CONTRACT FOR LEGAL SERVICES

**AIRPORT NAME (Airport Name):**

**BOA PROJECT NUMBER : (Project Number)**

 **Funding ID : (Number)**

AIP/State Aid Number : **(Number)**

Between the

**AIRPORT OWNER:(Owner)**, Wisconsin

Represented by: SECRETARY OF TRANSPORTATION, Agent for the Owner

and

**CONSULTANT**: **Consultant**

**Consultant Adress**

**City, WI Zip Code**

This Contract is made and entered into by and between the **Airport Owner**, Wisconsin hereinafter referred to as the “Owner,” and **Consultant**, together with all subcontractors (if any), hereinafter referred to as the “Consultant.” The Owner is represented by its duly authorized agent the SECRETARY OF TRANSPORTATION, Bureau of Aeronautics, hereinafter referred to as the “Bureau” or BOA,” pursuant to the provisions of Chapter 114 of the Wisconsin Statutes.

It is understood and agreed that compensation for all services provided by the CONSULTANT under the terms of this contract shall not exceed $(total) except by amendment to this contract.

The Consultant representative is Consultant whose telephone is Phone Number

The Owner representative is Teresa Klein, BOA Airport Land Program Manager, whose telephone number is 608-266-3092.

Attached and made part of this Legal Services Contract are the Scope of Services and General Addendum to Contracts.

This Contract has been agreed to and signed on the dates shown. Effective date of the Contract is the latter of the two dates.

AS AGENT FOR OWNER CONSULTANT

By: By:

Tami Weaver Signature

Bureau of Aeronautics

### Attorney at Law Title

SS#/EIN:XX-XXXXXXX

Date: Date:

# Scope of Services

Airport Owner, BOA Project #Number Project number

**Purpose** Legal and other professional services are deemed necessary in conjunction with litigation related to a land acquisition project for the above named airport.

**Qualifications** The CONSULTANT is qualified by training and experience, licensed to practice law in the State of Wisconsin, and has an adequate staff to perform such legal services as may be necessary for the project, or is a professional who by training and experience is qualified to develop products and provide legal services.

**Standards** Services under this contract shall be performed in accordance with generally accepted standards of the profession; all applicable local, state and federal regulations, codes, laws and rules; and particularly, requirements as set forth in FAA Order 5100.37B, *Land Acquisition and Relocation Assistance for Airport Projects;* Wisconsin State Statutes, Chapter 32; and BOA’s *Airport Owner’s Guide to Land Acquisition* and guide supplements. It is the CONSULTANT’s responsibility to have the latest copies of these documents as references. Guides and supporting contract materials are found online at WisDOT - Doing Business/Airports/Forms and Documents:

<http://wisconsindot.gov/Pages/doing-bus/aeronautics/airports/forms.aspx>

**Work Scope** The CONSULTANT agrees to do all necessary work related to litigation for the land acquisition project and shall keep a detailed log or diary in the performance of such services to show the type and kind of services performed and the specific parcels of land involved. The CONSULTANT may recommend, or with approval of the Bureau, engage expert services, witnesses or products to support litigation.

**Payment** The CONSULTANT shall be compensated by the OWNER for services performed on the basis of $(Sum) per hour for partners, $Sum for associates, and $Sum per hour for paralegals, with the total not to exceed $Total. Such payment shall be full compensation for services rendered and for all labor, materials, supplies, and equipment. Actual out of pocket expenses such as telephone, mailing, travel, and incidentals necessary to complete the services shall be itemized and invoiced separately.

Reimbursable expenses such as expert trial witnesses, court reporters, displays for trial purposes, and recording fees shall be invoiced separately. The CONSULTANT may submit invoices no more than once a month. Such invoices shall be accompanied by a progress report showing the amount of contract work accomplished, and a list of reimbursable expenses being billed for at the end of the billing period.

# General Addendum to Contracts

## Assignment

The CONSULTANT shall not assign, sublet or transfer all or any part of services or interest under this contract without the prior written consent of the OWNER. Such consent, unless it explicitly so states, shall not relieve the CONSULTANT of any responsibility for the fulfillment of the contract.

The CONSULTANT warrants that there has not been any company or person employed or retained, other than a bona fide employee working solely for the Consultant, to solicit or secure this agreement, and that payment or an agreement has not been made to pay any company, firm or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making this agreement. For breach or violation of this warranty, the OWNER shall have the right to annul this agreement without liability.

## Exchange of Information/Approval by OWNER

Each party to this agreement shall furnish any available pertinent information in its possession to the other party, if in the opinion of either party such information shall be helpful in accomplishing the purpose of this contract. Prior to all material financial decisions CONSULTANT shall obtain approval from OWNER.

## Delays and extensions

Delays grossly affecting the completion of the services attributable to, or caused by one of the parties shall be considered cause for termination of this contract by the other party.

Delays in completing the services within the time provided for completion, for reasons not attributable to the CONSULTANT, may constitute justification for additional compensation to the extent of documented increases in costs as a result thereof.

## Termination

This contract may be terminated by either party seven days from receipt of written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. In the event the contract is terminated by the OWNER without fault on the part of the CONSULTANT, the CONSULTANT shall be paid for services completed as authorized through and including the effective date of termination as set forth herein. In the event CONSULTANT services are terminated by the OWNER for fault on the part of the CONSULTANT, they shall be paid the reasonable value of the services performed and delivered to the OWNER up to the time of termination.

In all cases of contract termination, all finished and unfinished books, documents, record, maps, drawings, models, photographs, reports and all copies required by this contract thereof which are not already in the possession of the OWNER shall upon request be given to the OWNER by the CONSULTANT.

## Accuracy and completeness

The CONSULTANT assumes responsibility for the completeness and accuracy of his work and the finished documents.

## Dispute

Any dispute concerning a question of fact in connection with the work hereunder which is not otherwise disposed of by this agreement, shall be decided by the OWNER, subject only to an appropriate appeal to the court.

## Access to documents

The CONSULTANT agrees when performing services under this contract to maintain careful, complete and detailed records of expenses and hours worked in connection with services done under this contract. It is understood and agreed by the CONSULTANT that the OWNER, the Federal Aviation Administration, the Comptroller General of the United States, the State of Wisconsin, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the CONSULTANT which are directly pertinent to the project under which this contract is written for the purpose of making audit, examination, excerpts, and transcriptions. Such records shall be retained by the CONSULTANT not less than 5 years following final payment for services under this contract.

## Ownership of Documents

CONSULTANT agrees that the documents provided under this contract shall become the sole property of the OWNER and that use of part or whole of any such documents without OWNER authorization is strictly prohibited.

## Confidentiality

CONSULTANT shall not discuss, negotiate nor convey information used in connection with this project to any person or entity other than the OWNER, except as may be appropriate in informing the property owner of the purpose and intent of the services.

## Conflict of Interest

The CONSULTANT shall not receive a fee or any other type of payment as a result of these services from any source other than the OWNER. The Consultant has no past, present or contemplated future personal interest in any of the properties included in this contract.

## Hold Harmless

The CONSULTANT shall indemnify and save harmless the OWNER and WIDOT and all their officers, agents and employees on account of any damages to persons or property resulting from negligence, errors or omissions of the Consultant in conjunction with performance and completion of the services covered by this contract. The Consultant shall be responsible to the OWNER for any losses to or costs to repair or remedy as a result of the CONSULTANT’S negligent acts, errors or omissions.

## Title VI Assurances

During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees 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 by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of assignees, including procurements 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 assignee, including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiations made by the Consultant for services to be performed under an assignment, including procurements of materials or leases of equipment, each potential assignee 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 information and reports required by the Regulations 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 OWNER or the Federal Aviation Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where 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 the OWNER or the Federal Aviation Administration 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 OWNER shall impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to
	1. withholding of payments to the Consultant under the Contract until the Consultant complies, and/or
	2. 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 5 in every assignment, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any assignee or procurement as the OWNER or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided however, in the event an Consultant becomes involved in or is threatened with, litigation with an assignee or supplier as a result of such direction, the Consultant may request the OWNER to enter into such litigation to protect the interests of the OWNER and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
7. Assignment. For the purpose of this Attachment, assignment shall include any assignment, sublet or transfer of any or all of the Consultant's services or interest in this Contract, and the assignee shall include the person, persons, firm or organizations to which any such assignment is made.
8. Disadvantaged Business Enterprise (DBE) Assurances.
	1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have that maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this Contract. Consequently, the DBE requirements of 49 CFR Part 26 as amended apply to this Contract.
	2. DBE Obligations. The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

## Equal Employment Opportunities

The CONSULTANT agrees that during the performance of this contract, equal employment opportunities shall be provided for all qualified persons and that there shall not be any discrimination against any employee or applicant because of race, color, sex, religion, or national origin. The CONSULTANT and associated sub-Consultants shall comply with the Civil Rights Act of 1964 and with Executive Order No. 11246, dated September 24, 1965, or with such other executive orders and statutes concerning nondiscrimination which may from time to time hereafter, be promulgated.

## Suspension and Debarment

Note: Applicable to contracts over $100,000

Certification regarding debarment, suspension, ineligibility, and voluntary exclusion: the bidder/offerer certifies, by submission of this proposal or acceptance 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 proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offer/Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

## Foreign Trade Restrictions

The Consultant or sub-Consultant, 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 or nationals 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);

1. has not knowingly entered into any contract or subcontract for this project with a Consultant 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.
2. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on

said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subConsultant 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 the 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 Consultant agrees that, if awarded a contract resulting from this solicitation, it shall incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely upon the certification of a prospective sub-Consultant unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the OWNER if the Consultant learns that its certification or that of a sub-Consultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The sub-Consultant agrees to provide immediate written notice to the Consultant, 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 Consultant or sub-Consultant 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 a Consultant 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.

## Nondiscrimination/Affirmative Action

In connection with the performance of work under this contract, the consultant agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) (Wisconsin Statute), sexual orientation as defined in 111.32(13m) Wisconsin Statutes, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the consultant agrees to take affirmative action to ensure equal employment opportunities. The consultant agrees to post in conspicuous places, available for employees and applicants for employment, notice to be provided by the consultant, setting forth the provisions of the nondiscrimination clause.

## Non-Lobbying Certification

Note: Applicable to contracts over $100,000

The consultant certifies by execution of this contract, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of 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 of Lobby Activities", 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 sub-Consultants, 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.