

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 6th day of December, 2021, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and RS&H California, Inc., a California Corporation, with offices located at 369 Pine Street, Suite 610, San Francisco, California 94104, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to provide on-call planning, engineering and environmental services; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide the services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the services described in Exhibit "A" attached hereto. City and Consultant shall enter into an "Authorization of Service Agreement," substantially in the form of Exhibit "B" attached hereto and incorporated herein by this reference, for each project. City's City Manager shall have the authority to execute on City's behalf the Authorization of Service Agreement without additional approval by the City Council so long as the funding is available within the airport's budget. In the event additional funding is required, such Authorization of Service Agreement will require prior City Council approval. In the event of a conflict between the term of this Contract and the terms of the Authorization of Service Agreement, the terms and conditions set forth herein shall prevail over those set forth in the Authorization of Service Agreement.

The Federal Aviation Administration Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Projects is attached hereto as Appendix "A" and incorporated herein by this reference and made a part hereof.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the City Engineer or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "A" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end on December 31, 2026.

4. **COMPENSATION.** City shall pay Consultant for services rendered pursuant to this Contract, at the times and in the manner set forth in each Authorization of Service Agreement. The payments specified in the Authorization of Service Agreement shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement. For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00).

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. **INDEMNITY.**

A. **Indemnity for Professional Liability.** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

B. **Indemnity for Other Than Professional Liability.** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for

which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

10. **INSURANCE.** During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. **Workers' Compensation Insurance.** Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. **General Liability.**

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual

renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made

during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the Vendor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Consultant further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Vendor from the Department of Industrial Relations. These wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Consultant that

the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. **WAIVER.** In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. **VENUE.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. **AMENDMENT.** This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. **INTEGRATION.** This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. **AUTHORITY TO EXECUTE.** The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

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

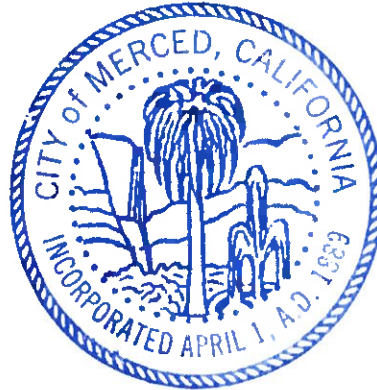
CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____


City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: [Signature]
Assistant/Deputy City Clerk



APPROVED AS TO FORM:

BY: [Signature] 11/9/21
City Attorney Date

302002
ACCOUNT DATA:

BY: [Signature]
Verified by Finance Officer V-16573
Funds to be encumbered as needed xC 6/10/22
Not to exceed. \$750,000.00 FZ 4/13/22
{Signatures continued on next page}

CONSULTANT
RS&H CALIFORNIA, INC.
A California Corporation

BY: Joseph P. Jackson
(Signature)

Joseph P. Jackson
(Typed Name)

Its: President
(Title)

BY: [Signature]
(Signature)

David J. Full
(Typed Name)

Its: Vice President, Corporate Secretary
(Title)

Taxpayer I.D. No. 26-2434974

ADDRESS: 369 Pine St, Suite 610
San Francisco, CA 94501

o (415) 780-4601
TELEPHONE: m (630) 300-8511

FAX: _____

E-MAIL: Joe.Jackson@RSandH.com

EXHIBIT A

PART A – SCOPE OF WORK

The consultant service in each category may include, but is not necessarily limited to, the scope outlined below. The City will select one (1) or more consultants. The scope may expand based on the needs of the City.

The City desires to use the professional services of a qualified airport consulting firm, or combination of firms, for a five-year period, to assist the Airport in the performance of the following tasks:

1. Assist in the preparation and development of Airport Capital Improvement Programs (ACIPs).
2. Coordination with the Federal Aviation Administration (FAA) in grant proposals, performance, and closeout.
3. Project planning/design/engineering/construction management; airfield hydrology; airfield civil and electrical engineering for ACIP projects, including terminals, aircraft parking aprons, taxiways, runways, airfield marking, airfield signage and lighting, hangar rehabilitation, airfield drainage, landside parking and circulation infrastructure; project inspection; and other tasks as assigned.
4. Project planning/design/engineering/construction management; airfield hydrology; airfield civil and electrical engineering for ACIP projects, including terminals, aircraft parking aprons, taxiways, runways, airfield marking, airfield signage and lighting, hangar rehabilitation, airfield drainage, landside parking and circulation infrastructure; project inspection; and other tasks as assigned.
5. Project planning/design/engineering/construction management; airfield hydrology; airfield civil and electrical engineering for ACIP projects, including terminals, aircraft parking aprons, taxiways, runways, airfield marking, airfield signage and lighting, hangar rehabilitation, airfield drainage, landside parking and circulation infrastructure; project inspection; and other tasks as assigned.
6. Project planning/design/engineering/construction management; airfield hydrology; airfield civil and electrical engineering for ACIP projects, including

terminals, aircraft parking aprons, taxiways, runways, airfield marking, airfield signage and lighting, hangar rehabilitation, airfield drainage, landside parking and circulation infrastructure; project inspection; and other tasks as assigned.

7. Miscellaneous consulting support services for engineering and special services as may be required from time to time by the Airport. These services may include representing the Airport in discussions with governing bodies and regulatory agencies regarding grant requirements, airport grant eligibility, and project documentation.

As part of the services, the consultant(s) will be required, beginning on the effective date of official selection, on an as-needed basis, for up to five years, to perform such related activities as engineering studies, grant applications, engineering design work, preparation of contract plans and specifications, construction management, and contract administration. Fees will be determined through negotiations at the time a service is needed.

Some Projects are anticipated to be funded in by a combination of federal, state, and local funding, and some as local only funded projects. Projects funded by AIP are expected to be accomplished over the course of several grant projects.

Projects that may require engineering services include, but are not limited to the following:

Terminal Design Study
Construct Passenger Terminal Facilities (Road, Vehicle Parking, Terminal, and Apron)
Old Terminal Building Demolition
Taxiway A Rehabilitation, Design & Construction
Transient Pilot Restroom Facilities
South GA Apron & Hangar Area Rehabilitation, Design & Construction
Airport Above Ground Fuel Farm and System
Runway Expansion (Lengthening and Widening)
Airport Layout Plan and Narrative Update
Pavement Maintenance Management Program (PMMP) Update
Environmental Services as Required
Independent Fee Estimate (IFE) as Required

PART – B CONSULTANT REQUIREMENTS

All engineering plans (including structural and geotechnical), calculations, specifications, and reports (hereinafter referred to as "documents") shall be prepared by, or under the responsible charge of, a licensed engineer in the State of California and shall include his or her name and license number. Interim documents shall include a notation as to the intended purpose of the document, such as "Preliminary", "Not for Construction", "For Plan Check Only", or "For Review Only". All engineering plans and specifications that are permitted or that are to be released for construction shall bear the signature and seal or stamp of the licensee and the date of signing and sealing or stamping. All final engineering calculations and reports shall bear the signature and seal or stamp of the licensee, and the date of signing and sealing or stamping. If engineering plans are required to be signed and sealed or stamped, and have multiple sheets, the signature, seal or stamp, and date of signing and sealing or stamping, shall appear on each sheet of the plans. If engineering specifications, calculations, and reports are required to be signed and sealed or stamped and have multiple pages, the signature, seal or stamp, and date of signing and sealing or stamping shall appear at a minimum on the title sheet, cover sheet, or signature sheet.

All survey work, including but not limited to topographic, planimetric, field survey, boundary survey, retrace, or installation of new monuments shall be conducted under the supervision of a licensed surveyor in the State of California. Interim documents shall include a notation as to the intended purpose of the document, such as "Preliminary", "Not for Construction", "For Plan Check Only", or "For Review Only". If any document requires signature, per Professional Engineer and Survey Act, the documents shall be signed and stamped by the supervising surveyor.

The Consultant's personnel shall be capable, competent, and experienced in performing the types of work in this Agreement with minimal instruction. Personnel skill level should match the specific job classifications, as set forth herein or in the Consultant's Cost Proposal and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and local laws and regulations.

The Consultant is required to submit a written request and obtain the City's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's Organization Chart or the Consultant's cost proposals. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal not exceed the billing rate, and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the City.

The Consultant's personnel shall typically be assigned to and remain on specific City projects/deliverables until completion and acceptance of the project/deliverables by the City. Personnel assigned by the Consultant shall be available at the start of a Task Order and after acceptance of the project/deliverable by the City.

After City approval of the Consultant's personnel proposal and finalization of a Task Order, the Consultant may not add or substitute personnel without the City's prior written approval.

Resumes or certification containing the qualifications and experience of the Consultant's and Sub-consultant's personnel, which include existing, additional, and substitute personnel, and copies of their minimum required certifications, shall be submitted to the City for review before assignment on a project. The resume and copies of current license or certification for each candidate must be submitted to the City within one (1) week of receiving the request.

The City reserves the right and may interview the Consultant's personnel for qualifications and experience. If it is deemed necessary to conduct an interview, the Consultant shall provide adequate qualified personnel to be interviewed by the City within one (1) week of receiving the request. If the City consents with the proposed, the Consultant's personnel shall be binding to the Consultant and its Sub-consultants.

The City shall evaluate the adequacy (quality and quantity) of the work performed by the Consultant's personnel, and determine whether the deliverables are satisfactory. The City may reject any Consultant's personnel if they do not meet the minimum qualifications. If at any time the level of performance is below expectations, the City may direct the Consultant to immediately remove their personnel from the project specified and request another qualified person be assigned as needed. The substitute personnel shall meet the minimum qualifications required by this Agreement for performance of the work as demonstrated by a resume and copies of current license or certifications submitted by the Consultant. Substitute personnel shall receive prior written approval from City. Invoices with charges for personnel not pre-approved by the City for work on the Agreement and for each task shall not be reimbursable.

The Consultant shall not remove or replace any existing personnel assigned to the project without the prior written consent of the City. The removal or replacement of personnel without the written approval from the City shall be violation of the Agreement and may result in termination of the Agreement.

When assigned consultant personnel are on approved leave and when required by the City, the Consultant Contract Manager shall provide a substitute employee until the assigned employee returns to work from the approved leave. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal, not to exceed the billing rate and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the City. Substitute personnel shall receive prior written approval from the City to work on this Agreement.

Other project personnel not identified on the Consultant's cost proposal, including, but not limited to, field and laboratory technicians, shall also satisfy appropriate minimum qualifications for assigned Task Orders. The City's prior written approval is

required for all personnel not identified on the Consultant's organization chart or the Consultant's cost proposals before providing services under this Agreement.

For all civil related work, the Consultant contract manager and/or project manager shall be a Registered Professional Engineer licensed in the State of California, be in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists at all times during the Agreement period for each project.

For all survey related work, the Consultant contract manager and/or project manager shall be a Licensed Registered Land Surveyor in the State of California, be in good standing with the California State Board for Professional Engineers and Land Surveyors at all times during the duration of this Agreement period for each project.

In addition to other specified responsibilities, the Consultant contract manager shall be responsible for all matters related to the Consultant's personnel, Sub-consultants, Construction Materials Sampling and Testing Services work, and Consultant's and Sub-consultant's operations including, but not limited to, the following:

1. Ensuring that deliverables are clearly defined, acceptance tested and that criteria are specific, measurable, attainable, realistic and time-bound; and that the deliverables satisfy the acceptance tests and criteria.
2. Supervising, reviewing, monitoring, training, and directing the Consultant's and Sub-Consultants' personnel.
3. Assigning qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the City.
4. Administering personnel actions for Consultant personnel and ensuring appropriate actions taken for Sub-consultant personnel.
5. Maintaining and submitting organized project files for record tracking and auditing.
6. Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
7. Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones.
8. Assuring that all applicable safety measures are in place.
9. Providing invoices in a timely manner and providing monthly Agreement expenditures.
10. Reviewing invoices for accuracy and completion before billing to the City.
11. Managing Sub-consultants.
12. Managing overall budget for Agreement and provide report to the City.
13. Monitoring and maintaining required DBE/LBE involvement.
14. Ensuring compliance with the provisions in this Agreement and all specific Task Order requirements.
15. Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and local regulations.
16. Knowledge, experience, and familiarity with prevailing wage issues and requirements in State of California.

17. Provide knowledge, experience, certifications for testers and laboratory, and familiarity Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratory.

18. Experience and capable in the review of the test reports within a reasonable time-frame of the completion of the tests to avoid delay of the field construction operation.

PART C – PROPOSAL CONTENT

The proposal should include the following:

Consultant, please carefully read and submit what has been outlined below only.

Failure to submit any of the information may be grounds for rejection of the SOQ.

Additionally, in accordance with the Merced Municipal, the proposer may not use any City Seal or Logo of the City of Merced within the SOQ. The use of any City Seal or Logo is strictly prohibited and shall be grounds for rejection of the SOQ.

The maximum number of pages in the SOQ shall not exceed 25 (this includes cover letter, brochures, resumes, appendices, etc.) pages and must be single-sided.

1. To assist the City with appraising the general competence and qualifications of the consultant, please provide the listed information in the following sequence:
 - a. Cover letter (include at least one main contact person's name, phone number, and email address through which to send correspondence relating to this RFQ);
 - b. Firm name, address, and phone number;
 - c. Type of organization (sole-proprietorship, partnership, or corporation);
 - d. Firm principal(s) who will be responsible for overall coordination and management of the Agreement, and their educational background, license, credentials, and experience;
 - e. Personnel who may work on projects with their educational, background, license, credentials, and experience on comparable projects;
 - f. Sub-consultants to be used, if any, and their experience in their respective fields. Indicate the tasks to be performed by these sub-consultants;
 - g. List of current staff, including job classification for this contract;
 - h. Firm qualifications;
 - i. Firm organizational chart completed to at least the project manager(s) for this contract;
 - j. List current projects or commitments in your office;
 - k. List in reverse chronological order for the last two years' projects completed or under design for which your firm provided engineering consultant services in the category or categories of services which your firm is proposing to provide, and indicate for each:
 - i. Name of project
 - ii. Project location(s)
 - iii. Brief description
 - iv. Name of owner
 - v. Name of owner's contact person and telephone number
 - vi. Your firm's specific involvement
 - vii. Status of completion



RS&H California, Inc.

369 Pine Street
Suite 610
San Francisco, CA 94501

☎ 415-780-4601
rsandh.com

September 10, 2021

City of Merced
Engineering Division
Attention: Michael Beltran
678 West 18th Street, Second Floor
Merced, CA 95340

RE: Statement of Qualifications for Merced-Yosemite Regional Airport
On-Call Planning, Engineering, and Environmental Consultant Services

Dear Mr. Beltran,

RS&H California, Inc. (RS&H), an employee-owned California corporation, is pleased to present for your consideration our statement of qualifications (SOQ) for On-Call Planning, Engineering, and Environmental Consultant Services at Merced-Yosemite Regional Airport (MCE or Airport). RS&H had the pleasure of working with the City of Merced (City) and Airport staff during our previous five year on-call, and believe we have a strong understanding of your facility and the City's processes and procedures.

We understand that time is of the essence for this work because the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding sunsets in approximately three years. We believe RS&H is uniquely qualified to assist you because our previous work to establish MCE's current Airport Layout Plan, Terminal Needs Assessment, Pavement Management Plan, and Airport Capital Improvement Plan gives us a very sound understanding of the Airport and the "why" behind the capital improvements shown on these documents.

But the advantage to you does not stop with the fact that RS&H requires no learning curve. We are also extremely well qualified to assist you with the CARES grant process through the FAA San Francisco Airports District Office (ADO) having just assisted Stockton Metropolitan with the receipt of the first CARES grant for a development project issued by this ADO. In addition, we offer you a dedicated and experienced team of architects, engineers, environmental specialists, and planners who focus on airport assignments.

We are proud of our record of on-time, within budget, and high-quality projects for MCE in the past. We believe these successes will be continued with you as we establish the same strong working relationships between RS&H, City, and Airport staff. These relationships will be built on trust, performance, communication, and mutual dedication to act in the best interest of the Airport, City, and MCE projects.

Our team includes many of the same staff that worked on past MCE projects supplemented with a much deeper bench of staff than ever before. I will continue to act as the firm principal (Project Officer) for the assignment. Our proposed Project Manager is Phillip Leung, PE, a 15-year aviation engineer with extensive experience in on-call consulting settings. Phil will be supported by Task Leaders who are equally qualified in



RS&H California, Inc.

their specialization. This depth of experience and breadth of expertise will allow the RS&H team to address multiple projects simultaneously with successful results.

The following summarizes a few of RS&H's advantages and benefits provided to the City and Airport.

Aviation Oriented = Qualified Professionals

As full-time, aviation-focused architects, engineers, environmental, and planning specialists, we have highly qualified professionals with the experience to complete work to FAA, State, and local standards, and to do it correctly the first time.

Leading On-Call Provider = Optimum Approach

RS&H is the industry's leading provider of on-call services. We have ongoing contracts with 142 airports to provide on-call services. From this experience, we have developed the optimum approach to providing on-call services that will give the City and MCE highly effective results. The great majority of our on-call airports continue to re-select RS&H as their on-call consultant, a testament to our commitment to provide our clients quality service.

Extensive Experience / Deep Bench = Able to Complete all Tasks

RS&H has completed thousands of architectural, engineering, environmental, and planning assignments at airports throughout the U.S. The key staff in our San Francisco and Los Angeles offices are backed by 1,433 RS&H associates in regional offices throughout the U.S. Not only do we have the depth of staff to take on any assignment, we also have the specialization to offer MCE expertise in nearly any technical area.

As we demonstrated during our five year on-call with MCE (2011 through 2016) and our outstanding record of performance with other similar on-call assignments at airports, the City of Merced and the Airport can rest assured RS&H will deliver the projects anticipated under this contract on time and with exceptional quality. Our expertise, along with committed and responsive key personnel and a proven approach, will deliver results you can count on.

The RS&H Team is exceptionally well qualified to perform the requested services for MCE. We are eager to provide these services and are fully prepared to proceed with the work immediately. Thank you for the opportunity to submit this SOQ.

Sincerely,

Joseph P. Jackson

President

RS&H California, Inc.

1. Staff Organization Chart, Qualifications, and Experience

Our proposed organization and staffing approach is based on RS&H's extensive and successful experience with on-call aviation consulting assignments. Leading this effort will be Project Manager, Phil Leung, PE, who will coordinate all consulting efforts and Project Officer, Joe Jackson, who will advise the City and team on strategic matters such as FAA grants and FAA environmental approvals. Phil and Joe will be supported by a team of architects, engineers, environmental specialists, and planners. As assignments arise under the on-call, we will hand-pick a project team matching the needs of the project with associates best suited to excel for the Airport. We will also follow RS&H's on-call best practices to assure project successes for MCE.

- We select task leaders who are available for the duration of the assignment.
- We match, as necessary, our corporate CADD standards, filing system and work quality standards with the City's standards.
- We establish and maintain a central file system for all correspondence, documents, drawing, calculations, computer data, and analyses.
- We continuously monitor the progress and quality of all projects to immediately identify and address potential problems.
- We establish an internal Quality Control Group comprised of senior personnel to review all submittals before presentation to Airport staff.
- We use state-of-the-art processes and technology.
- We collaborate with the FAA to keep them abreast to all facets of the project.
- We work jointly with City and Airport staff to assure all are an integral part of the team.

1.1 RS&H Organizational Chart *(see following page)*

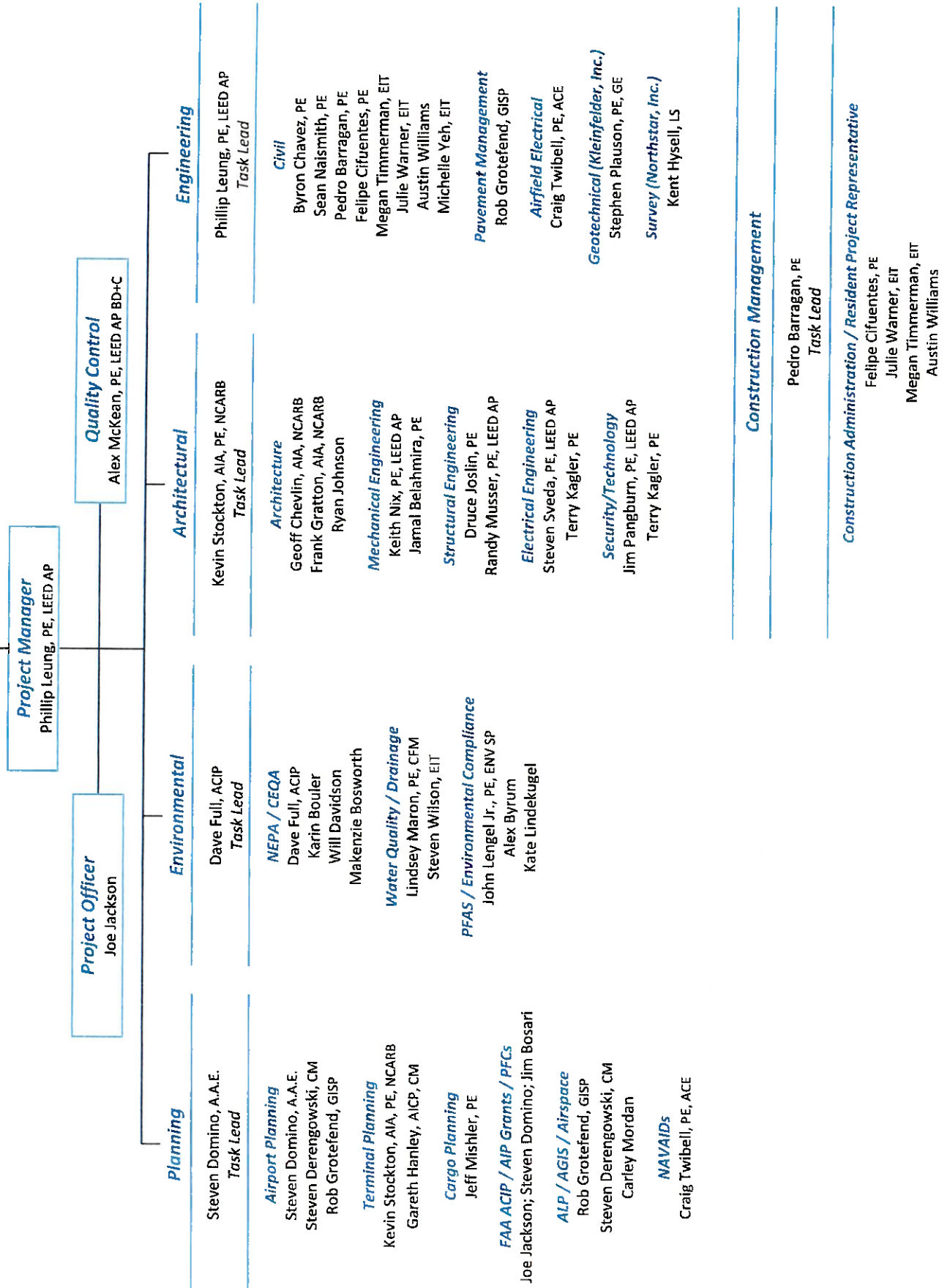
RS&H has assembled a highly qualified and experienced team of associates who are available to start work immediately. Given that the City may undertake multiple projects at the Airport in response to the funding opportunities afforded by the CARES Act, the RS&H Team includes Task Leads specializing in architecture, engineering, environmental, and planning projects. This offers the City the best combination of professional excellence and technical specialization. RS&H staff availability exceeds the staff identified on the following organization chart. The depth of personnel within RS&H's more than 250 full-time aviation staff, as well as the full capability of RS&H's 1,433 associates, will ensure each project is completed on-time, within budget, and according to scope. All of our personnel shown on the staff organizational chart have worked together on previous similar projects, have appropriate experience to undertake the work, and have the capability to perform the volume and quality of work needed by the Airport.

1.2. Firm Principals and Personnel *(resumes follow organizational chart)*

Detailed resumes and credentials for key personnel are provided following the organizational chart. All staff have availability to undertake this on-call consulting assignment. Our current backlog, while busy, is such that any staff member can be assigned 100% of the time needed to achieve a successful outcome for MCE's projects.

City of Merced, Engineering Division

1.1 Organizational Chart





Phillip Leung PE, LEED AP

Project Manager / Engineering Task Lead

Phil Leung serves as an engineer in the Western Region of RS&H's Aviation Practice. He has more than 15 years of experience working exclusively on aviation engineering projects throughout the U.S. and internationally. Phillip has provided project management and engineering services for a variety of projects, serving as a Lead Project Civil Engineer and Project Manager. His responsibilities have included design, bidding, and construction phase services.

CREDENTIALS

- ✓ Total Years of Experience: 15
- ✓ Master of Science, Civil Engineering
- ✓ Bachelor of Science, Civil Engineering and Environmental Engineering
- ✓ Civil Engineer: California (No. 89959), 2019, plus 3 other states
- ✓ LEED Accredited Professional, U.S. Green Building Council

Phil has proven experience in his proposed role for the MCE on-call consulting assignment. His work in this role for Stockton Metropolitan Airport for the past four-years has honed his client and team coordination skills, given him valuable experience advancing FAA grant-funded projects through the San Francisco ADO, and firsthand experience with many of the contractors active in the central valley. He is a high performing professional that will be invaluable to the City and Airport. We encourage you to contact Mr. Russ Stark, Airport Director, Stockton Metropolitan Airport to confirm Phil's performance.

Phil's Experience on Comparable Projects:

- **Taxiway B Extension to Runway 29R End Design and Construction Services, Stockton Metropolitan Airport, Stockton, California – Civil Engineer.** Reconstruction of the existing Taxiway B2 connector and construction of a new 600-foot extension of Taxiway B and new Taxiway B3 connector to Runway 11L-29R. The design included phasing to close the runway nightly and to reopen it daily without interrupting scheduled operations on the runway. Duties included development of construction documents and construction phase services.
- **General Aviation Apron Rehabilitation Design and Construction Services, Stockton Metropolitan Airport, Stockton, California – Civil Engineer.** Rehabilitation of 175,000 square feet of general aviation apron. Construction included new drainage structures, subgrade stabilization, new aggregate base material and asphalt concrete pavement, pavement markings, and aircraft tie downs. Duties included construction documents and construction phase services.
- **Taxiway D Rehabilitation Design and Construction Services, Stockton Metropolitan Airport, Stockton, California – Project Manager.** Rehabilitation of rapidly deteriorating pavement on the Airport's sole access taxiways to the cargo apron area. The project included a geotechnical investigation, site investigations, and analysis of existing data to determine the cause of the pavement failure and to provide a design solution. The design includes the installation of subdrains and a mill and overlay to extend the life of the existing pavement. Duties included project management and construction phase services.
- **Widen Cargo Apron Design, Stockton Metropolitan Airport, Stockton, California – Project Manager.** 28,000-square-yard PCC cargo apron extension. The project includes permitting, LID drainage improvements, airfield electrical design, high mast lights, landside access design, and planning/coordination for future development. Duties included project management.
- **New Terminal Construction Administration Services, San Luis Obispo County Regional Airport, San Luis Obispo, California – Civil Engineer.** Construction of a new approximately 55,000-square-foot passenger terminal building. Duties included construction support and inspection services including gate parking position and jet bridge layout.



Joe Jackson

Project Officer

Joe's 37-year aviation consulting career includes extensive experience in nearly every area of airport facilities consulting. His experience includes airport terminal projects, airfield projects, airport planning and Capital Improvement Plan (CIP) programming, airport finance and business issues, airline/airport CIP coordination, environmental planning, FAA and state grant coordination, and air service analysis. His clients include airports ranging in size from the largest airports in the world to general aviation fields as well as many major airlines.

CREDENTIALS

- ✓ Total Years of Experience: 37
- ✓ Master of Business Administration
- ✓ Bachelor of Arts, Music
- ✓ OSHA 10 Hour Safety Training
- ✓ American Association of Airport Executives

Joe is one of the industry's most experienced Project Officers for aviation on-call consulting assignments. He and Phil Leung (our proposed Project Manager) have worked together on multiple on-call assignments and have a strong, friendly, and effective working relationship. He emphasizes teamwork, client communication, and an absolute commitment to advancing FAA grant-funded projects through the FAA. He has a high-level strategic vision for capital development that will advance the City's goals and vision for MCE. We encourage you to contact Mr. Russ Stark, Airport Director, Stockton Metropolitan Airport to confirm Joe's performance.

Joe's Experience on Comparable Projects:

- **Airport Layout Plan Update, Narrative Report, and Aeronautical Survey, Stockton Metropolitan Airport, Stockton, California – Project Officer.** This ALP project includes an update with full aeronautical survey and a narrative report to describe and justify all future projects at the Airport. Provided executive oversight of project to assure client satisfaction and proper execution of RS&H's quality assurance plan. Assisted airport staff in developing the strategic vision for the airport and in acquisition of FAA grants for the project.
- **Taxiway B Extension to Runway 29R End and Documented Categorical Exclusion, Stockton Metropolitan Airport, Stockton, California – Project Officer.** Reconstruction of the existing Taxiway B2 connector and construction of a new 600-foot extension of Taxiway B and new Taxiway B3 connector to Runway 11L-29R. Work also included the demolition of the top four feet of the Runway 29R blast wall. Provided executive oversight of project to assure client satisfaction and proper execution of RS&H's quality assurance plan. Assisted airport in acquisition of FAA grants for the project.
- **Terminal Apron Extension Design and Documented Categorical Exclusion, Stockton Metropolitan Airport, Stockton, California – Project Officer.** Construction of new full strength asphalt pavement extension to the existing commercial aircraft apron. The work included taxiway edge lights, guide signs, and new storm drainage. The aircraft apron extension supports two additional commercial aircraft. Provided executive oversight of project to assure client satisfaction and proper execution of RS&H's quality assurance plan. Assisted airport in acquisition of FAA grants for the project.
- **Terminal Area Plan, San Luis Obispo County Regional Airport, San Luis Obispo, California – Project Officer.** This project includes a new approximately 55,000-square-foot passenger terminal building completed to the client's satisfaction. A unique feature of this terminal design is an open-air courtyard connecting the landside and airside portions of the terminal building. This affords a unique outdoor transition for all passengers in a very mild climate. Assisted airport in acquisition of FAA grants for the project.



Alex McKean PE, LEED AP

Quality Control

Alex brings 20 years of experience in airport engineering, including design, rehabilitation, construction administration, and construction observation. His experience encompasses airport engineering, planning, environmental, terminal, and landside projects. He possesses an in-depth knowledge of FAA Advisory Circulars for airport geometric design, structural pavement design, grading and drainage design, airfield lighting layout, pavement marking layout, technical specification development, contract document development, and cost estimation. In addition, Alex has experience in construction management of airfield projects, including bidding/procurement, construction administration, resident project representation, and project closeout. He has performed these services for clients ranging from general aviation to large-hub commercial airports.

CREDENTIALS

- ✓ Total Years of Experience: 20
- ✓ Bachelor of Arts; Civil Engineering
- ✓ Registered Civil Engineer, California (#74213, 2009)
- ✓ Airports Consultant Council (ACC)-Engineering Committee, Member

Alex provides a very important ingredient for a successful project – a fresh set of eyes to independently review the quality of the work. His experience designing and overseeing the construction of dozens of major airport projects guides his quality control efforts. This practical experience allows him to anticipate and eliminate document details that might cause issues when the project is bid and goes into construction. Phil and Alex frequently collaborate on projects and have a very effective working relationship that will benefit MCE's projects.

Alex's Experience on Comparable Projects:

- Taxiway A Rehabilitation Phase I, II, and III, Eugene Airport, Eugene, Oregon – Quality Control. Project manager for a parallel taxiway rehabilitation and reconstruction project that includes construction of new 30-foot wide shoulders to bring the taxiway current TDG 5 standards for the entire length of the main parallel taxiway, new taxiway edge lights, signage, geometry analysis and pavement design.
- Concourse B West End Tube Gates Design Revisions, Procurement, and Construction Phase Services, Denver International Airport, Denver, Colorado – Quality Control. RS&H provided design revisions, procurement, and construction administration services for an apron expansion for two new aircraft parking positions at Gates B13 and B14. The project included new full-strength concrete pavement, high-mast lighting, Emergency Fuel Shut Off (EFSO) push stations, three new jet fuel pits, modifications to the glycol loading system on the ramp, EFSO duct bank, power cable improvements, extension of the trench drain, and other drainage improvements.
- Pavement Analysis & Rehabilitation; Alpena County Regional Airport; Alpena, MI – Quality Control. RS&H completed a pavement rehabilitation on Taxiways A, C, E, F, and G. Rehabilitation included concrete spall repairs, concrete pavement replacement, bituminous milling and overlay, and pavement markings. Alex was responsible for quality control review of project deliverables.
- Runway 4L-22R and Associated Taxiways Reconstruction; Detroit Metropolitan Wayne County Airport; Detroit, MI – Quality Control. RS&H was selected to provide planning, preliminary engineering, NEPA documentation, final design, construction management services for the reconstruction of 10,000 foot long Runway 4L-22R. Alex performed quality control reviews of the project deliverables.



Steven Domino A.A.E.

Planning Task Lead

Steve is an Accredited Airport Executive (A.A.E.) having 44 years of airport planning experience; including 30 years at Salt Lake City International Airport where he served as Director of Planning and Capital Programming. Steve specializes in project implementation by transforming development concepts into constructed facilities. He has managed all aspects of program implementation including: concept formulation, project validation, refining project details, determining project scopes and justifications, preparing project definition documents, managing airport CIP, managing consultant work efforts, nurturing consensus support from airport stakeholders, program management, preparing implementation phasing plans, and controlling project schedules and budgets. Mr. Domino has planned, programmed, and coordinated over \$2 billion in terminal, landside, and airfield improvements at airports ranging in size from small general aviation facilities to complex large-hub airports.

Steve will support the MCE team by leading planning efforts at the Airport. He is well equipped to support the City's effort to advance FAA grants through the San Francisco ADO, a role he is playing for several California airports.

CREDENTIALS

- ✓ Total Years of Experience: 44
- ✓ Bachelor of Science, Geography
- ✓ Bachelor of Science, Political Science
- ✓ Accredited Airport Executive



Dave Full AICP

Environmental Task Lead and NEPA/CEQA

Dave Full is an industry leader in aviation environmental issues and has prepared federal Environmental Impact Statements, Environmental Assessments, and Documented Categorical Exclusions, as well as CEQA environmental documents, for a variety of major air carrier and general aviation airports throughout the U.S. He has also prepared more than 200 environmental documents for runway extensions, taxiway improvements, new air passenger terminals, air traffic control towers, access roadway improvements, consolidated rental car facilities, hangars, Aircraft Rescue and Fire Fighting facilities, and other landslide and airfield improvements.

Dave will serve as Environmental Task Lead on environmental projects and NEPA/CEQA efforts. He has extensive experience with the San Francisco ADO and has successfully achieved ADO approval of countless Categorical Exclusions and Environmental Assessments by FAA personnel in that ADO and the FAA Western Region.

CREDENTIALS

- ✓ Total Years of Experience: 36
- ✓ Master of Urban Planning, Urban Planning
- ✓ Bachelor of Arts, Urban Planning
- ✓ American Institute of Certified Planners (No. 008828), 1991
- ✓ Airport Cooperative Research Program
- ✓ Airports Council International - North America
- ✓ International Association of Airport Executives
- ✓ National Association of Environmental Professionals



Kevin Stockton AIA, PE, NCARB

Architectural Task Lead

Kevin Stockton is both a registered architect and licensed civil/structural engineer, and he has operated in roles such as project architect, project manager, terminal area planner, design engineer, and construction administrator. His responsibilities include project management, terminal planning, aviation-related programming and building design, client presentations, design coordination, construction document development, and coordination with multiple disciplines, contractors, and regulatory agencies. His aviation endeavors consist of new terminal buildings, terminal additions and renovations, Aircraft Rescue and Fire Fighting facilities, and passenger boarding bridges.

As Architectural Task Lead, Kevin will lead all buildings related projects at MCE. As a practicing aviation professional with both architectural and civil/structural engineering credentials, he is uniquely suited to assist the Airport with the terminal project and can easily lead the architectural aspects of the work while fully understanding the landside and airside civil effort necessary for a successful project.

CREDENTIALS
✓ Total Years of Experience:31
✓ Master of Architecture
✓ Master of Science, Civil Engineering
✓ Bachelor of Science, Civil Engineering
✓ Professional Engineer: Colorado (No. PE.0029341), 1993
✓ National Council of Architectural Registration Boards (No. 75368), 2013
✓ American Institute of Architects



Pedro Barragan PE

Construction Management Task Lead

Pedro serves as an Aviation Engineer in the Western Region of RS&H's Aviation Practice. He has 11 years of experience working on both the design and construction phases of airfield projects. Mr. Barragan has a strong background in airport operation, construction management, phasing, constructability reviews, cost estimating, construction safety and phasing plan reports, scheduling, construction coordination, pavement inspection, and working on civil projects and vertical structures. Prior to joining RS&H, Pedro was on the engineering staff of Hollywood-Burbank Airport.

Pedro brings a valuable perspective to the construction management role for airport clients as a former airport employee and a licensed civil engineer now in consulting practice. He is very familiar with civil contractors in the central valley having managed many airfield civil projects at Stockton Metropolitan Airport.

CREDENTIALS
✓ Total Years of Experience: 11
✓ Bachelor of Science, Civil Engineering
✓ Civil Engineer: California (No. 90531), 2019

1.3 List of Current Staff

In addition to the resumes for the Firm Principles and Task Leaders on the previous pages, the following table summarizes the qualifications and experience for all associates shown on the RS&H Organizational Chart. The table shows the education, background, license, credentials, proposed role for the MCE on-

call assignment, and experience on projects comparable to those listed in the RFQ. This depth of experienced and qualified staff assures the City that all projects will have sufficient resources for success, and that RS&H can accomplish multiple projects at the same time.

Qualifications and Experience Summary for all RS&H Staff on Organizational Chart

NAME	Experience (Years)	Education	Role	Terminal	Landside Civil	Aprons	Taxiways	Runways	PMMP	ALP, IFE	NEPA, CEQA	FAA Standards	FAA SF ADO
Phillip Leung, PE, LEED AP	15	BS, MS	PM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Joe Jackson	37	BA, MBA	Officer	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Alex McKean, PE, LEED AP	20	AA, BS	QC	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Steven Domino, A.A.E.	44	BS	Plan	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Steven Derengowski, CM	7	BS	Plan	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Rob Grotefend, GISP	16	BS, MS	Plan, CE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Kevin Stockton, AIA, PE, NCARB	31	BS, MS, MA	Plan, Arch	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Gareth Hanley, AICP, CM	9	BS, MA	Plan	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Jeff Mishler, PE	38	BS	Plan	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Craig Twibell, PE	22	BS	Plan, EE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Dave Full, ACIP	28	BA, MA	Env	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Karin Bouler	14	BA	Env	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Will Davidson	4	BS	Env	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Makenzie Bosworth	2	BA	Env	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Lindsey Maron, PE	11	BS, MS	Env, CE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Steven Wilson, EIT	7	BS, MS	Env, CE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
John Lengel Jr., PE, ENV SP	30	BS	Env, CE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Alex Byrum	20	BS	Env	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Kate Lindekugel	18	BS, MS	Env	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Geoff Chevin, AIA, NCARB	30	BA	Arch	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Frank Gratton, AIA, NCARB	42	BA	Arch	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ryan Johnson	3	BS, MA	Arch	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Keith Nix, PE	25	BS	ME	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Jamal Belahmira, PE	14	BS	ME	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Druce Joslin, PE	18	BS	Arch, SE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Randy Musser, PE	42	BS	Arch, SE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Steven Sveda, PE	44	BS, MBA	Arch, EE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Terry Kagler, PE	12	BS, MS	Arch, EE	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Jim Pangburn, PE	29	BS	Arch, EE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Byron Chavez, PE	14	BS	CE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Sean Naismith, PE	15	BS	CE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Pedro Barragan, PE	11	BS	CE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Felipe Cifuentes, PE	9	BS	CE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Megan Timmerman, PE	5	BS	CE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Julie Warner, PE	4	BS	CE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Austin Williams	2	BS	CE		✓	✓	✓	✓	✓			✓	✓
Michelle Yeh, EIT	1	BS	CE			✓	✓	✓	✓			✓	

2. Subconsultants

RS&H is pleased to continue our relationships with Kleinfelder, Inc. and Northstar, Inc. for this assignment. Additional subconsultants, including DBEs and LBEs, will be added in coordination with the City as the need arises.

Kleinfelder, Inc. (Geotechnical Engineering)

For over 50 years Kleinfelder has successfully provided geotechnical engineering services through numerous Master Services Agreements and on-call contracts with various Central Valley counties and municipalities. Their staff's knowledge of local soil and geological conditions, regulatory requirements, and established relationships with regulatory agencies will minimize potential delays resulting from the regulatory review process.

On-call assignments typically require quick mobilization and tight project deadlines. The majority of Kleinfelder's services for this contract will be performed out of their Merced office, located within four miles of MCE and most of their field personnel live within 20 to 30-minutes of MCE, making on-call weekend and evening assignments easily manageable.

Kleinfelder has provided geotechnical engineering, materials testing, and inspection services for numerous projects at MCE. They've also provided these services for several airports in the Central Valley including Mariposa, Turlock, Modesto, Bakersfield, Oakdale, and Stockton. Kleinfelder is a frequent RS&H teaming partner.

References:

City of Merced, 678 West 18th St., Merced, CA 95340
Michael Beltran II, PE; City Engineer | 209-385-6898

Fresno County Department of Public Works and Planning, 2220 Tulare St., Fresno, CA 93721
Mohammad Alimi; Division Manager | 559-600-4505

Madera County Public Works Department, 200 W 4th St., Ste. 3100, Madera, CA 95637
Craig Wagner; Supervising Civil Engineer | 559-675-7811

Northstar, Inc. (Surveying)

NorthStar has provided professional land surveying services since its inception. Founded on the principals of integrity, responsiveness, and technical excellence, they enjoy an excellent reputation and a growing client portfolio. Their experienced field (six two-person field crews) and office staff manage a full range of projects and are consistently prepared for heavy workloads and critical deadlines. The majority of their services for this contract will be performed out of their Modesto office.

Northstar has provided land surveying services for several airports in the Central Valley including Modesto, Tuolumne, and Stockton in conjunction with RS&H. Northstar and RS&H are frequent teammates.

References:

City of Modesto, 617 Airport Way, Modesto, CA 95354
Gabe DaSilva; Airport Manager | 209-577-5318

Stockton Metropolitan Airport, 5000 S Airport Way, Stockton, CA 95206
Russell Stark; Airport Director | 209-468-4409

Stanislaus County, 1716 Morgan Rd., Modesto, CA 95358
Chris Brady; Deputy Director of Public Works | 209-525-4184

3. RS&H Understanding, Qualifications, and Experience

3.1 RS&H Understanding

MCE is an important economic asset to the City of Merced and the region. We estimate that the Airport directly and indirectly generates more than 140 local jobs, \$8.3 million in labor income, and \$39.1 million in total economic output. Moreover, it is an important asset within the region by providing both commercial service (Boutique Air) and general aviation access to the national air transportation system. Successful Airport development is of utmost importance to maintain MCE's important role in the city and region, particularly considering the level of funding available under the CARES Act. Supporting the Airport's development is RS&H's top priority for the MCE On-Call Planning, Engineering, and Environmental Consultant assignment.

Under the previous five year on-call contract RS&H had with the City (from June 2011 to June 2016), we assisted the City with the execution of all Airport-related architectural, engineering, environmental, and planning projects. Together, the City and RS&H achieved many successes including the current Airport Layout Plan, Terminal Needs Assessment, Pavement Management Plan, and Airport Capital Improvement Plan. This gives us a very sound understanding of the Airport and the "why" behind the capital improvements shown on these documents.

3.2 RS&H Qualifications and Experience

As a full-service architectural, engineering, environmental, and planning services firm, RS&H assists aviation clients regardless of the size, location, or nature of the project. As shown in the graphic below, RS&H has current on-call aviation consulting contracts with 142 airports, making us a leader in on-call assignments and allowing us to offer many value-added services to our clients. Through this experience, we have gained an understanding of what airports value in a professional aviation consultant - the ability to serve as a trusted advisor to airport staff.

RS&H's extensive on-call experience includes many projects at airports similar to MCE, including experience on the services expected under this on-call contract. RS&H's Aviation Practice is organized around the needs of its aviation clients, with services MCE is expecting under this RFQ featured in bold text below and summarized on the following table.



» **Airport Architectural Consulting: 533 projects** – Terminals, hangars, pilot facilities, access controls, energy services, and construction phase services

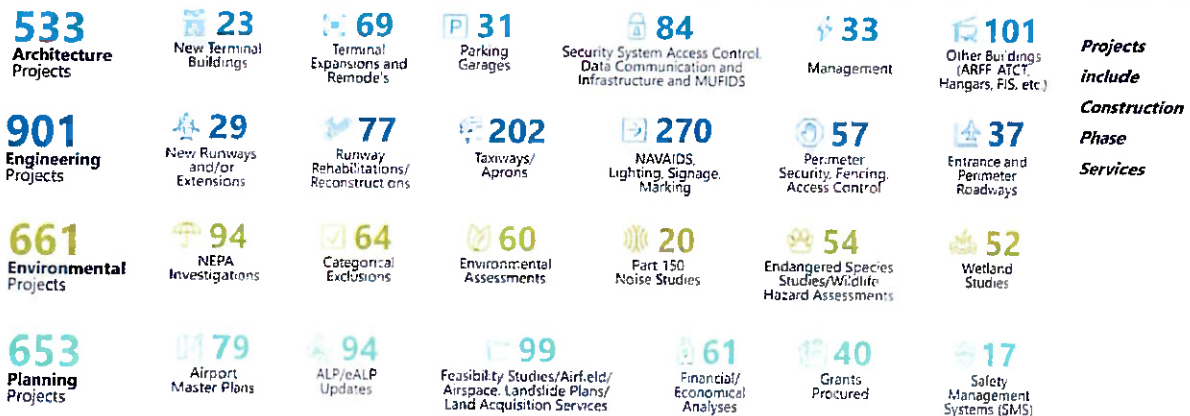
» **Airport Engineering Consulting: 901 Projects** – Runways, taxilanes, taxiways, aprons, airfield electrical, security fencing and access controls, signage, navigational aids, access roads and parking facilities, drainage, pavement management plans, safety management system program implementation, and construction phase services

» **Airport Environmental Consulting: 661 Projects** – Environmental studies, CEQA and NEPA documentation, noise and land-use studies, and permitting

» **Airport Planning Consulting: 653 Projects** – Master plans, ALPs, FAA grant applications, CARES Act grant applications, FAA Airport Improvement Program (AIP) assistance, financial analysis, terminal planning, AGIS surveys, aerial photography, Navigational Aids planning, security planning, safety management systems, and site studies

RS&H AVIATION PROJECT EXPERIENCE

142 Current On-Call Contracts



This extensive experience demonstrates RS&H's ability to successfully coordinate and prepare projects for MCE. Further, the volume and magnitude of work undertaken validates RS&H's knowledge of federal requirements, FAA design criteria, FAA airport improvement grant processes, and FAA and state planning and environmental criteria. A closer look at RS&H experience shows that RS&H has recent and relevant experience with the types of projects anticipated at MCE during the term of this Contract.

While the RS&H Team has unrivaled aviation experience and qualifications, the true differentiator is the trust that RS&H earns with its clients through our performance. We continue to build on our trusting relationship with our clients through our work that extends beyond specific project assignments. We frequently address day-to-day questions and provide ideas and concepts for airport use. Examples of our almost immediate response to a client include assistance with large cargo aircraft parking plans in response to a tenant's pressing demands, or the preparation of a one-time aircraft parking plan to accommodate an influx of business jets associated with the funeral of a prominent local businessman.

Not only does RS&H have outstanding experience and expertise in airport development, environmental, and planning projects, we provide consistently high-quality service. The quality of our services is one of many reasons our clients trust RS&H. To ensure we meet the highest level of quality standards, RS&H implements an extensive four step Quality Management Program consisting of Plan, Do, Check, Act (PDCA). This PDCA method requires participants to establish project objectives and resources prior to beginning work (Plan), implement what was planned (Do), monitor results (Check), and finally, refine the product as necessary to remove/reduce issues identified in any previous step (Act). The PDCA method is ingrained in each RS&H Team member and results in consistent and quality



project delivery. The results of the Quality Management Program can best be understood through construction change orders. Over the past five years, RS&H airfield projects have averaged only three percent in change orders. The majority of the change order costs are from additional scope increases as requested by Airport Sponsors. Even more, this change order percentage is far less than one-half of the industry average.

Review of recent projects executed at SCK, LAX, and BUR by the same RS&H staff proposed to provide services to MCE shows outstanding fiscal performance as all projects were completed within or under budget. Examples are shown at right.

Project	Estimated Construction	Final Construction
Stockton Metropolitan Airport Taxiway B Extension to Runway 29R End	\$4.2M	\$4.1M
Los Angeles International Airport Runway 25R Reconstruction Project	\$43.0M	\$39.1M
Los Angeles International Airport Taxiway C-14 Project	\$88.4M	\$76.6M
Hollywood-Burbank Airport Runway 8-26 and 15-33 Reconstruction	\$19.0M	\$17.9M

RS&H also has extensive project experience in the areas listed in the City's RFQ. A sampling of this experience by airport is shown on the table below.

AIRPORT NAME	On-Call Consultant	Terminal Improvements	Runway/Taxiway/Apron Work	Airfield Electrical/NAVAIDS	Fencing/Roads/Parking	Hangars	Drainage	Access Control	CSPP and SMS	PCI/PMMP	Construction Phase Services	Airport Planning	FAA AIP Grants/PCFs/Financial	Master Plans/AIPs/AGIS	Terminal/Facility/Site Plans	Airport Environmental
Stockton Metropolitan	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Los Angeles Intl.	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓		✓	✓	✓
San Luis Obispo Co. Regional	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ontario Intl.	✓		✓	✓			✓		✓	✓	✓				✓	✓
Hollywood Burbank		✓	✓	✓			✓		✓		✓	✓			✓	✓
Palm Springs Intl.	✓	✓	✓		✓		✓	✓	✓		✓					✓
Alpena Co. Regional	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓
Amarillo Rick Husband Intl.	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Austin-Bergstrom Intl.	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Boise	✓	✓	✓	✓	✓		✓		✓		✓	✓	✓		✓	✓
Colorado Springs	✓		✓	✓	✓	✓	✓		✓		✓	✓	✓	✓	✓	
Columbus Regional Airport Auth.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓
Detroit Metro. Wayne County	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓	✓	✓	✓
Duluth Intl.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Eugene/Mahlon Sweet Field	✓	✓	✓		✓		✓	✓	✓		✓	✓		✓	✓	✓
Flint Bishop Intl.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Freeland MBS Intl.	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Harlingen Valley Intl.	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓		✓	✓
Hibbing Range Regional	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓
Lafayette Regional	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Lansing Capital Region Intl.	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Sioux Gateway	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Toledo Express	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

The following section includes a few examples of airports where RS&H has undertaken project assignments like those anticipated at MCE. We take pride in our long-standing client relationships stemming from a commitment to provide quality work on every project and being able to fulfill an airport's facility development needs easily, quickly, and in a coordinated fashion. We are also proud of the fact that many of these long-standing relationships span decades, and we have a full understanding of the importance the City of Merced places on these relationships.

STOCKTON METROPOLITAN AIRPORT – ON-CALL CONSULTING SERVICES



Key Facts

- ✓ The SCK On-Call is an example of the effectiveness of RS&H's full-service approach to meeting airport client needs.
- ✓ RS&H was reselected as SCK's only consultant reflective of the Airport's satisfaction with our services
- ✓ RS&H works closely with local FAA staff to advance grants, project approvals, and environmental documentation.

The County of San Joaquin retained RS&H in April 2015 and reselected RS&H in April 2020 as its on-call full-service airport consultant. RS&H has worked alongside County staff to complete 41 architectural, engineering, environmental, planning, and construction projects. Select projects applicable to MCE are summarized in the following.

ALP Update and Narrative Report – Together the Airport and RS&H achieved tremendous success, starting with the pivotal ALP and Narrative Report project in 2015 that addressed FAA safety and standards concerns, freeing the flow of FAA grant funding in the following years. The effort included a strategic long-term planning effort to identify future projects in coordination with the FAA, including provision of new cargo facilities in response to the emerging cargo market. The project also included a comprehensive aeronautical survey resulting in submittal of an AGIS survey and aerial photography.

Airport Capital Improvement Program (ACIP) / AIP Grant / PFC Support Services – RS&H supported County staff with the preparation of the ACIP strategy, AIP grant, and PFC application to secure necessary funding for future airport development projects. With a long history of working with the FAA San Francisco ADO and other FAA Lines of Business, RS&H assisted County staff in developing justifiable project descriptions, monitoring the progress of project funding, and preparing cost estimates for future airport development needs. In August 2021, the Airport received the first CARES Act project grant ever issued by the San Francisco ADO, reflective of the effectiveness of RS&H's support in this area.

Taxiway B Extension to Runway 29R and Special Approach Category II Upgrade – In 2001, Runway 11L-29R was extended by 1,000 feet to provide additional take-off length. Because the design did not include a corresponding taxiway extension, more demanding aircraft would back-taxi on the extension. The FAA determined this practice to be unacceptable as activity increased and greater numbers of large

aircraft were back-taxiing on the active runway. Under the 2015 Airport Full-Service Consultant Contract, RS&H worked with the FAA and Airport staff to develop the Taxiway B Extension project from the early planning stages to funding, environmental, engineering, bidding, construction management, and through to construction completion in 2019. The taxiway project gives aircraft direct access to the runway end, eliminating the need for time-consuming and potentially hazardous back-taxi operations. Resolving this condition was a top priority for the FAA and its resolution has significantly improved SCK's standing with the FAA.

RS&H assisted the Airport in upgrading the instrument approach to Runway 29R to an Instrument Landing System (ILS) Special Approach Category II during the Taxiway B Extension design and construction. In response to a tenant's acute need to achieve the upgrade in an expedited manner, RS&H guided the Airport through the very difficult FAA coordination effort, assisted with the design of select components of the overall effort, and coordinated closely with FAA led projects to replace the Runway 29R Medium Intensity Approach Light System and to replace the ILS glide slope equipment. RS&H led projects to relocate the Runway 29R Precision Approach Path Indicator (PAPI), replace the Runway Distance Remaining (RDR) signs, and establish the Special Approach Category II for Runway 29R. The Airport was awarded *Airport Project of the Year Award* for the TW B Extension/ILS Special Approach CAT II Upgrades project.

Terminal Assessment Study – RS&H has completed a needs assessment of the current terminal building to identify future terminal area requirements to meet anticipated demands and to develop predesign concepts to support follow-on phases of work. RS&H prepared several concepts showing potential terminal options along with a financial analysis leading to selection of a preferred alternative.

Rehabilitate General Aviation Apron – RS&H performed engineering, bidding, and is starting construction phase services to rehabilitate the GA apron serving a large hangar area at SCK. Over 50,000 square yards of apron will be reconstructed by replacing asphalt pavement, installing underdrains, additional drainage structures, and upgrading fire and hangar service lines. This project is funded by the first CARES Act project grant issued by the San Francisco ADO.

Taxiway D Rehabilitation – RS&H performed engineering, bidding, and construction phase service for the rehabilitation of rapidly deteriorating pavement on the Airport's sole access taxiways to the cargo apron area. The project included a geotechnical investigation, site investigations, and analysis of existing data to determine the cause of the pavement failure and to provide a design solution. The design includes the installation of subdrains and a mill and overlay to extend the life of the existing pavement.

RS&H also completed the following projects at SCK.

- Aircraft Parking Layouts
- Terminal Improvement Design
- CBP Concept Study
- Terminal Apron Ext. Design/Construction Phase Services
- Runway/Taxiway Crack Sealing Design/Construction Phase Services
- Terminal Security Upgrades
- Security/Perimeter Fence Design/Construction Phase Services
- Widen Cargo Apron Design
- Cargo North Pad Design
- Environmental NEPA Documentation
- ALP Pen and Ink Updates
- Pavement Maintenance Management Plan
- Many other similar projects

SAN LUIS OBISPO COUNTY REGIONAL AIRPORT – ON-CALL CONSULTANT



KEY FACTS

- ✓ On-call contract used to achieve highly successful new terminal project and included environmental services
- ✓ Achieved more than 87% of total project funding from FAA grants and PFCs
- ✓ Reselected for environmental and planning on-call

The County of San Luis Obispo selected RS&H in 2011 as the on-call full-service consultant for San Luis Obispo County Regional Airport and Oceano Airport. RS&H provided on-call environmental, planning, architectural, engineering, and construction phase services for five years through 2016. RS&H was re-selected as the general consultant for environmental and planning in 2018. RS&H has provided a wide variety of services under its contracts including a Master Plan Update, Drainage Master Plan, and several NEPA and CEQA documents, with the new passenger terminal project being the most visible and positively impactful to the Airport and community.

New Passenger Terminal – RS&H provided planning, design, and construction phase services for a new terminal at SBP. The project included the 57,651-square-foot terminal building, sidewalks, apron infill, rental car ready return lot, and public parking lot improvements. The new terminal replaced the existing undersized and outdated terminal. The building features state of the art lighting and controls, a unique open-air courtyard connecting the landside and airside portions of the terminal building, and glass-sided passenger boarding bridges. The building's energy performance is in accordance with local building code and CA Title 24 and performs to LEED Gold standards.

The ticketing lobby, building mechanical/electrical rooms, outbound bag system, and administrative offices are housed in the right wing of the main building. The central hall of the main building accommodates a small waiting lobby, TSA checkpoint, and exit lane. The left wing of the landside building includes the bag claim lobby, public rooms, mothers' room, TSA offices, rental car offices, and building mechanical/electrical rooms. Immediately behind the central hall/TSA checkpoint is an open-air walkway connecting to the airside building. A pet relief area is provided in this outdoor space. The 11,000-square-foot airside building can accommodate six aircraft (two with passenger boarding bridges and four ground loaded) and includes holding areas, public restrooms, mothers' rooms, concessions, and building mechanical/electrical rooms.

RS&H is eager to use our experience and proven performance to help the County achieve its terminal development goals. As a member of the MCE team, we will be there with seasoned experts to guide the Airport through its upcoming Modernize and Expand Terminal Building program.

HOLLYWOOD BURBANK AIRPORT – RUNWAY RECONSTRUCTION



KEY FACTS

- ✓ The same RS&H staff who are proposed to serve MCE under the upcoming on-call contract, developed an innovative phasing technique that allowed both runways to be reconstructed during off hours with minimal disruption to normal operations

The Burbank Glendale Pasadena Airport Authority (BGPA) determined both active runways, Runway 8-26 and Runway 15-33, required reconstruction.

BGPAA selected RS&H to perform a pavement investigation, repair alternative analysis, and to design the reconstruction of each runway under two separate construction contracts. The RS&H Team performed a pavement investigation to determine the most effective repair alternative. Construction alternatives that allowed both runways to be opened every day were presented to BGPAA.

The preferred solution resulted in a final product that had limited cold joints in the runway pavement and no joints in the pavement section penetrated the full depth of the pavement. This solution was developed to improve the longevity of the runway pavement. All work was completed without interruption to normal airport operations or airline schedules.

LOS ANGELES WORLD AIRPORTS — ON-CALL CONSULTING SERVICES



KEY FACTS

- ✓ Reselection by LAWA multiple times indicates the quality of RS&H's services
- ✓ RS&H staff proposed for MCE have crossed-trained on extremely complex LAWA projects and will bring a very high level of expertise to all MCE projects

RS&H was selected in 2012, 2015, and 2018 to provide on-call planning and engineering professional services to Los Angeles World Airports, who oversees Los Angeles International Airport and Van Nuys Airport. The multiple re-selections indicate RS&H's outstanding capabilities, resources, and performance.

RS&H provided design and construction phase services for rehabilitations of Runway 25L and Runway 25R, new Crossfield Taxiway P, Taxiway D Extension, Taxiway Emergency repairs, a number of landside engineering projects, and over 40 planning projects.

3.3 Current Projects or Commitments

The following table shows RS&H current projects and commitments in the offices that will primarily support the MCE on-call assignment. We have significant capacity to support MCE's needs throughout the on-call assignment.

Airport	Project Or Commitment	Percent Complete
BUR	Replacement Terminal EIS	87%
Hawaii (State-wide)	SMS Program	17%
LAX	Accelerated Pavement TWY B, C, D	75%
LAX	LAMP Roadway Guide Signage	98%
LGB	Rental Car Facility Site Review	90%
MHR	Runway and Cargo Development EA	36%
OAK	ADP EIR Status Report	0%
OAK	CEQA-NEPA	22%
OAK	Storm Water Management Plan	53%
OGG	Runway Rehab EA	78%
PSP	CM Passenger Boarding Bridges	1%
PSP	Ticket Hall CM Services	86%
RNO	Ticketing Hall Improvements	3%

Airport	Project Or Commitment	Percent Complete
SBP	Capital Plan Grants and PFCs	2%
SBP	GIS Space Inventory Development and Hosting	34%
SBP	Master Plan	60%
SBP	Stormwater Master Plan	35%
SCK	Pavement Management Plan (PMMP)	33%
SCK	PFC Administration (2020-2021)	75%
SCK	Security Upgrades – CA & RPR	6%
SCK	Terminal Wall Material Selections	65%
SMF	Land Trade-Release Final Agreement	94%
SMF	PFAS Consulting Services	40%
SMF	SPCC Technical Amendment	14%
STS	Fence NEPA/CEQA II	63%
TUS	ASE DBBE – Design	74%

3.4 Last 2 Years' Projects

The following table shows five pages of RS&H's aviation projects from the last two years. A complete listing of all projects would require an additional 23 pages that will be provided upon request.

Summary

RS&H sincerely desires the opportunity to help the City achieve its goals for MCE. We realize that the CARES Act funding sunsets in approximately three years, and time is of the essence. We will meet the deadlines. We understand MCE's proposed projects and the "why" behind them from our previous work at MCE. We also understand the FAA San Francisco ADO and are skilled in gaining the agency's environmental, grant, and construction approvals that will be needed to advance MCE's projects.

Our team is very qualified and experienced to do this work with specialist in all technical areas. We also have the depth of staff to meet the CARES Act deadlines and to undertake multiple projects at the same time. Finally, the project principals – Phil Leung and Joe Jackson – have a proven track record working together to achieve similar programs at other similar California airports, and are committed to MCE's success.

3.4 Last 2 Years' Projects

Name	Airport	City	State	Description - RS&H Specific Involvement	Owner	Client PM Contact Name	Client PM Contact Phone	Status
EUG QTA Facility	KEUG Mahlon Sweet Field	Eugene	OR	Architecture, Bldg. Engineering - Prime	The City of Eugene, Oregon	Daniel Durazo	541-682-5883	Active
SAT CATEX Amend Terminal Expansion	KSAT San Antonio International Airport	San Antonio	TX	'NEPA Documentation - Prime	City of San Antonio	Steven Southers	(210) 207-3402	Active
AMIA Terminal Generator Upgrades-Concept	KAMA Rick Husband Amarillo International Airport	Amarillo	TX	Architecture, Bldg. Eng. - Prime	City of Amarillo	Tyler Hurst	806-335-1671	Active
EUG ROW Aeron Const & FAA Fiber Release	KEUG Mahlon Sweet Field	Eugene	OR	Airfield Engineering - Prime	The City of Eugene, Oregon	Daniel Durazo	541-682-5883	Active
Pensacola PNS ROFA Roads CA/RPR	XPNS Pensacola International Airport	Pensacola	FL	Airfield Engineering - Prime	Pensacola Airport/City of Pensacola	Ken Ibold	(850) 436-5000	Active
Tampa On-Call Airfield Concrete Slab Rpl	KTPA Tampa International Airport	Tampa	FL	Airfield Engineering - Prime	Hillsborough County Aviation Authority	Jeffrey Siddle	813-870-7810	Active
Lubbock ARFF Design	KLBB Lubbock Preston Smith International Airport	Lubbock	TX	Architecture, Bldg. Engineering - Prime	City of Lubbock	Kelly Campbell	806-775-3126	Dormant
SUX Aviation Center	KSUX Sioux Gateway Airport/Col. Bud Day Field	Sioux City	SD	Architecture, Bldg. Engineering - Prime	City of Sioux City	Michael Collett	(712) 279-6165	Active
HRL Extend RWY 17R-35L Design	KHRL Valley International Airport	Harlingen	TX	Airfield Engineering - Prime	City of Harlingen Airport Board	Bryan Wren	956-430-8605	Active
MLB Terminal CUTE System	KMLB Melbourne Orlando International Airport	Melbourne	FL	Bldg. Technology - Prime	Melbourne Airport Authority	Mark Busalacchi	321-723-6277x132	Active
Tampa North Air Cargo Roof Analysis	KTPA Tampa International Airport	Tampa	FL	Architecture, Bldg. Engineering - Prime	Hillsborough County Aviation Authority	Max Marble	(813) 870-8703	Active
HAS Hobby TWY C Repairs	KHOU William P. Hobby Airport	Houston	TX	Airfield Engineering - Prime	City of Houston - Houston Airport System (HAS)	Devon Tiner	281-233-1942	Active
DFW Airfield Stormwater Drainage Assess	KDFW Dallas/Fort Worth International Airport	Dallas	TX	Airfield Engineering - Prime	Dallas/Fort Worth International Airport Board	Vasile Maricic	972-574-3200	Active
URD Terminal Improvements Design	KLRD Laredo International Airport	Laredo	TX	Architecture, Bldg. Engineering - Prime	City of Laredo	Alejandro Labrada	956-795-2000	Active
LFT Compliance Checklist Update	KLFT Lafayette Regional Airport	Lafayette	LA	Environmental - Prime	Lafayette Airport Commission	Ashley Theall Simon	337-266-4401	Active
HIB - FBO Hangar Site CA/RPR	KHBB Range Regional Airport	Hibbing	MN	Building Construction - Prime	Chisholm-Hibbing Airport Authority	Barrett Zeimer	218-262-3452	Active
AZD ARFF Modernization & Expansion	KAZD Kalamazoo/Battle Creek International Airport	Kalamazoo	MI	Architecture, Bldg. Engineering - Prime	Kalamazoo/Battle Creek International Airport	Gli Colver		Active
Detroit DTW N Term. Trash Rm Repair	KDTW Detroit Metropolitan Wayne County Airport	Detroit	MI	Architecture, Bldg. Engineering - Prime	Wayne County Airport Authority	Paul Swift	(734) 955-3581	Active
LCPA FMY Entrance Road	KFMV Page Field	Fort Myers	FL	Landscape Engineering - Prime	Lee County Port Authority	Doug Swank	(239) 590-4615	Active
Pensacola PNS Terminal Expansion Charret	XPNS Pensacola International Airport	Pensacola	FL	Architecture, Bldg. Engineering - Prime	Pensacola Airport/City of Pensacola	Ken Ibold	(850) 436-5000	Active
DEN FedEx Study	KDEN Denver International Airport	Denver	CO	Architecture, Bldg. Engineering - Prime	City and County of Denver	Bill Poole	303-342-4518	Active
CLT D-E Connector Analysis (DECO)	KCLT Charlotte/Douglas International Airport	Charlotte	NC	Architecture, Bldg. Engineering - Prime	City of Charlotte - Aviation Department	Dennis Iskra	704-359-4000	Active
CLT Concourse D GPU Upgrades	KCLT Charlotte/Douglas International Airport	Charlotte	NC	Architecture, Bldg. Engineering - Prime	City of Charlotte - Aviation Department	Emily Tinkler	704-359-1863	Active
JAA VQCC Project Thunderbird EA	KJAX Jacksonville International Airport	Jacksonville	FL	NEPA Documentation - Prime	Jacksonville Aviation Authority	Derek Powder	(904) 741-2225	Active
EUG CBIS Expansion YC3 BH5	KEUG Mahlon Sweet Field	Eugene	OR	Architecture, Bldg. Engineering - Prime	The City of Eugene, Oregon	Daniel Durazo	(541) 682-5883	Active
LCPA RSW Bond Inspection	KRSW Southwest Florida International Airport	Fort Myers	FL	Planning - Prime	Lee County Port Authority	Emily M. Underhill	(239) 590-4601	Active
DFW Airfield Ramp Efficiency Project	KDFW Dallas/Fort Worth International Airport	Dallas	TX	Airfield Engineering - Prime	Dallas/Fort Worth International Airport Board	Dillon Petylch	(972) 973-2524	Active
LFT Northwest Fencing	KLFT Lafayette Regional Airport	Lafayette	LA	Civil Engineering - Prime	Lafayette Airport Commission	Steven Picou	(337) 266-4401	Active
SAT K9 Facility Design Phase 1	KSAT San Antonio International Airport	San Antonio	TX	Architecture, Bldg. Engineering - Prime	City of San Antonio	Debbie Drew	210.207.3896	Active
Tampa Airport Master Plan Update IFE	KTPA Tampa International Airport	Tampa	FL	Planning - Prime	Hillsborough County Aviation Authority	Jeffrey Siddle	813-870-7810	Active
SAT Sustainable Design Criteria Manual	KSAT San Antonio International Airport	San Antonio	TX	Environmental, Planning - Prime	City of San Antonio	Steven Southers	(210) 207-3402	Active
HEF Observation Rd Final Design	KHEF Manassas Regional Airport/Harry P. Davis Field	Manassas	VA	Civil Engineering - Prime	City of Manassas, Virginia	Juan E. Rivera	703 361 1882	Active
ELP TO4 - Strategic Planning Support	KELP El Paso International Airport	El Paso	TX	Planning - Prime	City of El Paso, TX	Michael McElroy	915-212-7337	Active
Tampa Shoulder Valley Gutter MOS	KTPA Tampa International Airport	Tampa	FL	Airfield Engineering - Prime	Hillsborough County Aviation Authority	Jeffrey Siddle	813-870-7810	Active
FMT ARFF/OPS Center Study	KFNT Bishop International Airport	Flint	MI	Architecture, Bldg. Engineering - Prime	Bishop International Airport	Chris Yeates	810-235-6560	Active
EUG Landside Parking Lot Exp Phase I	KEUG Mahlon Sweet Field	Eugene	OR	Civil Engineering - Prime	The City of Eugene, Oregon	Daniel Durazo	541-682-5883	Active
EUG Advanced Terminal Planning Study	KEUG Mahlon Sweet Field	Eugene	OR	Architecture, Planning - Prime	The City of Eugene, Oregon	Daniel Durazo	541-682-5883	Active
MIA Emergency Re-Roofing	KMIA Miami International Airport	Miami	FL	Architecture, Bldg. Engineering - Prime		Victor M. Mendez	(305) 876-0779	Active
EYW Key West Airport NEW Update	KEYW Key West International Airport	Key West	FL	Planning - Prime		Deborah Murphy Lagos	(772) 631-1553	Active
CLL ARFF CATEX	KCLL Easterwood Field	College Station	TX	NEPA Documentation - Prime	Easterwood Airport Management, LLC	Kevin Davis	(704) 216-7749	Active
DEN Wildlife Mitigation (Phase 2)	KDEN Denver International Airport	Denver	CO	Airfield Engineering - Prime	City and County of Denver	Brent Nichols	303-342-2656	Active
MIA Concourse - Wall Repair	KMIA Miami International Airport	Miami	FL	Architecture, Bldg. Engineering - Prime	Miami-Dade Aviation Department	Abel Oporto	305-869-3876	Active

3.4 Last 2 Years' Projects (continued)

BCT Security System Improvements	KSBT Boca Raton Airport	Boca Raton	FL	Building Technology - Prime	Boca Raton Airport Authority	Bryce Wagner	305-260-2727	Active
FNT Network Upgrade	KFNT Bishop International Airport	Flint	MI	Building Technology - Prime	Bishop International Airport	Chris Yeates	810-235-6560	Active
PBI Concourse B Expansion-CD	KPBI Palm Beach International Airport	Palm Beach	FL	Architecture, Bldg. Engineering - Prime	Palm Beach County Department of Airports	Gary Sypek	561-471-7474	Active
EUG SWFCC & SPCC Update	KEUG Mahlon Sweet Field	Eugene	OR	Environmental - Prime	The City of Eugene, Oregon	Sarah Puls	541-682-5544	Active
DFW Northeast Airfield Vault Replacement	KDFW Dallas/Fort Worth International Airport	Dallas	TX	Architecture, Bldg. Engineering - Prime	Dallas/Fort Worth International Airport Board	Dillon Pettyjohn	972-973-2524	Active
Tampa Wetland 42 Permitting Compliance	KTPA Tampa International Airport	Tampa	FL	Environmental, NEPA Documentation - Prime	Hillsborough County Aviation Authority	Jeffrey Siddle	813-870-7810	Active
SAT Term B Gate 9810 100% Design/Bid	KSAT San Antonio International Airport	San Antonio	TX	Architecture, Bldg. Engineering - Prime	City of San Antonio	Candace Selby	(210) 207-3518	Active
SAT Gate A16 Design	KSAT San Antonio International Airport	San Antonio	TX	Architecture, Bldg. Engineering - Prime	City of San Antonio	Debbie Drew	210 207 3896	Active
LRO Concessions and Terminal Planning	KLRD Laredo International Airport	Laredo	TX	Architecture, Planning - Prime	City of Laredo	Eliy Borjstede		Active
HAS IAH T.A Approach Slab Addtl Swcs	KIAH George Bush Intercontinental Airport	Houston	TX	Airfield Engineering - Prime	City of Houston - Houston Airport System (HAS)	Jeffrey Tennyson		Active
SAT FAA ADIP Assessment	KSAT San Antonio International Airport	San Antonio	TX	Planning - Prime	City of San Antonio	Debbie Drew	210-207-3896	Active
RST RW 02-20 Phase 2 CA RPR IFE	KRST Rochester International Airport	rochester	NY	IFE - Prime	City of Rochester, Minnesota	Kurt Claussen	(507) 282-2328	Active
DFW GSE Equipment Terminal E - CA	KDFW Dallas/Fort Worth International Airport	Dallas	TX	Architecture, Bldg. Engineering - Prime	Dallas/Fort Worth International Airport Board	Zak Elhassouni	972-973-1745	Active
JAX Air Cargo 1 & 3 Roof Assessment	KJAX Jacksonville International Airport	Jacksonville	FL	Architecture, Bldg. Engineering - Prime	Jacksonville Aviation Authority	Jamie Easton	904-741-2007	Active
CLL New g/W Feasibility Study	KCLL Easterwood Field	College Station	TX	Airfield Engineering, Planning - Prime	Easterwood Airport Management, LLC	Kevin Davis	(704) 216-7749	Active
ABE Terminal Vertical Transport CA	KABE Lehigh Valley International Airport	Lehigh Valley	PA	Building Construction - Prime	Lehigh Northampton Airport Authority	Kevin Su tanik	(610) 459-7952	Active
PSP CM Passenger Boarding Bridges	KPSP Palm Springs International Airport	Palm Springs	CA	Airfield Construction - Prime	City of Palm Springs/Invtl Airport	Tabitha Richards	(760) 323-8753	Active
DFW New Runway Design - Phase 1	KDFW Dallas/Fort Worth International Airport	Denver	CO	Airfield Engineering - Prime	City and County of Denver	Michael Cloud	303-342-4457	Active
SIC U42 Master Plan	KU42 South Valley Regional Airport	Salt Lake City	UT	Planning - Prime	Salt Lake City Department of Airports	Brady Fredrickson	801-575-2400	Active
SIC TYP Master Plan	KU42 South Valley Regional Airport	Salt Lake City	UT	Planning - Prime	Salt Lake City Department of Airports	Brady Fredrickson	801-575-2400	Active
SIC Minimum Standards	KU42 South Valley Regional Airport	Salt Lake City	UT	Planning - Prime	Salt Lake City Department of Airports	Brady Fredrickson	801-575-2400	Active
CID Cargo Apron Phase 2 IFE	KCID The Eastern Iowa Airport	Cedar Rapids	IA	IFE - Prime	The Eastern Iowa Airport	Don Swanson	(319) 731-5715	Active
MFE RWY 14-32 CA IFE	KMFE McAllen Miller International Airport	McAllen	TX	IFE - Prime	City of McAllen	Jeremy Samboscoy	(956) 681-1500	Active
LFT Term Ph 1 ESA	KLFT Lafayette Regional Airport	Lafayette	LA	Environmental - Prime	Lafayette Airport Commission	Steven L. Picou	(337) 266-4401	Active
CLE Feasibility of RW 6N-24L Recon Ph 2	KCLE Cleveland-Hopkins International Airport	Cleveland	OH	Airfield Engineering - Prime	City of Cleveland	Nicholas Belkardo	216-265-3310	Active
SCK Security Upgrades - CA & RPH	KSCX Stockton Metropolitan Airport	Stockton	CA	Building Construction - Prime	San Joaquin County	Russell Stark	(209) 468-4409	Active
JAX Pecan Ph 1/2 Cole Rd Improvements	KJAX Jacksonville International Airport	Jacksonville	FL	Civil Engineering - Prime	Jacksonville Aviation Authority	Derek Powder	(904) 741-2225	Active
SCK Terminal Wall Material Selections	KSCX Stockton Metropolitan Airport	Stockton	CA	Architecture, Bldg. Engineering - Prime	San Joaquin County	Russell Stark	209-468-4409	Active
GJT Runway 4/22 Rehab - IFE	KGJT Grand Junction Regional Airport	Grand Junction	CO	IFE - Prime	Grand Junction Regional Airport Authority	Sarah Menge		Active
Tampa CSUUPS Phase 3	KTPA Tampa International Airport	Tampa	FL	Architecture, Bldg. Engineering, Technology - Prime	Hillsborough County Aviation Authority	Rob Furr	813-509-9566	Active
Birmingham BHM Rwy 18 ISA Imp	KBHM Birmingham-Shuttlesworth International Airport	Birmingham	AL	Airfield Engineering - Prime	Birmingham Airport Authority	Ocean Boyd	(205) 599-0562	Active
BQK ARFF Building NEPA	KBQK Brunswick Golden Isles Airport	Brunswick	GA	NEPA Documentation - Prime	Glynn County Airport Commission	Robert J. Burr	912-265-2070x113	Active
SME SPCC Technical Amendment	KSMF Sacramento International Airport	Sacramento	CA	Environmental - Prime	Sacramento County Airport System	August McNab	916.874.0747	Active
LCFA BSW TW 5 Pavement Review	KRSW Southwest Florida International Airport	FL Myers	FL	Airfield Engineering - Prime	Lee County Port Authority	Hector Yanez	239-590-4605	Active
LFT Air Permit Compliance Summary	KLFT Lafayette Regional Airport	Lafayette	LA	Environmental - Prime	Lafayette Airport Commission	Ashley Theall Simon	337-266-4401	Active
SAT PEER Feasibility Assessment	KSAT San Antonio International Airport	San Antonio	TX	Bldg. Engineering, Planning - Prime	City of San Antonio	Steven Southers	(210) 207-3402	Active
ABE Parking Garage PDD	KABE Lehigh Valley International Airport	Allentown	PA	Architecture, Planning - Prime	Lehigh Northampton Airport Authority	Kevin Sullivan	(610) 459-7952	Active
RSW 2021 Master Plan Update	KRSW Southwest Florida International Airport	Fort Myers	FL	Planning - Prime	Lee County Port Authority	Laura Delkhn	239-280-4331	Active
Detroit DTW B610 Boiler Improvements	KDTW Detroit Metropolitan Wayne County Airport	Detroit	MI	Architecture, Bldg. Engineering - Prime	Wayne County Airport Authority	Anthony Sebastian	(734) 247-2768	Active

3.4 Last 2 Years' Projects (continued)

SVF PFAS Consulting Services	KSMF Sacramento International Airport	Sacramento	CA	Environmental - Prime	Sacramento County Airport System	August McNab	916.874.0747	Active
MKG TW A Prelim Design IFE	KMG Muskegon County Airport	Muskegon	MI	IFE - Prime	Muskegon County	Joel Burgess	(414) 271-1111	Dormant
Akron Canton IFE FY2021 Grant Element	XCAK Akron-Canton Regional Airport	north canton	OH	IFE - Prime	Akron Canton Airport	Renato Camacho	330-499-4059	Active
PHL Tug Tunnel Design & Bid	KPHL Philadelphia International Airport	Philadelphia	PA	Architecture, Bldg. Engineering - Prime	City of Philadelphia, Division of Aviation	David Hassinger	(215) 925-0425	Active
BFI Runway 14L-32R Rehabilitation	KBFI Boeing Field/King County International Airport	Seattle	WA	Airfield Engineering - Prime	King County International Airport	Eric Miller		Active
FLI T3 CA WXP-WPA-2021	KFLI Fort Lauderdale/Hollywood International Airport	Fort Lauderdale	FL	Airfield and Building Construction - Prime	Broward County Aviation Department	Benjamin Goebel	(954) 322-4433	Active
EUG RW 16L-34R Rehab CA/RPR	KEUG Mahlon Sweet Field International Airport	Eugene	OR	Airfield Construction - Prime	The City of Eugene, Oregon	Daniel Durazo	541-682-5883	Active
Tampa Electric Biometric Gate Install	KTPA Tampa International Airport	Tampa	FL	Technology - Prime	Hillsborough County Aviation Authority	Jeffrey Siddie	813-870-7810	Active
SCK Pavement Management Program (PMMP)	KSCK Stockton Metropolitan Airport	Stockton	CA	PMMP - Prime	San Joaquin County	Russell Stark	209-468-4409	Active
FLI T2 BQ Repackaging and Bidding	KFLI Fort Lauderdale/Hollywood International Airport	Dania Beach	FL	Airfield and Building Construction - Prime	Broward County Aviation Department	Tania Floreni	954-322-4433	Active
AMA BMS Upgrades Cr tona	KAMA Rick Husband Amarillo International Airport	amarillo	TX	Bldg. Engineering - Prime	City of Amarillo	Tyler Hurst	806-335-1641	Active
AMA AHU-14 Replace & AOC Duct Design/Bid	KAMA Rick Husband Amarillo International Airport	amarillo	TX	Bldg. Engineering - Prime	City of Amarillo	Tyler Hurst	806-335-1641	Active
Tampa Airside C TSA Breakroom Meets	KTPA Tampa International Airport	Tampa	FL	Architecture, Bldg. Engineering - Prime	Hillsborough County Aviation Authority	Max Marble	(813) 870-8703	Active
BFI A4 & A11 Pavement Assessment	KBFI Boeing Field/King County International Airport	Seattle	WA	PMMP - Prime	King County International Airport	Eric Miller		Active
Pensacola PWS Runway Guard Lights	KPNS Pensacola International Airport	Pensacola	FL	Airfield Engineering - Prime	Pensacola Airport/City of Pensacola	Mathew Coughlin	850-436-5000	Active
OAJ RW 2/3 and TW A Rehab Design/Bid	KOAJ Albert J Ellis Airport	Richlands	NC	Airfield Engineering - Prime	Onslow County	Christopher White	910-989-3152	Active
Grosse Ile Taxiway A Rehab IFE	KONZ Grosse Ile Municipal Airport	Grosse Ile	MI	IFE - Prime	Township of Grosse Ile	Michael Duker	(734) 675-0155	Dormant
ATL TO 21-02-002 AT&T Duct Bank	KATL Hartsfield - Jackson Atlanta International Airport	Atlanta	GA	Airfield Engineering - Prime	City of Atlanta Department of Aviation	Norma Click	(800) 897-1910	Active
RST IFE RW 02/20 Phase 2 TW B Design	KRST Rochester International Airport	Rochester	MIN	IFE - Prime	City of Rochester, Minnesota	Kurt Clausen	(507) 282-2328	Dormant
EUG Survey/Wellheads CONRAC Facilities	KEUG Mahlon Sweet Field	Eugene	OR	Environmental, Planning - Prime	The City of Eugene, Oregon	Daniel Durazo	541-682-5883	Active
EUG TW CM Rehab Pre-design	KEUG Mahlon Sweet Field	Eugene	OR	Airfield Engineering - Prime	The City of Eugene, Oregon	Daniel Durazo	541-682-5883	Active
COQ Fuel System Replacement	KCOQ Cloquet Carlton County Airport	Cloquet	MIN	Civil Engineering - Prime	Carlton County Airport Commission	Jinyeene Neumann	218-384-9150	Active
FLI Connectors Repackage & Rebid	KFLI Fort Lauderdale/Hollywood International Airport	Fort Lauderdale	FL	Architecture, Bldg. Engineering - Prime	Broward County Aviation Department	Juan Justiano	(954) 771-2724	Active
LFT Term Construct Sols Support	KLFT Lafayette Regional Airport	Lafayette	LA	NEPA Documentation, Environmental - Prime	Lafayette Airport Commission	Ashley Theall Simon	337-266-4401	Active
LFT 2021 Annual Groundwater Monitoring	KLFT Lafayette Regional Airport	Lafayette	LA	Environmental - Prime	Lafayette Airport Commission	Ashley Theall Simon	337-266-4401	Active
DSM PFAS Consulting	KDSM Des Moines International Airport	Des Moines	IA	Environmental - Prime	Des Moines International Airport Authority	Brian Mulcahy	515-256-5389	Active
LYH Restroom Modernization	KLYH Lynchburg Regional Airport/Preston Glenn Field	Lynchburg	VA	Architecture, Bldg. Engineering - Prime	City of Lynchburg, VA	Andrew LaGala	434-455-6089	Active
CLT South GA Campus EA	KCLT Charlotte/Douglas International Airport	Charlotte	NC	NEPA Documentation - Prime	City of Charlotte - Aviation Department	Amber Leathers	704-359-4000	Active
LCPA RSW Gun Range Assessment	KRSW Southwest Florida International Airport	Fort Myers	FL	Architecture, Bldg. Engineering, Planning - Prime	Lee County Port Authority	Emily M. Underhill	(239) 590-4601	Active
LFT Hazardous Waste Mgmt Support	KLFT Lafayette Regional Airport	Lafayette	LA	Environmental - Prime	Lafayette Airport Commission	Ashley Theall Simon	337-266-4401	Active
PIE On-Call Construction Support	KPIE St Pete-Clearwater International Airport	Clearwater	FL	Civil Construction - Prime	Pinellas County	Scott Yarley	(727) 453-7802	Active
COQ Entrance Road Design	KCOQ Cloquet Carlton County Airport	Cloquet	MIN	Civil Engineering - Prime	Carlton County Airport Commission	Jinyeene Neumann	218-384-9150	Active
SGW Corporate Green Property Survey	KCLT Charlotte/Douglas International Airport	Tyler	TX	Environmental - Prime	MBCG LLC	Matthew K. Marshall	(903) 372-0669	Dormant
CLT Concourse E Renovations Concept	K4DD Abrams Municipal Airport	Grand Ledge	MI	Architecture, Bldg. Engineering - Prime	City of Charlotte - Aviation Department	Brian Wilson	704-331-9749	Active
Grand Ledge Taxiway & Apron - IFE	KRSW Southwest Florida International Airport	Fort Myers	FL	IFE - Prime	City of Grand Ledge	Anne King	517-622-7925	Active
LCPA RSW Cistern Study	KRSW Southwest Florida International Airport	Fort Myers	FL	Airfield Engineering, Environmental - Prime	Lee County Port Authority	Emily M. Underhill	(239) 590-4601	Active
LCPA RSW Deck Determent Study	KRSW Southwest Florida International Airport	Fort Myers	FL	Architecture, Planning - Prime	Lee County Port Authority	Emily M. Underhill	(239) 590-4601	Active
SBP GIS Space Inventory Dev & Hosting	KSBP San Luis Obispo Regional Airport	San Luis Obispo	CA	Planning - Prime	San Luis Obispo County	Courtney Johnson	(805) 781-5218	Active
SUX Taxiway A (CA/RPR) TW B-C	KSUX Sioux Gateway Airport/Col. Bud Day Field	Sioux City	IA	Airfield Construction - Prime	City of Sioux City	Michael Collett	(712) 279-6165	Active

3.4 Last 2 Years' Projects (continued)

COS Taxiway B Rehab (B1-B5)	KCOS Colorado Springs Airport	Colorado Springs	CO	Airfield Engineering - Prime	City of Colorado Springs	Steven Gaeta	719-550-1948	Active
COS Misc AutoCAD Services	KCOS Colorado Springs Airport	Colorado Springs	CO	Airfield Engineering - Prime	City of Colorado Springs	Steven Gaeta	719-550-1948	Active
COS Taxiway A Preliminary Design	KCOS Colorado Springs Airport	Colorado Springs	CO	Airfield Engineering - Prime	City of Colorado Springs	Steven Gaeta	719-550-1948	Active
RDU T2 HS Expansion Civil Design	KFDU Raleigh-Durham International Airport	Durham	NC	Architecture, Bldg Engineering - Prime	Raleigh-Durham Airport Authority	Timothy Hillhouse	919-941-9000	Active
DEN Runway 16R-34L Rehabilitation	KDEN Denver International Airport	Denver	CO	Airfield Engineering - Prime	City and County of Denver	Donald Smith	303 342 2604	Active
Tampa NEPA Doc for Jet ICU Hangar	KTPA Tampa International Airport	Tampa	FL	NEPA Documentation - Prime	Hillsborough County Aviation Authority	Max Marble	(813) 870-8703	Dormant
Tampa NEPA Doc for Shellair Hngs 6 & 7	KTPA Tampa International Airport	Tampa	FL	NEPA Documentation - Prime	Hillsborough County Aviation Authority	Max Marble	(813) 870-8703	Dormant
BDI Correction of TWY Geometry TW D & A3	KBDI Boise Air Terminal Airport/Gowen Field	Boise	ID	NEPA Documentation - Prime	City of Boise / Aviation Department	Matt Peraja	208 972 8392	Dormant
Wendell's Gulch (NUGMB) Design Review		Cuney	TX	Civil Engineering, Environmental - Prime	Advanced Ecology	Josh McDorman	(936) 598-3053	Dormant
SAT Term B Gate B10 JOM Design Package	KSAT San Antonio International Airport	San Antonio	TX	Architecture, Bldg Engineering - Prime	City of San Antonio	Debbie Drew	210 207 3896	Active
CLT Ramp D & E Dual Taxiways	KCLT Charlotte/Douglas International Airport	Charlotte	NC	Airfield Engineering - Prime	City of Charlotte - Aviation Department	Sierra Heaton	704-359-4000	Active
FMM Runway 14-32 Seal Coat	KFMM Fort Morgan Municipal Airport	Fort Morgan	CO	Airfield Engineering - Prime	City of Fort Morgan	Steve Glammeyer	970-542-3901	Active
LAWA LAX TW D Ext Bid Docs	KLAX Los Angeles International Airport	Los Angeles	CA	Airfield Engineering - Prime	City of Los Angeles	Mark Viedja	310-646-7553	Active
AMA Basement Plumbing Upgrade Design/CA	KAMA Rick Husband Amarillo International Airport	amarillo	TX	Bldg Engineering and Construction - Prime	City of Amarillo	Michael W. Conner	8063351071	Active
ELP Runway 8R-26L Rehabilitation	KELP El Paso International Airport	El Paso	TX	Airfield Engineering - Prime	City of El Paso, TX	R. Shane Brooks	(915) 212-7336	Active
HIS Corporate Hangar	KHEF Manassas Regional Airport/Harry P. Davis Field	Hibbing	MN	Architecture, Bldg Engineering - Prime	Chisholm-Hibbing Airport Authority	Barrett Ziemer	218-262-3452	Active
HEF Observation Road Tree Clearing	KHEF Manassas Regional Airport/Harry P. Davis Field	Manassas	VA	Civil Engineering, Planning - Prime	City of Manassas, Virginia	Juan E. Rivera	703 361 1882	Dormant
BDI Cont A Apron	KBDI Boise Air Terminal Airport/Gowen Field	Boise	ID	Airfield Engineering - Prime	City of Boise / Aviation Department	Matt Petaja	208 972 8392	Active
Mobile BFM Rwy 14 Culvert Extension	KBFM Mobile Downtown Airport	Mobile	AL	Airfield Engineering - Prime	Mobile Airport Authority	Russell Stallings	251-138-7334	Active
LFT Environmental Planning Support 2021	KLFT Lafayette Regional Airport	Lafayette	LA	Environmental, Planning - Prime	Lafayette Airport Commission	Steven L. Picou	(337) 266-4401	Active
LFT 2021 Wash Rack Sampling/DNRs	KLFT Lafayette Regional Airport	Lafayette	LA	Environmental, Planning - Prime	Lafayette Airport Commission	Steven L. Picou	(337) 266-4401	Active
Detroit DTW N Terminal Struc Analysis	KDTW Detroit Metropolitan Wayne County Airport	Detroit	MI	Architecture, Bldg Engineering - Prime	Wayne County Airport Authority	Matthew McPhillips	(734) 247-7678	Active
PIE Additional Survey	KPIE St Pete-Clearwater International Airport	Clearwater	FL	Architecture - Prime	Pinellas County	Scott Varley	(727) 453-7802	Dormant
Tampa Airside C Hold Room Modifications	KTPA Tampa International Airport	Tampa	FL	Architecture, Bldg Engineering - Prime	Hillsborough County Aviation Authority	Max Marble	(813) 870-8703	Active
Tampa Signage Rev of Escals & Elevtr	KTPA Tampa International Airport	Tampa	FL	Civil Construction - Prime	Hillsborough County Aviation Authority	Rob Furr	813-509-9566	Active
ROA PFC Application Assistance	KROA Roanoke-Blacksburg Regional Airport/Woodrum Field	Roanoke	VA	Planning - Prime	Roanoke Regional Airport Commission	David Jeavons	540-362-1999	Active
PNS Terminal Switchboard Improvements	KPNS Pensacola International Airport	pensacola	FL	Bldg. Technology - Prime	Pensacola Airport/City of Pensacola	Matthew Coughlin	850-436-5000	Active
PNS Parking Lot Feeder Rehab	KPNS Pensacola International Airport	pensacola	FL	Civil Engineering - Prime	Pensacola Airport/City of Pensacola	Matthew Coughlin	850-436-5000	Active
BDI Airfield Lighting As-Built	KBDI Boise Air Terminal Airport/Gowen Field	Boise	ID	Airfield Engineering - Prime	City of Boise / Aviation Department	Matt Petaja	208 972 8392	Active
Mobile BFM Runway 14-32 Rehab CA-RPR	KBFM Mobile Downtown Airport	Mobile	AL	Airfield Construction - Prime	Mobile Airport Authority	Russell Stallings	(251) 138-7334	Active
SMF Land Trade-Release Final Agreement	KSMF Sacramento International Airport	Sacramento	CA	Environmental, Planning - Prime	Sacramento County Airport System	Chad Wilks	916-929-5411	Active
Detroit DTW Pump Station Roofing	KDTW Detroit Metropolitan Wayne County Airport	Detroit	MI	Architecture, Bldg Engineering - Prime	Wayne County Airport Authority	Matthew McPhillips	(734) 247-7678	Active
CDC Rwy 10/28 & Apron Crack Seal	KCKC Grand Marais/Cook County Airport	Grand marais	MN	Airfield Engineering - Prime	Cook County, MN	Braley Powers	218-387-3646	Active
Columbus CMH TWF and H CA/RPR	KCMH John Glenn Columbus International Airport	Columbus	OH	Airfield Construction - Prime	Columbus Regional Airport Authority	Eric Hensley	614-409-3631	Active
DFW ECS at RAC Bus Maintenance	KDFW Dallas/Fort Worth International Airport	Dallas	TX	Architecture, Bldg Engineering - Prime	Dallas/Fort Worth International Airport Board	Zak Elhassouni	(972) 979-1745	Dormant
Arlington Drainage Study	KAGY Arlington Municipal Airport	Arlington	TX	Airfield Engineering - Prime	City of Arlington	Bill Mackie	512-416-4558	Active
SSF Elec Gen Bldg Renov CA	KSSF Stinson Municipal Airport	San Antonio	TX	Building Construction - Prime	City of San Antonio	Debbie Drew	210 207 3896	Dormant
LCPA RSW PD Renovation	KRSW Southwest Florida International Airport	Fort Myers	FL	Architecture, Bldg Engineering - Prime	Lee County Port Authority	Robert M. Ball	(239) 590-4401	Active
LCPA RSW Bridge Inspection	KRSW Southwest Florida International Airport	Fort Myers	FL	Architecture, Bldg Engineering - Prime	Lee County Port Authority	Robert M. Ball	(239) 590-4401	Active
OAL Pre-design Services for Taxiway A	KOAJ Albert J. Ellis Airport	Jacksonville	NC	Airfield Engineering - Prime	Onslow County	Christopher White	910-989-3162	Active
BFH Airport Light GA Develop & Planning	KBFH Boeing Field/King County International Airport	Seattle	WA	Airfield Engineering - Prime	King County International Airport	Michael Colmant	(206) 263-2595	Active

3.4 Last 2 Years' Projects (continued)

ATL TO 21-02-001 Fiber Upgrades	KATL Hartsfield - Jackson Atlanta International Airport	Atlanta	GA	Bldg. Technology - Prime	City of Atlanta Department of Aviation	Norma Click	(800) 897-1910	Active
LRD ATCT Generator Concepts	KLRD Laredo International Airport	Laredo	TX	Bldg. Engineering - Prime	City of Laredo	Alejandro Labrada	956-795-2000	Active
BQX Calibration & Runup Pad CA/RPR	XBRX Brunswick Golden Isles Airport	Brunswick	GA	Airfield Construction - Prime	Glynn County Airport Commission	Robert J. Burr	912-265-2070x113	Active
HIB Runway 13 31 Crackseal Sealcoat	KHIB Range Regional Airport	Hibbing	MN	Airfield Engineering - Prime	Chisholm-Hibbing Airport Authority	Barrett Ziemer	218-262-3452	Active
HIB ARRF Truck Procurement	KHIB Range Regional Airport	Hibbing	MN	Planning, Engineering - Prime	Chisholm-Hibbing Airport Authority	Barrett Ziemer	218-262-3452	Active
SF Elec Gen Bldg Renov Design/Bld	KSSF Sisson Municipal Airport	San Antonio	TX	Architecture, Bldg. Engineering - Prime	City of San Antonio	Debbie Drew	210-207-3896	Active
CID West T Hangar Reloc CA IFE	KCID The Eastern Iowa Airport	Cedar Rapids	IA	IE - Prime	The Eastern Iowa Airport	Don Swanson	(319) 731-5715	Active
BOI East De-icing Ramp Expansion Planning	KBOI Boise Air Terminal Airport/Gowen Field	Boise	ID	Airfield Engineering, Planning - Prime	City of Boise / Aviation Department	Matt Petaja	208-972-8392	Active
N Fork Press Creek Storage Tank & Pump	KBFI Boeing Field/King County International Airport	Atlanta	GA	Architecture, Bldg. Engineering - Prime	City of Atlanta	Mikita Browning	404-330-6016	Dormant
BFI Hazardous Materials Survey	KLGB Long Beach Airport/Daugherty Field	Seattle	WA	Architecture, Environmental - Prime	King County International Airport	Peter Durnallang	206-477-0712	Active
LGB Rental Car Facility Site Review	KLGB Long Beach Airport/Daugherty Field	Long Beach	CA	Architecture, Planning - Prime	City of Long Beach	Ryan Chan	562-570-2600	Active
PNS Terminal Roofing Assessment	KPNS Pensacola International Airport	Pensacola	FL	Architecture, Bldg. Engineering - Prime	Pensacola Airport/City of Pensacola	Matthew Coughlin	850-436-5000	Active
Tampa APMS Update FY 21	KTPA Tampa International Airport	Tampa	FL	PMMP - Prime	Hillsborough County Aviation Authority	Max Marble	(813) 870-8703	Active
SUX South Ramp GSE Quinset Hangar NEPA	KSUX Sioux Gateway Airport/Cot. Bud Day Field	Sioux City	IA	NEPA Documentation - Prime	City of Sioux City	Michael Collett	(712) 279-6165	Dormant
PHL Taxiway J Reconstruction - Design	KPHL Philadelphia International Airport	Philadelphia	PA	Airfield Engineering - Prime	City of Philadelphia, Division of Aviation	Lia Sutanito	215-863-3469	Active
Hawaii SMS Program	KPHO Ellison Onizuka Kona International at Keahole	Honolulu	HI	Airfield Engineering, Planning - Prime	Hawaii Department of Transportation, Airports Division	Benton Ho	(808) 838-8804	Active
Tampa Electric Bus Fleet Conversion	KTPA Tampa International Airport	Tampa	FL	Environmental, Planning - Prime	Hillsborough County Aviation Authority	Max Marble	(813) 870-8703	Active
ATL TO 20-02-004 Ramp 2 Replacement	KATL Hartsfield - Jackson Atlanta International Airport	Atlanta	GA	Airfield Engineering - Prime	City of Atlanta Department of Aviation	Norma Click	(800) 897-1910	Dormant
Tampa Taxiway B MSE Wall Repair	KTPA Tampa International Airport	Tampa	FL	Airfield Engineering - Prime	Hillsborough County Aviation Authority	Scott Nesbitt	813-870-7832	Active
LFT Misc Engineering Services 2021	KLFT Lafayette Regional Airport	Lafayette	LA	Airfield and Building Engineering - Prime	Lafayette Airport Commission	Steven L. Pious	(337) 266-4401	Active
SAT Adult Changing Room Term 8	KSAT San Antonio International Airport	San Antonio	TX	Architecture, Bldg. Engineering - Prime	City of San Antonio	Debbie Drew	210-207-3896	Active
DFW eCOBUS Electrical Infrastructure	KDFW Dallas/Fort Worth International Airport	Dallas	TX	Civil Engineering - Prime	Dallas/Fort Worth International Airport Board	Zak Elhassouni	(972) 973-1745	Active
Detroit YIP CBP Relocation - CA	KDTW Detroit Metropolitan Wayne County Airport	Detroit	MI	Building Construction - Prime	Wayne County Airport Authority	Paul Swift	(734) 955-3581	Active
FDY North Apron Rehabilitation	KFDY Findlay Airport	Findlay	OH	Airfield Engineering - Prime	City of Findlay	Brian Thomas		Active
BOL PPC Application #6	KBOI Boise Air Terminal Airport/Gowen Field	Boise	ID	Planning - Prime	City of Boise / Aviation Department	Matt Petaja	208-972-8392	Active
Boise FY 2021 Misc Services	KBOI Boise Air Terminal Airport/Gowen Field	Boise	ID	On-Call Consulting - Prime	City of Boise / Aviation Department	Matt Petaja	208-972-8392	Active
PHL Lav Dump Station Design	KPHL Philadelphia International Airport	Philadelphia	PA	Civil Engineering - Prime	City of Philadelphia, Division of Aviation	Jaron W. Jams	850-836-5700	Active
SAT Strategic Development Ph2	KSAT San Antonio International Airport	San Antonio	TX	Planning - Prime	City of San Antonio	Debbie Drew	210-207-3896	Active
CLL TWY A Realign Design/Bld Ph 1	KCLL Easterwood Field	College Station	TX	Airfield Engineering - Prime	Easterwood Airport Management, LLC	Kevin Davis	(704) 216-7749	Active
LFT Environmental Compliance Policy	KLFT Lafayette Regional Airport	Lafayette	LA	Environmental - Prime	Lafayette Airport Commission	Steven L. Pious	(337) 266-4401	Active
AMA FY 21 PCI and PMP Update	KAMA Rick Husband Amarillo International Airport	Amarillo	TX	PMMP - Prime	City of Amarillo	Michael Conner	806-353-671	Active
MIA Satellite E Structural Repairs	KMIA Miami International Airport	Miami	FL	Civil Engineering - Prime	Miami-Dade Aviation Department	Abdel Martel		Active
Okaloosa Co Airports - Misc Services 02	KVPS Eglin AFB/Destin-Fort Walton Beach Airport	Eglin AFB	FL	Consulting Services - Prime	Okaloosa County Board of County Commissioners	Robert Rogers	850-651-7600x1055	Active
LRD Taxiway 1 & 2 Relocation Design	KLRD Laredo International Airport	Laredo	TX	Airfield Engineering - Prime	City of Laredo	Alejandro Labrada	(956) 795-2000	Active
SAT Planning Support For SDP	KSAT San Antonio International Airport	San Antonio	TX	Planning - Prime	City of San Antonio	Debbie Drew	210-207-3896	Active
FNT Ops Center Programming Study	KFNT Bishop International Airport	Flint	MI	Architecture, Planning - Prime	Bishop International Airport	Nino Sapone	810-735-6560	Active
PMS Escalator Replacement	KPNS Pensacola International Airport	Pensacola	FL	Architecture, Bldg. Engineering - Prime	Pensacola Airport/City of Pensacola	Matthew Coughlin	850-436-5000	Active
PBI Storm Resiliency Package 3 (Pl 2)	KPBI Palm Beach International Airport	Palm Beach	FL	Airfield Engineering - Prime	Palm Beach County Department of Airports	Gary Sypek	561-471-7474	Active
Tampa Monorail and Moving Walks	KTPA Tampa International Airport	Tampa	FL	Architecture, Bldg. Engineering - Prime	Hillsborough County Aviation Authority	Jeffrey Siddle	313-870-7810	Active
LAWA LAX Accelerated Pmt TWY B, C, D	KLAX Los Angeles International Airport	Los Angeles	CA	Airfield Engineering - Prime	City of Los Angeles	Mark Virella	310-646-7553	Active
Tampa General FY22 PMP Assistance	KTPA Tampa International Airport	Tampa	FL	PMMP - Prime	Hillsborough County Aviation Authority	Max Marble	(813) 870-8703	Active

4. Other Information, References, Litigation, and Disclosure

4.1 Sample Agreement

RS&H has reviewed the sample agreement associated with this RFQ and, if selected, can enter into an agreement of that form. RS&H is interested in the following categories of professional consulting services: architecture, construction management, engineering, environmental consulting, and airport planning. We respectfully request the opportunity to review sections of the sample agreement with the City to align the actual executed agreement with RS&H's business practices and insurance coverages.

4.2 RS&H References

Stockton Metropolitan Airport, 5000 S Airport Way, Stockton, CA 95206

Russell Stark; Airport Director | 209-468-4409

On-Call Aviation Consultant for Architecture, Engineering, Environmental, and Planning

Charles M. Schulz - Sonoma County Airport, 2290 Airport Blvd., Santa Rosa, CA 95403

Jon Stout, A.A.E.; Airport Manager | 707-565-7243

Environmental On-Call

Palm Springs International Airport, 3400 E. Tahquitz Canyon Way, Palm Springs, CA 92262

Ulises Aguirre; Executive Director | 760-318-3807

On-Call Aviation Consulting Services

Hollywood Burbank Airport, 2627 N Hollywood Way, Burbank, CA 91505

Karen Sepulveda; Manager, Construction Services | 818-840-8840

Runway 8-26 and 15-33 Reconstruction

John T. Hatanaka; Senior Deputy Executive Director | 818-729-2225

Replacement Terminal NEPA and CEQA Documentation

Los Angeles International Airport, 1 World Way, Los Angeles, CA 90045

Mark J. Vicelja, PE; Senior Airports Engineer | 310-646-7553

DA-5173 Professional Engineering for TW C-14, TW D Extension, Enabling and Other Projects

Robert Falcon, PE; Deputy Executive Director | 424-646-5151

DA-4981 Airport Planning Professional Services

Refer to SOQ Section 2 for subconsultant references.

4.3 RS&H Litigation

Dale Johnston v. County of San Luis Obispo v. RS&H California, Inc. RS&H was recently served with a cross-complaint arising from a slip and fall at an airport where RS&H California provided design services. **This case is settled.**

4.4 RS&H Disclosure

RS&H has no past, on-going, or potential conflicts of interest that the firm or personnel may have as a result of performing the anticipated work.

EXHIBIT "B"

CITY OF MERCED

AUTHORIZATION OF SERVICE AGREEMENT

Description of Services to be Provided:	<i>Official Use Only</i>
Check Box If Applicable To Project: <input type="checkbox"/> Business License (2)* <input type="checkbox"/> Bonds (6)* <input type="checkbox"/> Workers' Compensation (14)* <input type="checkbox"/> Prevailing Wages (15)* <input type="checkbox"/>	
<i>* Numbers correspond to paragraph numbers on the Terms and Conditions attached hereto.</i>	
Consultant:	
Scope of Services	
1. _____ 2. _____ 3. _____	
Total Amount \$ _____	
<p>(a) By completing and executing this document, Consultant agrees to be bound to the Terms and Conditions in the Consulting and Professional Services Contract dated _____, to the Terms and Conditions attached hereto and incorporated by reference, and any other terms and conditions imposed by the City and attached hereto or in the Merced Municipal Code, and makes the City an offer for the above-mentioned services at the above-mentioned price. This agreement is not binding on the City until executed by the City Manager, or his/her designee, and a Purchase Order is issued to Consultant. Any terms and conditions proposed by Consultant shall not be binding upon the City unless expressly agreed to in writing by the designated representative of the City.</p>	
<p>The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.</p>	
Consultant	
_____ Print Name	_____ Name of Business Entity
_____ Signature	_____ Date
_____ Position/Title	_____ Contractor's License No.: (If Applicable)
Accepted by City of Merced	
_____ City Manager or Designee	
<i>Official Use Only</i>	

TERMS AND CONDITIONS FOR SERVICES CONTRACTS

THESE TERMS AND CONDITIONS, ("Terms and Conditions") are made and entered into on the date shown on the attached Statement of Services, by and between the City of Merced, a California Charter Municipal Corporation, ("City") and the Consultant, Vendor, Contractor, or Person, ("Contractor") shown on the Authorization for Service Agreement. These Terms and Conditions, Authorization for Service Agreement, and the Consulting and Professional Services Contract shall herein be collectively referred to as the "Agreement." Any words that Consultant adds to the Agreement or any form that Consultant uses in the course of business will not change or supersede these Terms and Conditions. The City must agree, in writing, to any change in terms and conditions. The City's acceptance of any work or services is not an acceptance of Consultant's conflicting terms and conditions should such exist.

1. **CONTRACTOR'S SERVICES.** Contractor shall, at its own cost and expense and as authorized and directed by the City, provide the personnel, supervision, equipment, supplies, services, administration, transportation, and other needs to complete the work described in the Authorization for Service Agreement and the City's Purchase Order, which is hereby incorporated and made a part of these Terms and Conditions, within the agreed upon time schedule and budget. The Contractor is responsible for obtaining and administering the employment of personnel having the training, experience, licenses, and other qualifications necessary for the work assigned. All project-related costs shall be assumed and paid by the Contractor. These Terms and Conditions and Purchase Order provide the exclusive means of payment and reimbursement of costs to the Contractor by the City.

Such work shall include the following:

a. The Contractor shall perform the services as described in the Statement of Services and Purchase Order in full compliance with these Terms and Conditions and adopted City policies and guidelines as provided to the Contractor, and in compliance with all other applicable laws and regulations.

b. The Contractor shall perform all services and prepare all documents in professional form, exercising the special experience, skill, and education required for such service.

c. The Contractor shall provide finished documents of presentation quality that evidence the highest standards of investigation, professional review, public participation, and presentation.

2. **SCHEDULE OF PERFORMANCE AND BUDGET.** The Contractor shall satisfactorily perform the services described in the Statement of Services and Purchase

Order within the Time Schedule stated or agreed to between the Contractor and the City. The Contractor shall review the remaining work and remaining budget at least monthly (or at such other interval as directed by City staff) and shall confirm that completion may be expected within the budget approved or, in the alternative, give immediate notice when it shall first appear that the approved budget will not be sufficient, together with an explanation for any projected insufficiency.

The Contractor shall immediately inform the City of any problems, obstructions, or deviations of which the Contractor becomes aware affecting Contractor's ability to complete the project in a timely, efficient, and competent manner.

3. RISK OF LOSS PRIOR TO FINAL ACCEPTANCE. Risk of loss from total or partial destruction of the work, prior to final acceptance, shall be borne by Contractor regardless of the cause. Contractor shall repair or replace such damages or destroyed work to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Contractor from completion of work.

4. COMPENSATION. Payment by the City to the Consultant for actual services rendered shall be made upon presentation of an invoice detailing services performed and authorized.

5. PERMITS AND LICENSES.

a. Contractor shall apply for and procure permits and licenses necessary for the work.

b. Contractor shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.

c. Contractor shall pay charges and fees in connection with permits and licenses.

APPENDIX A

APPENDIX A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

A1.1 SOURCE

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

A1.2 APPLICABILITY

2 CFR § 200.333 requires a sponsor to retain records pertinent to a Federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor's contracts and subcontracts of AIP funded projects.

Contract Types – The sponsor must include this provision in all contracts and subcontracts of AIP funded projects.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA with meeting the intent of this requirement. If the sponsor prefers to use different language, the sponsor's language must fully satisfy the requirements of §§ 200.333 and 200.336.

A1.3 CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

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

A2 AFFIRMATIVE ACTION REQUIREMENT

A2.1 SOURCE

41 CFR part 60-4

Executive Order 11246

A2.2 APPLICABILITY

Minority Participation. Sponsors are required to set goals for minority participation in AIP funded projects exceeding \$10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

To find the goals for minority participation, a sponsor must either refer to the Federal Register Notice or to the Department of Labor online document, "[Participation Goals for Minorities and Females](#)". EAs and SMSAs span state boundaries. A sponsor may have to refer to entries for adjacent states in order to locate the goal for the project location.

Female Participation. Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

Contract Types –

Construction – The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed \$10,000. Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection and other onsite functions incidental to the actual construction.

Equipment – The sponsor must incorporate this notice in any equipment project exceeding \$10,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at a manufacturer's plant (e.g. firefighting and snow removal vehicles).

Professional Services – The sponsor must incorporate this notice in any professional service agreement if the professional services agreement includes tasks that meet the definition of construction work [as defined by the U.S. Department of Labor (DOL)] and exceeds \$10,000. Examples include installation of monitoring systems (e.g. noise, environmental, etc.).

Property/Land – The sponsor must incorporate this notice in any agreement associated with land acquisition if the agreement includes construction work (defined above) that exceeds \$10,000. Examples include demolition of structures or installation of boundary fencing.

Use of Provision – MANDATORY TEXT. The sponsor must:

- (a) Incorporate the text of this provision in its solicitations without modification.
- (b) Incorporate the applicable minority participation goal and the covered area by geographic name.
- (c) Not simply insert a reference to the 1980 Federal Register Notice.

A2.3 SOLICITATION CLAUSE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: ***[sponsor must insert established goal]***

Goals for female participation in each trade: **6.9%**

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is **[sponsor must insert state, county, and city]**.

A3 BREACH OF CONTRACT TERMS

A3.1 SOURCE

2 CFR § 200 Appendix II(A)

A3.2 APPLICABILITY

This provision requires sponsors to incorporate administrative, contractual or legal remedies if contractor violate or breach contract terms. The sponsor must also include appropriate sanctions and penalties.

Contract Types – This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is now equal to \$150,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA as meeting the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of part 200. Select either "contractor" or "consultant" as applicable.

A3.3 CONTRACT CLAUSE

BREACH OF CONTRACT TERMS

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

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

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

A4 BUY AMERICAN PREFERENCE

A4.1 SOURCE

Title 49 USC § 50101

A4.2 APPLICABILITY

The Buy American Preference requirement in 49 USC § 50101 requires that all steel and manufactured goods used on AIP projects be produced in the United States. The statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

- 1) Applying the provision is not in the public interest;
- 2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
- 3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
- 4) Applying this provision would increase the cost of the overall project by more than 25 percent.

Timing of Waiver Requests. Sponsors desiring a Type 1 or Type 2 waiver must submit their waiver requests *before* issuing a solicitation for bids or a request for proposal for a project.

The sponsor must submit Type 3 or Type 4 waiver requests *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist. The FAA cannot review waiver requests with incomplete information. Sponsors must assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action.

Buy American Conformance List. The FAA Office of Airports maintains a listing of equipment that has received a nationwide waiver from the Buy American Preference requirements or that fully meet the Buy American requirements. The Nationwide Buy American Waiver List is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the Buy American Conformance list do not require additional submittal of domestic content information under a project specific Buy American Preference waiver.

Facility Waiver Requests. For construction of a facility, the sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

Contract Types –

Construction and Equipment – The sponsor must meet the Buy American Preference requirements of 49 USC § 50101 for all AIP funded projects that require steel or manufactured

goods. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

Professional Services – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

Property – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully comply with 49 USC § 50101.

There are two types of Buy American certifications. The sponsor must incorporate the appropriate "Certificate of Buy America Compliance" in the solicitation:

- Projects for a facility (buildings such as terminals, snow removal equipment (SRE) buildings, aircraft rescue and firefighting (ARFF) buildings, etc.) – Insert the Certificate of Compliance Based on Total Facility.
- Projects for non-facility development (non-building construction projects such as runway or roadway construction or equipment acquisition projects) – Insert the Certificate of Compliance Based on Equipment and Materials Used on the Project.

A4.3 SOLICITATION CLAUSE

A4.3.1 Buy American Preference Statement

BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

A4.3.2 Certificate of Buy American Compliance – Total Facility

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - To faithfully comply with providing U.S. domestic products.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

A4.3.3 Certificate of Buy American Compliance – Manufactured Product

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

A5 CIVIL RIGHTS - GENERAL

A5.1 SOURCE

49 USC § 47123

A5.2 APPLICABILITY

There are two separate civil rights provisions that apply to projects:

1. FAA General Civil Rights Provision and,
2. Title VI provisions, which are addressed in Appendix A6.

Contract Types – The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all sponsor contracts *regardless* of funding source.

Use of Provision – MANDATORY TEXT. There are two separate general civil rights provisions—one that is used for contracts, and one that is used for lease agreements or transfer agreements. The sponsor must incorporate the text of the appropriate provision without modification into the contract, or the lease or transfer agreement.

A5.3 CONTRACT CLAUSE (Use the Correct Clause for the Situation)

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A5.3.2 Clause that is used for Lease Agreements or Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

The (tenant/concessionaire/lessee) 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. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the

Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1 SOURCE

49 USC § 47123

FAA Order 1400.11

A6.2 APPLICABILITY

Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. These assurances require that the Recipient (the sponsor) insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

The clauses are as follows:

A6.2.1 Applicability of Title VI Solicitation Notice

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Title VI Solicitation Notice – <ul style="list-style-type: none">• Assurance 2 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses• Assurance 30d of the Airport Sponsor Assurances	1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and 2) All sponsor proposals for negotiated agreements regardless of funding source.	A6.3.1
Title VI Clauses for Compliance with Nondiscrimination Requirements <ul style="list-style-type: none">• Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses• Assurance 30e.1 of the Airport Sponsor Assurances	Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities) It has been determined that service contracts with utility companies that are not already subject to nondiscrimination requirements must include this clause.	A6.4.1

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Title VI Required Clause for Property Interests Transferred from the United States <ul style="list-style-type: none"> Assurance 4 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses Assurance 30e.3 of the Airport Sponsor Assurances 	<p>As a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.</p> <p>This is a rare occurrence and it will be the responsibility of the United States government to include the clause in the contract.</p>	Error! Reference source not found.
Title VI Required Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program – <ul style="list-style-type: none"> Assurance 5 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses Assurance 30e.4a of the Airport Sponsor Assurances 	<p>As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under Airport Improvement Program</p> <p>This applies to agreements such as leases where a physical portion of the airport is transferred for use, for example a fuel farm, apron space, or a parking facility.</p>	Error! Reference source not found.
Clause for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program <ul style="list-style-type: none"> Assurance 6 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses Assurance 30e.4b of the Airport Sponsor Assurances 	<p>In any future (deeds, leases, licenses, permits, or similar instruments) entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under Airport Improvement Program</p> <p>This applies to agreements such as leases of concession space in a terminal.</p>	Error! Reference source not found.
Title VI List of Pertinent Nondiscrimination Acts and Authorities <ul style="list-style-type: none"> Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses Assurance 30e.2 of the Airport Sponsor Assurances 	<p>Insert this list in every contract or agreement, unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities.</p> <p>This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.</p>	A6.4.2

A6.3 SOLICITATION CLAUSE

The sponsor must include this clause in:

- 1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and
- 2) All sponsor proposals for negotiated agreements **regardless of funding source.**

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

The sponsor must include this contract clause in:

- 1) Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and
- 2) Service contracts with utility companies that are not already subject to nondiscrimination requirements.

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6.4.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Insert this list in every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

A7.1 SOURCE

2 CFR § 200, Appendix II(G)

A7.2 APPLICABILITY

Contract Types – This provision is required for all contracts and lower tier contracts that exceed \$150,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR §200.

A7.3 CONTRACT CLAUSE

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A8.1 SOURCE

2 CFR § 200, Appendix II(E)

A8.2 APPLICABILITY

Contract Workhours and Safety Standards Act Requirements (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements

Contract Types –

Construction – This provision applies to all contracts and lower tier contracts that exceed \$100,000, and employ laborers, mechanics, watchmen, and guards.

Equipment – This provision applies to any equipment project exceeding \$100,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles).

Professional Services – This provision applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

Property – While most land transactions do not involve employment of laborers, mechanics, watchmen, and guards, under certain circumstances, a property acquisition project could require such employment. Examples include the installation of property fencing or testing for environmental contamination

Use of Provision – MANDATORY TEXT. Sponsors must incorporate this text without modification.

A8.3 CONTRACT CLAUSE

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a

rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A9 COPELAND “ANTI-KICKBACK” ACT

A9.1 SOURCE

2 CFR § 200, Appendix II(D)

29 CFR Parts 3 and 5

A9.2 APPLICABILITY and PURPOSE

The Copeland (Anti-Kickback) Act (18 USC 874 and 40 USC 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

Contract Types –

Construction – This provision applies to all construction contracts and subcontracts financed under the AIP that exceed \$2,000.

Equipment – This provision applies to all equipment installation projects (e.g. electrical vault improvements) financed under the AIP that exceed \$2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g. SRE and ARFF vehicles).

Professional Services –The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) include tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Property –Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the Copeland Anti-Kickback provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

Use of Provision – MANDATORY TEXT. 29 CFR Part 5 establishes specific language a sponsor must use in construction contracts. The sponsor may not make any modification to the standard language. Architectural/Engineering (A/E) firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “contractor” for “consultant” in such instances.

A9.3 CONTRACT CLAUSE

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS-BACON REQUIREMENTS

A10.1 SOURCE

2 CFR § 200, Appendix II(D)

29 CFR Part 5

A10.2 APPLICABILITY

The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

Contract Types –

Construction – Incorporate into all construction contracts and subcontracts that exceed \$2,000 and include funding from the AIP.

Equipment – This provision applies to all equipment installation projects (e.g. electrical vault improvements) financed under the AIP that exceed \$ 2, 000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor's plant (e.g. SRE and ARFF vehicles)

Professional Services – The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate this clause.

Property – Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

Fencing Projects – Fencing projects that exceed \$2,000 must include this provision.

Use of Provision – MANDATORY TEXT. 29 CFR part 5 establishes specific language a sponsor must use. The sponsor may not make any modification to the standard language. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term "Contractor" for "Consultant" in such instances.

A10.3 CONTRACT CLAUSE

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any

account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall

refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is

enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau,

withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

A11 DEBARMENT AND SUSPENSION

A11.1 SOURCE

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

A11.2 APPLICABILITY

The sponsor must verify that the firm or individual that it is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects. The sponsor accomplishes this by:

- 1) Checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred, or excluded;
- 2) Collecting a certification from the firm or individual that it is not suspended, debarred, or excluded; and
- 3) Incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

Contract Types – This requirement applies to *covered transactions*, which are defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions, as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 2 CFR part 180. For professional service agreements, sponsor may substitute bidder/offeror with consultant.

A11.3 SOLICITATION CLAUSE

A11.3.1 Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

A11.3.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.1 SOURCE

49 CFR part 26

A12.2 APPLICABILITY

A sponsor that anticipates awarding \$250,000 or more in AIP funded prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§ 26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project (§ 26.45).

Contract Types – Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

- 1) Clause in all solicitations for proposals for which a contract goal has been established,
- 2) Clause in each prime contract, and
- 3) Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

Use of Provision –

1. *Solicitations with a DBE Project Goal* – No mandatory language provided. 49 CFR §26.53 requires a sponsor's solicitation to address what a contractor must submit on proposed DBE participation. The language of A12.3.1 is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully satisfy these requirements. The sponsor may require the contractor's submittal on proposed DBE participation either at bid opening as a matter of responsiveness or within five days of bid opening as a matter of responsibility.
2. *Solicitations Relying on Race-gender Neutral Means* – No mandatory language provided. The language of A12.3.2 is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully satisfy requirements for a sponsor that is not applying a project specific contract goal but is covered by a DBE program on file with the FAA.
3. *Contracts Covered by DBE Program* – **MANDATORY TEXT PROVIDED.** Sponsors must incorporate this language if they have a DBE program on file with the FAA. This includes projects where DBE participation is obtained through race-gender neutral means (i.e. no project goal). Sections §26.13 and §26.29 establish mandatory language for contractor assurance and prompt payment. The sponsor must not modify the language.
4. Sponsors that are not required to have a DBE program on file with the FAA are not required to include DBE provisions and clauses.

A12.3 REQUIRED PROVISIONS

A12.3.1 Solicitation Language (Solicitations that include a Project Goal)

Information Submitted as a matter of bidder responsiveness:

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

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

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

Information submitted as a matter of bidder responsibility:

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

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

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

A12.3.2 Solicitation Language (Race/Gender Neutral Means)

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

A12.3.3 Prime Contracts (Projects Covered by a DBE Program)

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] 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 [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING

A13.1 SOURCE

Executive Order 13513

DOT Order 3902.10

A13.2 APPLICABILITY

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 subgrant.

Contract Types – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR §200.67 (currently set at \$3,500).

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully satisfy these requirements.

A13.3 CONTRACT CLAUSE

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

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

A14 ENERGY CONSERVATION REQUIREMENTS

A14.1 SOURCE

2 CFR § 200, Appendix II(H)

A14.2 APPLICABILITY

The Energy Conservation Requirements of 2 CFR § 200 Appendix II(H) requires this provision on energy efficiency.

Contract Types – The sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully satisfy these requirements. Sponsor may substitute "Contractor and subcontractor" with "Consultant and sub-consultant" for professional service agreements.

A14.3 CONTRACT CLAUSE

ENERGY CONSERVATION REQUIREMENTS

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

A15 DRUG FREE WORKPLACE REQUIREMENTS

A15.1 SOURCE

49 CFR part 32

Drug-Free Workplace Act of 1988 (41 U.S.C. 701 *et seq.*, as amended)

A15.2 APPLICABILITY

The Drug-Free Workplace Act of 1988 requires some Federal contractors and *all* Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does *not* apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

Contract Types – This provision applies to all AIP funded projects, but not to the contracts between the grantee (the sponsor) and a contractor, subcontractors, suppliers, or subgrantees.

Use of Provision – No mandatory or recommended text provided because the requirements do not extend beyond the sponsor level.

A15.3 CONTRACT CLAUSE

None.

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

A16.1 SOURCE

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

A16.2 APPLICABILITY

The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions — a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds \$10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

Contract Types —

Construction — The sponsor must incorporate contract and specification language in all construction contracts and subcontracts as required above.

Equipment — The sponsor must incorporate contract and specification language into all equipment contracts as required above that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles).

Professional Services — The sponsor must include contract and specification language into all professional service agreements as required above.

Property — The sponsor must include contract and specification language into all land acquisition projects that include work that qualifies as construction work as defined by 41 CFR part 60 as required above. An example is installation of boundary fencing.

Use of Provision — MANDATORY TEXT. 41 CFR § 60-1.4 provides the mandatory *contract* language. 41 CFR § 60-4.3 provides the mandatory *specification* language. The sponsor must incorporate these clauses without modification.

A16.3 MANDATORY CONTRACT CLAUSE

A16.3.1 EEO Contract Clause

EQUAL OPPORTUNITY CLAUSE

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

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

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

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

A16.3.2 EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

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

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other

contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

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

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

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

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

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor

by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing

subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

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

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

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.1 SOURCE

29 USC § 201, et seq

A17.2 APPLICABILITY

The U.S. Department of Labor (DOL) Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping, and child labor standards.

Contract Types – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce; producing goods for interstate commerce; or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person are covered by the FLSA.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA.

Professional Services – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the sponsor's agreement with a professional services firm must include the FLSA provision.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 29 USC § 201. The sponsor must select *contractor* or *consultant*, as appropriate for the contract.

A17.3 SOLICITATION CLAUSE

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

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A18.1 SOURCE

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

A18.2 APPLICABILITY

Consultants and contractors that apply or bid for an award of \$100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Contract Types – The sponsor must incorporate this provision into all contracts exceeding \$100,000.

Use of Provision – **MANDATORY TEXT.** Appendix A to 49 CFR Part 20 prescribes language the sponsor must use. The sponsor must incorporate this provision without modification.

A18.3 CONTRACT CLAUSE

CERTIFICATION REGARDING LOBBYING

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

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

grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

A19 PROHIBITION of SEGREGATED FACILITIES

A19.1 SOURCE

41 CFR § 60

A19.2 APPLICABILITY

The contractor must comply with the requirements of the EEO clause by ensuring that facilities they provide for employees are free of segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. This clause must be included in all contracts that include the equal opportunity clause, regardless of the amount of the contract.

Contract Types – AIP sponsors must incorporate the Prohibition of Segregated Facilities clause in any contract containing the Equal Employment Opportunity clause of 41 CFR §60.1. This obligation flows down to subcontract and sub-tier purchase orders containing the Equal Employment Opportunity clause.

Construction – Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Equipment – On site installation of equipment such as airfield lighting control equipment meets the definition of construction and thus this provision would apply. This provision does not apply to equipment projects involving manufacture of the item at a vendor's manufacturing plant. An example would be the manufacture of a SRE or ARFF vehicle.

Professional Services – Professional services that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include the installation of noise monitoring equipment.

Property/Land – Land acquisition contracts that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include demolition of structures or installation of boundary fencing.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 41 CFR § 60.

A19.3 CONTRACT CLAUSE

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.1 SOURCE

29 CFR part 1910

A20.2 APPLICABILITY

Contract Types – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The U.S. Department of Labor Occupational Safety and Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 20 CFR part 1910.

A20.3 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 PROCUREMENT OF RECOVERED MATERIALS

A21.1 SOURCE

2 CFR § 200.322

40 CFR part 247

Solid Waste Disposal Act

A21.2 APPLICABILITY

Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the Environmental Protection Agency (EPA) guidelines codified at 40 CFR part 247. When acquiring items designated in the guidelines, the sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Contract Types – This provision applies to any contracts that include procurement of products designated in subpart B of 40 CFR part 247 where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.

Construction and Equipment – Include this provision in all construction and equipment projects.

Professional Services and Property – Include this provision if the agreement includes procurement of a product that exceeds \$10,000.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 2 CFR § 200.

A21.3 CONTRACT CLAUSE

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A22 RIGHT TO INVENTIONS

A22.1 SOURCE

2 CFR § 200, Appendix II(F)

37 CFR §401

A22.2 APPLICABILITY

Contract Types -- This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*.

Use of Provision -- No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

A22.3 CONTRACT CLAUSE

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A23 SEISMIC SAFETY

A23.1 SOURCE

49 CFR part 41

A23.2 APPLICABILITY

Contract Types – This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

Professional Services— Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Construction – Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Equipment – Sponsor must include the construction provision if the project involves construction or structural addition to a building such as an electrical vault project to accommodate or install equipment.

Land – This provision will not typically apply to a property/land project.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 49 CFR part 41.

A23.3 CONTRACT CLAUSE

A23.3.1 Professional Service Agreements for Design

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A23.3.2 Construction Contracts

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction

Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

A24.1 SOURCE

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

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

A24.2 APPLICABILITY

The sponsor must ensure that no funding goes to any contractor who:

- Has been convicted of a Federal felony within the last 24 months; or
- Has any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

Contract Types – This provision applies to all contracts funded in whole or part with AIP.

Use of Provision – The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of DOT Order 4200.6.

A24.3 CONTRACT CLAUSE

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

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

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

A25 TERMINATION OF CONTRACT

A25.1 SOURCE

2 CFR § 200 Appendix II(B)

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

A25.2 APPLICABILITY

Contract Types – All contracts and subcontracts in excess of \$10,000 must address *termination for cause* and *termination for convenience* by the sponsor. The provision must address the manner (i.e. notice, opportunity to cure, and effective date) by which the sponsor's contract will be affected and the basis for settlement (i.e. incurred expenses, completed work, profit, etc.).

Use of Provision –

Termination for Default – **MANDATORY TEXT.** Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for Termination for Default under a construction contract. The sponsor must not make any changes to this standard language.

Termination for Convenience – No mandatory text provided. The sponsor must include a clause for termination for convenience. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

Equipment, Professional Services, and Property – No mandatory text provided. The sponsor may use their established clause language provided that it adequately addresses the intent of Appendix II(B) to Part 200, which addresses termination for fault and for convenience.

A25.3 CONTRACT CLAUSE

A25.3.1 Termination for Convenience

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.

5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

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

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

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

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

A25.3.2 Termination for Default

TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

TERMINATION FOR DEFAULT (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice-to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

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

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions

necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

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

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

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

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

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

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

A26 TRADE RESTRICTION CERTIFICATION

A26.1 SOURCE

49 USC § 50104

49 CFR part 30

A26.2 APPLICABILITY

Unless waived by the Secretary of Transportation, sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).

Contract Types – The trade restriction certification and clause applies to all AIP funded projects.

Use of Provision – MANDATORY TEXT. 49 CFR part 30 prescribes the language for this model clause. The sponsor must include this certification language in all contracts and subcontracts without modification.

A26.3 SOLICITATION CLAUSE

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

A27 VETERAN'S PREFERENCE

A27.1 SOURCE

49 USC § 47112(c)

A27.2 APPLICABILITY

Contract Types – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative, and supervisory positions, applies to covered veterans (as defined under § 47112(c)) only when they are readily available and qualified to accomplish the work required by the project.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 49 USC § 47112.

A27.3 CONTRACT CLAUSE

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.