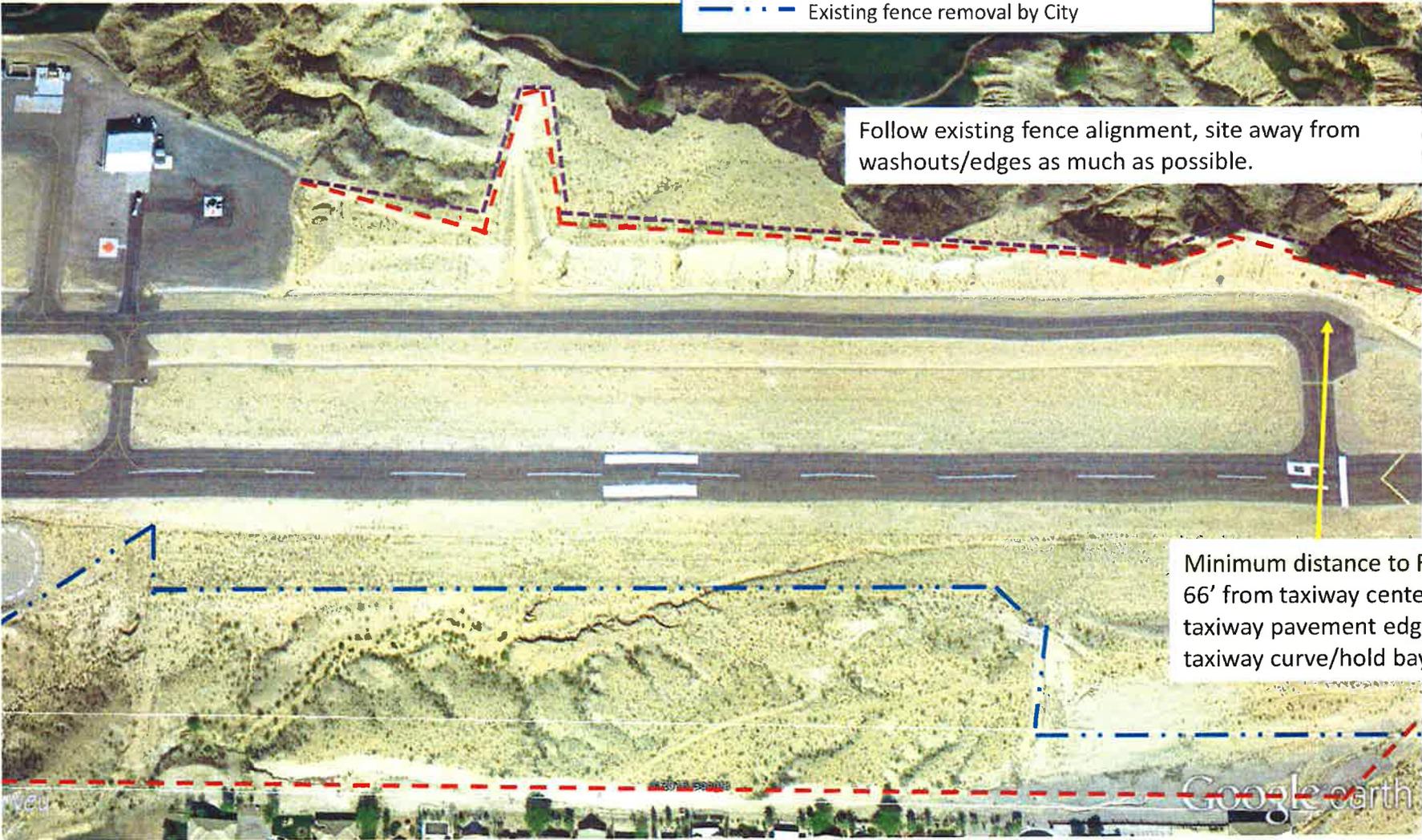


Mesquite Airport (67L) Fence

- - - Install wildlife fence
- . . . Install chain link fence
- - - Existing fence removal by contractor
- . . . Existing fence removal by City

Follow existing fence alignment, site away from washouts/edges as much as possible.

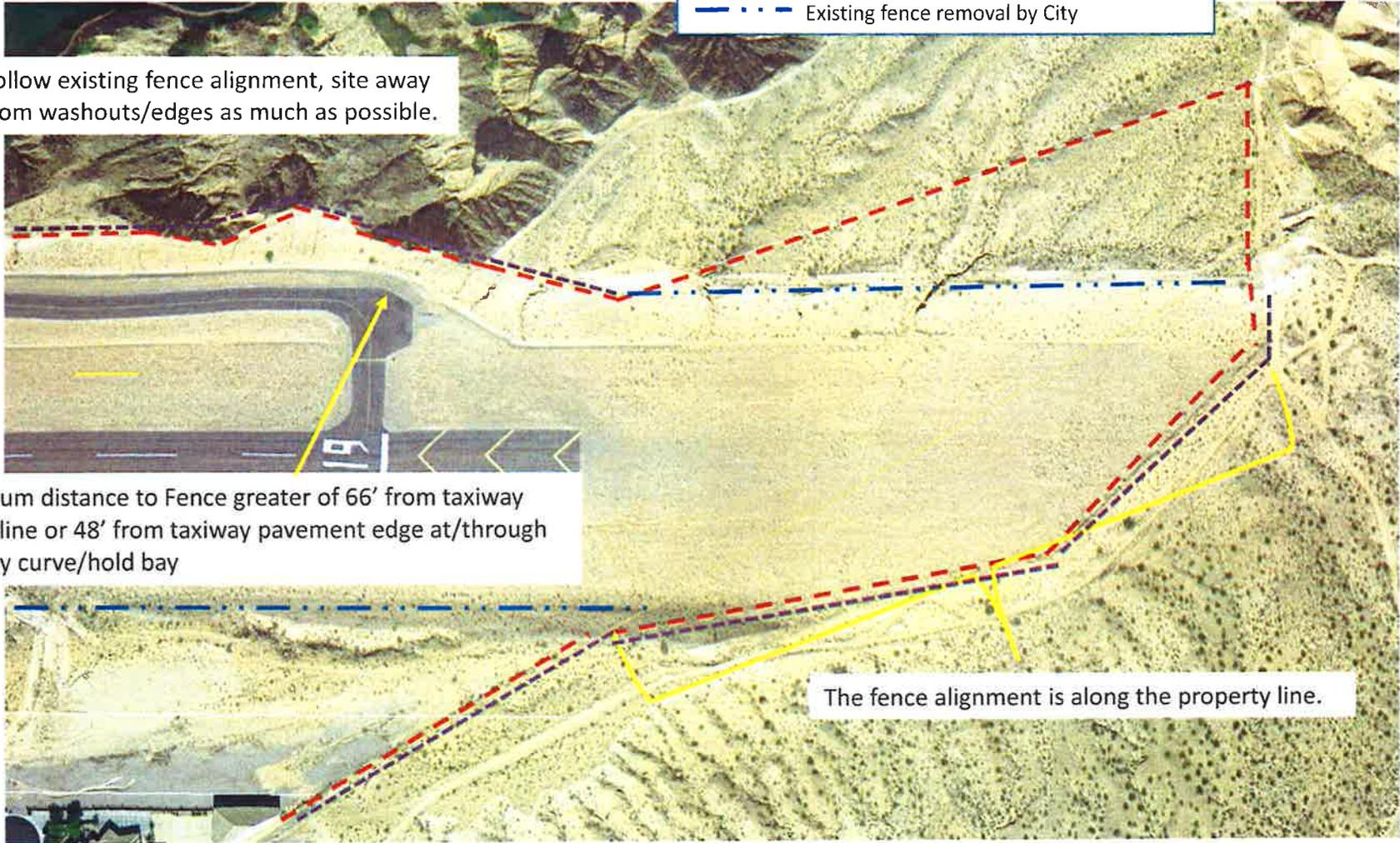
Minimum distance to Fence greater of 66' from taxiway centerline or 48' from taxiway pavement edge at/through taxiway curve/hold bay



Mesquite Airport (67L) Fence

- - - - - Install wildlife fence
- - Install chain link fence
- - - - - Existing fence removal by contractor
- - Existing fence removal by City

Follow existing fence alignment, site away from washouts/edges as much as possible.



Minimum distance to Fence greater of 66' from taxiway centerline or 48' from taxiway pavement edge at/through taxiway curve/hold bay

The fence alignment is along the property line.

Exhibit "B"
Project Fees

Exhibit "B"

<p>FEE PROPOSAL FOR</p> <p>Project Name: Animal Control and Security fence - Mesquite Airport (67L) Project Description: Design of airport wildlife deterrent and security fence Client: City of Mesquite Contract Type: LUMP SUM Date Prepared: Prepared by:</p>	  <small>Engineering Survey Data Advanced Technologies</small>
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Task Number	TASKS	EMPLOYEE CLASSIFICATIONS				Total Hours Per Task	Total Labor Per Task
		Project Manager 6	Engineer 5	Engineer Tech 5	Admin Asst 4		
Tasks based on Scope of Work (June 3, 2016)							
1	Project/Grant Management				0		\$ -
2	1. Assist the sponsor in the AIP process	5	9	8	1	23	\$ 3,315.00
3	2. Prepare for the sponsor's submission to funding agencies, grant applications	2	0	3	5	10	\$ 1,160.00
4	3. Conduct pre-design conference with the FAA and City via meetings/e-mails/video conference/telephone calls to confirm the scope of work and to address FAA requirements.	4	7	1	0	12	\$ 2,045.00
5	4. Coordinate with the FAA, BLM, and City on the project.	2	6	3	0	11	\$ 1,700.00
6	5. Negotiate Engineering Fees with Sponsor	0	8	3	0	11	\$ 1,540.00
7	6. Grant Management	0	0	0	0	0	\$ -
8	a. Prepare for the sponsor's submission to FAA	0	0	8	3	11	\$ 1,070.00
9	i. Updated project Cost Estimates and Schedules	0	0	0	0	0	\$ -
10	ii. Modifications to Standards for the project	0	0	0	0	0	\$ -
11	iii. FAA Grant Application and Sponsor Certifications	2	2	8	3	15	\$ 1,810.00
12	iv. Grant Quarterly Report to FAA	0	0	0	0	0	\$ -
13	v. Assist Sponsor with Drawdown of Grant Funds based on invoices	0	0	0	0	0	\$ -
14	b. Prepare for consultant's submission to FAA	0	3	5	0	8	\$ 965.00
15	i. Preliminary Engineering Report to FAA	2	4	3	3	12	\$ 1,640.00
16	ii. 49 CFR Part 77 submissions for the permanent fence and temporary construction impacts via FAA OE/AAA (FAA form 7460 submission)	0	8	0	0	8	\$ 1,320.00
17	iii. Construction Safety and Phasing Plan (CSPP)	0	0	3	0	3	\$ 300.00
18	v. Submit plans and specifications for ADO Engineer Review	0	0	8	5	13	\$ 1,250.00
19	Environmental	0	0	0	0	0	\$ -
20	1. Coordinate with FAA and BLM (for the BLM leased land) on environmental documentation required for the project	0	0	8	5	13	\$ 1,250.00
21	a. Prepare and submit the documented CATEX as described in FAA ARP SOP No. 5.00 "CATEX Determinations"	0	4	8	8	20	\$ 2,140.00
22	b. Coordinate with the BLM and Sponsor on lease property boundary to assure the required fence alignment area for the environmental study is within control of sponsor	0	0	0	0	0	\$ -
23	2. Consult with appropriate parties (FAA, BLM, US Army Corps of Engineers (Corps), US Fish & Wildlife, City of Mesquite, State of Nevada, State of Arizona, contractor, engineering firm) for project environmental requirements	0	5	8	4	17	\$ 1,935.00
24	3. Consult with US Army Corps relative to jurisdictional determination; Prepare jurisdictional area plans and cross sections with proposed fill and stream bed impacts (8 separate areas anticipated)	0	24	24	5	53	\$ 6,570.00
25	4. Prepare Corps Pre Construction Notification Permit including all consult with the Corps	0	16	24	24	64	\$ 7,040.00
26	a. Complete PCN application	0	8	8	4	20	\$ 2,400.00
27	b. Determine Jurisdictional Areas after field meeting with ASACOE	0	0	3	0	3	\$ 300.00
28	Prepare flow area plan and cross sections	0	0	3	5	8	\$ 750.00
29	d. Calculate jurisdictional stream bed impacts as required by the USACOE	0	0	5	2	7	\$ 680.00
30	Preliminary Phase	0	0	0	0	0	\$ -
31	1. Coordinate with the sponsor on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.	2	5	5	3	15	\$ 1,975.00
32	2. Perform an analysis on the appropriate approach surface to determine in the proposed fence, or other natural or	2	8	8	0	18	\$ 2,530.00
33	a. Develop resolution for any obstructions identified in the approach surface analysis	2	4	0	0	6	\$ 1,070.00
34	3. Plan, procure, and/or prepare necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations	0	0	0	0	0	\$ -
35	4. Develop design schematics, sketches, environmental and aesthetic considerations, project recommendations, and	2	8	12	5	27	\$ 3,340.00
36	5. Prepare project design	0	0	0	0	0	\$ -
37	6. Prepare the Project Work	0	0	0	0	0	\$ -
38	7. Pre-design Phase - General	0	0	0	0	0	\$ -
39	a. Confer with the Owner to review its project needs and requirements, inspect the site for the work, review the	2	2	5	3	12	\$ 1,510.00
40	b. Review the project's environmental documentation and decision.	1	5	12	1	19	\$ 2,280.00
41	c. Coordinate with and secure preliminary approval from the State, Federal Government, and other public or private agency where required as affected by proposed construction	0	0	0	0	0	\$ -
42	d. Develop in conjunction with the Owner the project design and construction schedule and budget. Establish	2	2	8	0	12	\$ 1,540.00
43	f. Provide copies of all documents and review them with the Owner. (BHI input to FA)	0	3	7	5	15	\$ 1,605.00
44	8. 2 persons, two trips included in this phase	10	10	0	0	20	\$ 3,700.00
45	Design Phase	0	0	0	0	0	\$ -
46	1. Conduct and attend meetings and design conferences to obtain information and to coordinate or resolve design matters.	2	8	5	0	15	\$ 2,190.00
47	2. Collect engineering data and undertake field investigations as required	0	0	0	0	0	\$ -
48	3. Prepare necessary engineering reports and recommendations.	2	4	12	9	27	\$ 3,060.00
49	4. Prepare detailed plans, specifications, cost estimates, and design/construction schedules.	2	4	4	2	12	\$ 1,640.00
50	4 a) Prepare base topographical files and establish alignment	2	0	3	3	8	\$ 910.00
51	4 b) Prepare Cut Sheets	0	0.25	1	12	13.25	\$ 1,218.75
52	4 c) Cover Sheet	0	0.25	1	6	7.25	\$ 678.75
53	4 d) Prepare Notes Sheets (2)	0	0.25	6	12	18.25	\$ 1,718.75
54	4 e) Index Map Sheet	0	0.25	1	4	5.25	\$ 498.75
55	4 f) Plan & Profile Sheets (15)	0	3.75	30	90	123.75	\$ 11,681.25
56	4 g) Develop Detail Sheet	0	2.25	8	8	18.25	\$ 1,888.75
57	4 h) Earthwork & Template	0	4	12	24	40	\$ 3,980.00
58	4 i) Hydraulic Calculations	0	0.25	24	12	36.25	\$ 3,518.75
59	4 j) Culvert X Sections (3 sheets)	0	0.5	12	24	36.5	\$ 3,437.50
60	4 k) Billing	3	0	0	3	6	\$ 780.00
61	4 l) Develop Cost Estimate	0	0	0	0	0	\$ -
62	4 m) Project Management	8	12	0	0	20	\$ 3,220.00
63	4 n) Independent Technical Review	8	4	2	6	20	\$ 2,720.00
64	4 o) Coordination with Airport Sponsor	0	3	0	0	3	\$ 465.00
65	4 p) Project Incidental Expense	5	5	5	5	20	\$ 2,575.00
66	5. Prepare the Construction Safety and Phasing Plan (CSPP) based on FAA AC 150/5370-2F "Operational Safety on	4	16	8	0	28	\$ 4,110.00
67	a. Coordinate with the Owner, and others as required, for the preparation of the CSPP	0	5	0	0	5	\$ 795.00
68	b. Review with Owner, obtain Owner's acceptance	0	4	0	0	4	\$ 640.00
69	c. Submit to FAA via OE/AAA website	0	8	0	3	11	\$ 1,590.00
70	d. Coordinate with FAA for review/approval	0	8	3	0	11	\$ 1,620.00
71	e. Modify the CSPP based on review comments.	0	2	3	1	6	\$ 720.00
72	6. Print and provide necessary review copies of engineering drawings and contract specifications	0	0	8	5	13	\$ 1,250.00
73	7. Prepare engineering studies, including, but not limited to, design analysis, preliminary plans, preliminary estimates of cost and outline specifications. Develop bid alternatives as required to address funding uncertainty or funding	2	7	9	7	25	\$ 3,055.00
74	8. As directed by the FAA ADO, submit to the FAA the drawings and specifications per the FAA Memo 12/8/2014 "Implementation Plan for FAA Review of Construction Plans and Specifications for AIP Funded Projects"	0	0	0	0	0	\$ -
75	9. Prepare for submission to FAA, Modification to Standards as needed for the project.	0	4	5	1	10	\$ 1,250.00
76	10. Review the plans and specification submittal with the owner and FAA.	2	7	5	1	15	\$ 2,105.00
77	11. Engineering/Design concepts/issues	0	0	0	0	0	\$ -
78	a. Fence geometry/alignment, material selection, and construction specifications.	2	7	3	0	12	\$ 1,835.00
79	i. Examine and site fence alignment with relationship to FAA AC 150/5300-13A "Airport Design" design surfaces.	0	11	4	0	15	\$ 2,185.00
80	ii. Select the fence material based on the animals of concern or security needs.	0	0	3	0	3	\$ 300.00
81	iii. Design to accommodate the topography and existing drainage structures.	0	0	0	0	0	\$ -
82	1. The topography along the southeast portion of the airport is a significant drop-off with potential drainage	0	0	0	0	0	\$ -
83	iv. Address construction access	0	0	0	0	0	\$ -
84	v. Develop location of	0	0	0	0	0	\$ -
85	b. The removal of existing fence is an access and construction/airfield safety issue to be evaluated during fencing design	0	0	0	0	0	\$ -
86	12. Final Design Phase	0	0	0	0	0	\$ -
87	a. Update the plans and specifications based on review comments and updated information on funding availability.	0	0	8	8	16	\$ 1,520.00
88	13. Update the Airport Property Map (Exhibit "A") for any additional BLM leased land	0	0	0	0	0	\$ -
89	14. Quality Control	6	0	0	0	6	\$ 1,230.00
90	15. Prepare the Design Basis Report	2	4	5	5	16	\$ 2,020.00
91	b. Two trips, one person to Mesquite	6	0	0	0	6	\$ 1,230.00
92	Project Closeout Phase	0	0	0	0	0	\$ -
93	1. Perform project closeout documentation on accordance with AIP Sponsor Guide 1610 - "Grant Closeout" and Engineering Guidance "Project Closeout Requirements 2013-12"	7	12	8	0	27	\$ 4,030.00
94	Special Services. (Biological and Cultural Surveys and Reports, Specialized consultant)						
95	Environmental (Kinght Leawitt Associates)						
96	Biological Survey & Report	Lump Sum - Subcontractor					
97	Cultural Survey & Report	Lump Sum - Subcontractor					
98	Survey						
99	Fence Layout, Topographical Verification, Project boundary assurance	Lump Sum - Subcontractor					
SUBTOTAL							\$ 138,396.25

Direct Non-Salary Expenses	
Travel	\$ 1,850.00
Per Diem	\$ 330.00
Reproduction	\$ 435.00
Total Direct Non-Salary Exp	\$ 2,615.00

SUBTOTAL (Total labor, Profit, and Expenses)	\$ 141,011.25
Environmental (Biological, Archilological)	\$ 9,000.00
Survey (Fence Layout and topographical Verification)	\$ 6,200.00
Total Cost Estimate	\$ 156,211.25



U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Airports Division
Phoenix Airports District Office

3800 North Central, Suite 1025
Phoenix, AZ 85012

August 4, 2016

Mr. Bill Tanner, Public Works Director
City of Mesquite
10 East Mesquite Boulevard
Mesquite, Nevada 89027

Dear Mr. Tanner:

**Mesquite Municipal Airport
AIP Project No. 3.32.0013.15
Install Airport Perimeter Fence (design only)
Consultant Services Fee Acceptance**

We have reviewed the request to accept the consulting fees for the above referenced project at the Mesquite Municipal Airport, Mesquite, Nevada. Reference is made to the Sponsor Certification for Selection of Consultants, dated June 14, 2016, that the City of Mesquite has met all statutory and administrative requirements for the selection and fee negotiation procedures. Based on this certification and the submitted record of negotiations, the following amounts for the AIP.15 consultant services are acceptable and eligible for federal participation:

Engineering Services

Project/grant management	\$10,215
Environmental	\$23,065
Preliminary phase	\$ 7,820
Design phase	\$53,896
Project closeout phase	<u>\$ 2,550</u>
Subtotal (Forsgren)	\$97,546

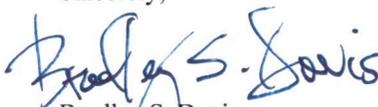
Special services/subconsultants

Knight Leavitt Assoc (environ/cultural survey)	\$ 6,282
Knight Leavitt Assoc (environ/biological survey)	\$ 2,718
Stovall Surveying (design survey)	\$ 6,200
Bohannon & Huston (design services)	<u>\$43,465</u>
Subtotal (special services)	<u>\$58,665</u>

TOTAL \$156,211

Please forward a signed copy of the project consultant fee contract to this office. If the city has any questions regarding the review and acceptance of the AIP.15 consultant fees, please contact me at 602.792.1068.

Sincerely,


Bradley S. Davis
Civil Engineer

cc: Forsgren Associates, Inc.