



**CENTRAL REGION AIRPORTS DIVISION  
FEDERAL AVIATION ADMINISTRATION**

**Suggested Template for Consultant Service Agreement – Environmental Assessments**

We are providing this sample template to assist Sponsors with establishing a consultant services agreement for environmental assessments. Although we recommend Sponsors use this template as a started point in preparing their specific agreement, it is not mandatory that the Sponsor use this format.

**Limitations of Use**

The sample language provided under this guidance serves as a starting point for the Sponsor when preparing their project specific consultant agreement. Sponsors must not construe this sample document as being complete and legally sufficient. FAA's provision of this sample agreement does not represent a guarantee, implied or explicit, of legal sufficiency. Sponsors are solely responsible for verifying the legal aspects of all contractual matters, including establishment of consultant agreements.

**CONSULTANT SERVICES AGREEMENT  
FOR ENVIRONMENTAL ASSESSMENT  
TEMPLATE  
(July 2012)**

This template incorporates guidance in FAA Order 5050.4B and the FAA Environmental Desk Reference for Airport Actions (Airports Desk Reference). The format is suggested, but not mandatory. The template also includes mandatory Federal contract provisions. A separate document has a cost sample format done per AC 150/5100-14D on consultant services. These two documents together can be used to support FAA approval for the consultant services agreement.

[Items in brackets such as this sentence are explanatory and should not be included in the agreement.]

Items in “less than” or “more than” brackets such as <DATE> should be filled in with the correct indicated information.

Questions or suggestions for improvement may be forwarded to Glenn Helm at [glenn.helm@faa.gov](mailto:glenn.helm@faa.gov) or 816-329-2617.



**CENTRAL REGION AIRPORTS DIVISION  
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**AGREEMENT FOR AIRPORT PLANNING SERVICES**

**<AIRPORT NAME> AIRPORT**

**<CITY, STATE>**

**F.A.A. A.I.P. PROJECT NO. 3-<XX-XXXX-XX-XXXX>**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of <CITY NAME> with offices located at <STREET ADDRESS, CITY, STATE, ZIP>, hereinafter referred to as the "Sponsor;" and <CONSULTANT NAME>, with offices located at <STREET ADDRESS, CITY, STATE, ZIP>, hereinafter referred to as the "Consultant."

The Sponsor wishes to prepare an Environmental Assessment (EA) for the <AIRPORT NAME> Airport. Projects to be covered in the EA include <LIST PROJECTS>.

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

In consideration of this, the parties agree as follows:

**ARTICLE I**

**SCOPE OF SERVICES**

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

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

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

**A. ENVIRONMENTAL ASSESSMENT**

**1. Purpose of and Need For the Project**

The Consultant will:

- a. Clearly identify the need for the project (problems to be corrected and the specific standards that are unmet), the purpose or the proposed action(s), and the proposed time frame(s) for the proposed action(s) [Include all projects that might begin within the next 5 years. May also include projects out to 10 years, particularly if they are follow-ons to the 5-year projects.]
- b. Verify that the proposed action(s) is per the Airport Layout Plan (ALP) and so state in the EA.



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- c. Coordinate with the Airport Sponsor the collection or documentation of relevant information supporting the need for the project, including specific justification and/or forecasts.

### **2. Alternatives**

The Consultant will:

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

### **3. Affected Environment**

The Consultant will:

- a. Make a thorough site visit to review the presence of readily visible and environmentally sensitive features such as wetlands, streams, ponds, farmlands, historic properties, residences, and businesses.
- b. Take photos of the site being sure to include environmentally sensitive features. A minimum of four photos will be included in the EA.
- c. Determine past, present, and/or reasonably foreseeable actions that are relevant and need to be highlighted in the EA.
- d. Document existing and planned land uses, including noise-sensitive receptors such as residences, schools, churches and hospitals; public parks; wildlife and waterfowl refuges; wetlands; floodplains; farmlands; coastal zones; recreation areas; historic facilities; and archaeological sites. Special interest groups, such as low income or minorities, should be identified if present, or their absence noted if applicable.

### **4. Environmental Consequences & Mitigation**

The Consultant will:

- a. Analyze and document the potential impacts and mitigation of the no action, proposed action and reasonable alternatives (the latter only if carried forward for analysis), including consultation with the appropriate agencies (placing agency letters in an appendix) for the following specific impact categories:
  1. Air Quality – Determine if threshold levels specified in the Airports Desk Reference will be reached. Measures to be utilized to minimize adverse air quality effects will be documented. The FAA Air Quality Handbook will be used as a guide.
  2. Biotic Resources – Assess the potential effects of the proposed project on biotic communities (excluding Federally-Listed Endangered and Threatened Species). Consult the state Department of Natural Resources (DNR) and the U.S. Fish and Wildlife Service. If directed, a biological survey for the project area will be completed and submitted to the USFWS and the state DNR for review.
  3. Climate – If air quality analysis threshold levels are exceeded, document in this section, the values of metric tons of CO<sub>2</sub> equivalent for the proposed action and alternatives. Consideration should be given to whether there are areas within the scope of the project where emissions could be reduced. However, reduction is not mandated and will not be possible in all situations.



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4. Coastal Barriers– Review not required in IA, KS, MO, and NE.
5. Coastal Zone Management– Review not required in IA, KS, MO, and NE.
6. Compatible Land Use – Address compatibility of existing and planned land uses in the vicinity of the proposed project, including documentation that appropriate zoning has or will be adopted. Reference and include a copy of the Sponsor’s “Land Use Compatibility Assurance Letter” in the EA Appendix.
7. Construction – Identify the potential environmental affects of construction of the proposed project and discuss mitigation measures. To avoid repeating discussions, a brief reference will be made to other sections if resources affected by construction are already discussed in those resource sections (e.g. sections on noise, air quality, water quality, biotic communities, etc.)
8. Section 4(f) – Contact the appropriate federal (Department of the Interior), state Department of Natural Resources (DNR), and local agencies to determine if any 49 Section 303(c) , 4(f)lands (public parks, recreation areas, wildlife or waterfowl refuges, or public/private historic sites) will be affected by the proposed project.
9. Federally-Listed Endangered and Threatened Species – Assess the potential effects of construction and operation of the proposed project on endangered and threatened species (excludes State-listed species which are discussed in the Biotic Resources section). Contact the state DNR and the U.S. Fish and Wildlife Service. If directed, a biological survey for the project area will be completed and submitted to the USFWS and the state DNR for review.
10. Energy Supply, Natural Resources, and Sustainable Design – Discuss any project effects on utilities, consumable materials, or aircraft fuel consumption.
11. Environmental Justice – Determine if any category of potential impact of the project will disproportionately affect low income or minority communities. If a disproportionate impact is identified, discuss efforts to avoid the impact, mitigation measures and describe any special efforts taken to include the impacted community in the environmental process.
12. Farmlands – Consult with the U.S. Department of Agriculture, Soil Conservation Service (county district office) to determine if the proposed project will have any impact on prime or unique farmland and submit Form AD-1006 if necessary.
13. Floodplains – Review the Federal Emergency Management Agency (FEMA) 100-year floodplain map and consult with local floodplain authorities as necessary to determine whether the proposed project will significantly impact a base floodplain and if permits will be necessary.
14. Hazardous Materials – Discuss if the project has the potential to involve or affect hazardous materials. If so, include a discussion of the means of compliance with applicable regulations. Describe the measures to be taken in the event of a release of a hazardous substance. Determine if any “Superfund” sites are in the project area and discuss the impacts of the project on the site, if applicable. [Note: An Environmental Due Diligence Audit (EDDA) or Environmental Site Assessment (ESA) for real property should not be done as part of the EA.]
15. Historic & Archaeological Resources - Assess the potential effects of the proposed project on historic resources. Consult with the State Historic Preservation Office (SHPO). If necessary, a Cultural Resources Survey will be conducted.



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16. Induced Socioeconomic – Discuss secondary or induced impacts, such as population increases, public service demands, and changes in business and economic activity, on surrounding communities.
17. Light Emissions & Visual Effects– Assess the potential effects of light emissions and visual effects resulting from the proposed project.
18. Noise– Assess noise using the latest FAA Noise Model if a noise study is required. [Refer to Airports Desk Reference]
19. Social Impacts – Assess the potential of the proposed project to cause health and safety risks to children, relocation of homes and businesses, dividing or disrupting communities, changing surface transportation patterns, disrupting orderly planned development, or creating a notable change in employment. For road closures or relocations, the consultant will solicit written approval from local EMS services and the authority controlling the road.
20. Solid Waste – If the proposed project will cause or change a solid waste stream, discuss how the solid waste will be handled and disposed of properly to minimize environmental affects. Analyze whether local disposal facilities have the capacity to hold solid waste streams the proposed airport facilities would produce during their construction or operation.
21. Water Quality – Assess the potential for any water quality impacts, including potential contamination of groundwater aquifers or surface waters and document measures to be incorporated to minimize adverse water quality effects. Contact the state water quality control agency and other applicable agencies as necessary. Disturbance of land equal to or greater than one acre will require a National Pollutant Discharge Elimination System (NPDES) permit at the time of construction.
22. Wetlands – Jurisdictional Waters – Assess the potential effect of construction and operation of the proposed project on jurisdictional waters and wetlands. Consult with the U.S. Army Corps of Engineers (COE), the U.S. Fish and Wildlife Service, state DNR, and state Department of Agriculture and propose mitigation measures as required. If needed, a Jurisdictional Determination will be obtained from the COE. If directed, a wetland delineation for the project area will be completed and submitted to the COE for review.
23. Wild and Scenic Rivers – Determine whether the proposed project will have any impact on wild and scenic rivers. This includes the National Wild & Scenic Rivers System (WSRS) of designated and study rivers as well as the Nationwide Rivers Inventory. Coordinate with Federal agencies as necessary.

### **5. Cumulative Impacts**

The Consultant will:

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



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### **6. Coordination with Government Agencies and Tribes**

The Consultant will:

- a. Coordinate with FAA concerning the Area of Potential Effect (APE) before coordinating with government agencies if the Consultant is proposing the size of the APE to be other than areas that may be potentially disturbed within 1) the existing airport boundary and/or 2) proposed land purchases, both within the next ten years. [Instances where you might expand the APE include 1) where noise would be increasing over an historic site, National Park, or wildlife refuge where non-aircraft noise is very low and a quiet setting is a generally recognized feature or 2) if 65 DNL noise contours are expanding]
- b. Coordinate a review of the preferred development alternative with the appropriate local, state and federal agencies. Provide said agencies with the pertinent materials for review to include a letter summarizing project information, a location map showing the proposed development, a vicinity map and other data if applicable. In the EA, provide a copy of the letter and attachments to the agencies.
- c. Provide a Word electronic copy of the above letter and PDFs of other information to FAA so that FAA may coordinate the project with Federally-recognized Tribes.
- d. Address concerns of Government Agencies and Tribes by responding promptly to requests for additional information or documentation. Consultant will not initiate conversations or correspondence with Tribes, but rather will work through FAA to provide information to Tribes. Consultant may answer questions if contacted by Tribes, but should keep FAA informed of the content of any such communications.
- e. Include letters and other pertinent information from Government Agencies and Tribes in EA including analysis of their concerns as necessary.

### **7. Coordination with the General Public**

The Consultant will:

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





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attendees, comments, and responses to comments.

### **8. Deliverables**

The Consultant will:

- a. Prepare a preliminary draft EA and provide one (1) copy to the FAA and two (2) copies to the Airport Sponsor for review and comment.
- b. Respond to comments from the FAA and the Airport Sponsor and provide them each a copy of a final draft EA, incorporating all public involvement documents for final review and comment.
- c. Prepare six (6) copies of the final EA report incorporating a summary of the public hearing, comments received as a result of agency coordination, and responses to public comments for the Airport Sponsor and FAA. Provide the Airport Sponsor and FAA an electronic copy of the final EA document and supporting materials (PDF format). Note that FAA will need to keep two (2) hard copies of the final EA.
- d. Submit quarterly performance reports to FAA at the end of March, June, September and December for all quarters in which there is an active AIP grant for the EA project.

### **9. Services Not Included in Agreement /13/12**

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

- a. Conduct an air quality analysis if anticipated activity exceeds thresholds specified in FAA Order 5050.4B. [If air quality analysis is anticipated or possible, delete this paragraph and add cost under Article IV]
- b. Conduct a noise analysis if anticipated activity exceeds thresholds specified in FAA Order 5050.4B. [If noise analysis is anticipated or possible, delete this paragraph and add cost under Article IV]
- c. Prepare a Section 303(c)/4(f) statement if determined to be necessary following consultation with the appropriate agencies.
- d. Prepare and submit a COE Section 404 permit application.

## **ARTICLE II**

### **SPONSOR'S RESPONSIBILITIES**

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

1. Draft a resolution for the approval for the EA.
2. Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform his services.
3. Assist in approvals and permits from all governmental entities under the Sponsor's jurisdiction over the project.
4. Designate in writing a person to act as Sponsor representative with respect to the



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services to be rendered under this Agreement. Such person will have complete authority to transmit instructions, receive information, and interpret and define Sponsor policies and decisions.

5. Give prompt written notice to the Consultant whenever Sponsor observes or knows of any development that affects the scope or timing of Consultant's services.
6. Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. The Sponsor will pay for all permits and licenses that may be required by local, state or federal authorities; and will secure the necessary land, easements and rights-of-way required for the project.
7. Provide one (1) copy of existing plans, reports, or other data the Owner may have on file needed for background information to complete the EA
8. Meet the requirements of Section 508 of the Rehabilitation Act, which requires that electronic information technology (EIT) meet specific accessibility standards for people with disabilities, and public access to and use of information and data comparable to that provided to those without disabilities.





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**ARTICLE III  
TIME SCHEDULE**

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

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

**Schedule Performance in Calendar Days**

A. Environmental Assessment .....360 Days

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

**ARTICLE IV  
COMPENSATION**

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

**Compensation Schedule**

|   |             |           |
|---|-------------|-----------|
| A. Environmental Assessment                                   | \$ <AMOUNT> | Lump Sum  |
| B. Conduct Public Hearing                                     | \$ <AMOUNT> | Lump Sum* |
| C. Wetland Delineation  | \$ <AMOUNT> | Lump Sum* |
| D. Cultural Resources Survey                                  | \$ <AMOUNT> | Lump Sum* |
| E. Biological Survey  | \$ <AMOUNT> | Lump Sum* |
| F. <Add Noise Analysis or Air Quality Analysis if applicable> | \$ <AMOUNT> | Lump Sum  |

TOTAL AMOUNT \$<AMOUNT> Not-To-Exceed

\* Optional if necessary

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

The attached Exhibit I and IA shows the detail of project costs.

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

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



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**ARTICLE V**

**MANDATORY FEDERAL CONTRACT PROVISIONS**

A. Civil Rights Act of 1964, Title VI-Contractor Contractual Requirements (49 CFR Part 21)

During the performance of this Contract, the Consultant for itself, its assignees and successors in interest agree as follows:

1. Compliance with Regulations: The Consultant shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
2. Nondiscrimination: The Consultant, with regard to the services performed during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The Consultant shall provide all information and reports required by the Regulation or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Sponsor or the FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Contract, the Sponsor shall impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the Consultant under the Contract until the Consultant complies; and/or
  - b. Cancellation, termination or suspension of the Contract, in whole or in part;
6. Incorporation of Provisions. The Consultant shall include the provisions of Paragraphs 1 through 6 in every subcontract, including procurement of materials and leases of equipment unless exempted by the Regulations or directives issued pursuant thereto. The Consultant shall take such action, with respect to any subcontract or procurement, as the Sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in or is threatened with litigation with a subcontractor or supplier as a



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result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interest of the Sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

- B. Airport and Airway Improvement Act of 1982, Section 520 – General Civil Rights Provisions (49 USC § 47123)
1. The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure 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.
  2. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a 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 party or any transferee for the longer of the following periods:
    - a. the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or
    - b. The period during which the airport 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. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- C. Disadvantaged Business Enterprises (49 CFR Part 26)
1. Contract Assurance (§26.13) – The Consultant and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
  2. Prompt Payment (§26.29) – The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.
- D. Lobbying and Influencing Federal Employees (49 CFR Part 20)
1. No Federal appropriated funds shall be paid, by or on behalf of the Consultant, 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 making of any Federal grant and the amendment or modification of any Federal grant.



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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 any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.
- E. Access to Records and Reports (49 CFR §18.36)
1. The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant 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.
- F. Breach of Contract Terms (49 CFR §18.36)
1. Any violation or breach of terms of this contract on the part of the Consultant or their subconsultant(s) 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 there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- G. Rights to Inventions (49 CFR §18.36)
1. All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.
- H. Trade Restriction Clause (49 CFR Part 30)
1. The Consultant or their subcontractors by execution of a contract 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 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.
  2. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct, through the Sponsor, cancellation of the contract at no cost to the Government.



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3. Further, the Consultant agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.
  4. The Consultant shall provide immediate written notice to the Sponsor if the Consultant 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 Consultant, if at any time it learns that its certification was erroneous by reason of changed circumstances.
  5. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the Sponsor, cancellation of the contract or subcontract for default at no cost to the Government.
  6. 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 Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  7. 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.
- I. Termination of Contract (49 CFR §18.36)
1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
  2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
  3. If the termination is due to failure of the consultant to fulfill its obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
  4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in Paragraph 2 of this clause.
  5. The rights and remedies of the Sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.



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FEDERAL AVIATION ADMINISTRATION**

**J. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (49 CFR Part 29)**

1. The Consultant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.

**ARTICLE VI  
MISCELLANEOUS PROVISIONS**

[This section is optional based on needs of Sponsor and Consultant]

**SIGNATURES**

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

ATTEST:

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

Title: \_\_\_\_\_

**SPONSOR:**

CITY OF <CITY, STATE>

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

Title: \_\_\_\_\_

ATTEST:

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

Title: \_\_\_\_\_

**CONSULTANT:**

<CONSULTANT NAME>

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

Title: \_\_\_\_\_