

ROANOKE REGIONAL AIRPORT COMMISSION

REQUEST FOR PROPOSALS

FOR

PROFESSIONAL

AVIATION ARCHITECTURAL ON-CALL SERVICES

AND

AVIATION ENGINEERING ON-CALL SERVICES

RELATING TO DESIGN AND CONSTRUCTION ADMINISTRATION FOR

MULTIPLE CAPITAL PROJECTS

RFP No. 23-002

September 28, 2022

REQUEST FOR PROPOSALS
FOR PROFESSIONAL
AVIATION ARCHITECTURAL ON-CALL SERVICES
&
AVIATION ENGINEERING ON-CALL SERVICES
RELATING TO DESIGN AND CONSTRUCTION ADMINISTRATION
FOR MULTIPLE CAPITAL PROJECTS
RFP No. 23-002

Roanoke-Blacksburg Regional Airport is seeking qualified consultants with airport experience to provide architectural and engineering services in support of multiple capital projects. The Roanoke Regional Airport Commission hereby requests proposals from architectural firms and civil engineering firms for professional services relating to Capital Improvement Projects. It is anticipated that two firms will be selected for architectural services and two firms will be selected for engineering services. The successful respondents shall be on-call and shall provide services only as needed and requested by the Commission.

Interested firms should contact the Roanoke Regional Airport Commission, 5202 Aviation Drive, Roanoke, VA 24012, via email at corey.scott@flyroa.com, to obtain a copy of the Request for Proposals (RFP No. 23-002). Proposals must be prepared and submitted in accordance with the guidelines contained in the RFP, until 2:00 P.M. local time prevailing on October 27, 2022.

A pre-proposal meeting and facility site tour will be held at 10:00 A.M. on October 12, 2022 in the Commission's Conference Room A, located on the second floor of the terminal building. Although not mandatory, it is strongly recommended that any potential offerors should attend. No additional site tours will be offered.

All Offerors shall endeavor to afford Disadvantaged Business Enterprises (DBEs) a reasonable opportunity to participate in this project. If a particular project will be funded, at least in part, with federal AIP or BIL funds, then the Commission is expected to establish a project goal for DBE participation by the successful offeror. In addition, minority business enterprises will be afforded full opportunity to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

The Roanoke Regional Airport Commission reserves the right to waive any informalities, technicalities, or irregularities in a proposal, or to reject any and all proposals, or to re-advertise for proposals and to award or refrain from awarding Contracts for the services specified.

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

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The Roanoke Regional Airport Commission ("Commission") invites Architectural firms and Engineering firms (the "Offeror") to submit a proposal to perform professional consulting services related to Capital Improvement Projects at the Roanoke-Blacksburg Regional Airport on an "as needed and requested" basis for a specific term.

All Proposals must be prepared and submitted in accordance with the following instructions and requirements.

SECTION A INSTRUCTIONS FOR OFFERORS

1. Commission Contact

The Commission's Contracts Administrator, Corey Scott, is the primary contact for this Request for Proposals ("RFP"), and will provide written information and answers to questions concerning the content of this RFP in response to emails at corey.scott@flyroa.com received no later than the close of business on October 13, 2022. Copies of all written responses by Commission will be provided to all firms of record who have requested a RFP package.

2. Optional Pre-Proposal Meeting and Tour

A pre-proposal meeting, followed by a facility site tour, will be held at October 12, 2022 at 10:00 AM in the Commission's Conference Room A, located on the second floor of the terminal building (5202 Aviation Drive NW, Roanoke, VA 24012). Reservation should be made in advance by emailing Corey Scott at corey.scott@flyroa.com.

While attendance by potential offerors is encouraged, the meeting and site tour are not mandatory. No additional site tours will be offered.

3. Proposal Format and Content

- a. The proposal will be limited to a maximum of 25 written pages, plus the completed compliance and certification forms - included herein as Section E, Attachments "A", "B", "C", "D" and "E".
- b. Four (4) hard copies and one electronic version of the proposal must be submitted.
- c. The proposal shall consist of a clear, concise and relevant presentation of requested information, which shall easily demonstrate the Offeror's compliance with this RFP.
- d. The Offeror's proposal will be attached to and made a part of the written contract (see Section F), except to the extent the proposal is modified by the written agreement of the parties or is inconsistent with the contract, and must include information concerning the following:
 - i. Background of Offeror; including professional qualifications, breadth of services offered, financial resources, depth of personnel, office location(s), and reputation for timeliness, cost control, integrity and competence.
 - ii. Recent experience (no earlier than 2015) of Offeror in undertaking similar work and services, especially for public agencies and airports, on an "on call" basis, in providing some or all of the types of services for the projects listed in Section B.5 below. Include name of client, contact person and phone number, nature of project/work, the office or branch performing the work, date of completion, and whether Offeror was a prime or sub-consultant. **Offeror should specifically identify (by asterisk or otherwise) three recent contracts that best represent the proposed work and also include the key personnel involved in such projects.**
 - iii. Identify the office that will perform the work. If a branch office will do the work, the identity and capability of such office to perform independently of the home office; and/or the nature of, and capability to obtain, necessary support from the home or another branch office.
 - iv. Identification of the project team and key personnel, in particular the Project Executive, Project Manager (Commission's day-to-day contact). Please include the role each individual will play and the extent of involvement by each in the work. Include the experience of each team member in the role identified. Include office location of all such individuals.

- v. Process for providing a resident project representative (RPR) services if requested.
- vi. Experience and technical qualifications of all key personnel to provide significant services on the proposed contract.
- vii. Relevant experience of key personnel in performing similar services or projects, especially the Project Executive and the Project Manager. Include client names, contact person and phone number, year work was completed, firm for whom he/she worked during the project, and role or position he/she held during the project.
- viii. Availability of key personnel for the contract work; current workload of proposed Project Executive, Project Manager, and other key personnel, including multi-year engagements and projects.
- ix. Offeror's capacity to sustain loss of key personnel and/or major subconsultant(s).
- x. A detailed discussion of how Offeror would become familiar with the airport, its operation and procedures, its personnel, the security and other laws under which it operates, etc.
- xi. A detailed discussion of the tasks or steps the Offeror would undertake to establish, define and provide a proposal for each possible project.
- xii. Identification of exceptions to the proposed contract, including specific language proposed for any modifications to the contract terms.
- xiii. If Offeror and/or the proposed Project Manager have previously worked on or for an airport client:
 - a. Name of airport where work was undertaken, date and nature of work performed.
 - b. Offeror's and the Project Manager's familiarity with TSA regulations and airport security requirements for design and construction in secure areas of the terminal building and airport.
 - c. Offeror's familiarity with the requirements pertaining to grant procedures/requirements and the use of Federal AIP funds, as well as the FAA's regulations, advisory circulars, policies

and technical specifications, particularly as they pertain to this type of project.

- d. Offeror's familiarity with the use of Commonwealth of Virginia aviation entitlement funds and eligibility requirements.
- e. Offeror's familiarity with PFC eligibility for projects at non-hub airports.
- f. Offeror's familiarity with the FAA's Eastern Region Division, Washington Airport's District Office (ADO).
- xvi. Offeror's familiarity with local construction requirements/laws/regulations, including environmental requirements.
- xvii. Offeror is authorized to do business in Virginia as evidenced by a satisfactorily completed Compliance Form (see Section E, Attachment "A" of this RFP).
- e. **Firms must specifically identify on the proposal cover sheet which discipline or disciplines (Architectural, Engineering or both) the firm is qualified for and interested in providing services to the Commission under this solicitation.**

4. Submission and Opening of Proposals

- a. The proposal, without any information on proposed man-hours, costs or fees, should be mailed or delivered in a sealed envelope clearly marked in the lower left-hand corner "PROPOSALS FOR PROFESSIONAL AVIATION ARCHITECTURAL ON-CALL SERVICES FOR MULTIPLE CAPITAL PROJECTS" or "PROPOSALS FOR PROFESSIONAL AVIATION ENGINEERING ON-CALL SERVICES FOR MULTIPLE CAPITAL PROJECTS", RFP No. 23-002 to the offices of the Airport Commission no later than 2:00 P.M. on October 27, 2022. Proposals must be addressed as follows:

Corey Scott, Contracts Administrator
Roanoke Regional Airport Commission
5202 Aviation Drive NW
Roanoke, VA 24012

- b. Only proposals received in the Commission's Administrative Offices, Second Floor Terminal Building, prior to the date and time specified in Section 4.a. above shall be considered. Proposals received after said time

and date will be returned unopened. The time and date of receipt shall be recorded on the envelope(s). There shall be no public opening of any proposal submissions.

- c. All proposals submitted pursuant to this RFP will become the property of the Commission and will not be returned. Trade secrets or proprietary information submitted by an Offeror may not be subject to the Virginia Freedom of Information Act (Section 2.2-3700 et seq.), provided that the Offeror: (i) properly invokes the protections of Virginia Public Procurement Code Section 2.2-4342 for trade secrets or proprietary information prior to or upon submission of the data or other materials to be protected; (ii) clearly identifies the data or other materials in the proposal to be protected; and, (iii) states in writing the reasons why protection is necessary.

By submitting a proposal, the Offeror consents and agrees that, notwithstanding any express or implied claim of copyright, any and all proposal documents submitted to the Commission are not subject to copyright and, as such, may be copied; however, the release of such documents shall be governed by applicable law, in particular the Virginia Freedom of Information Act.

SECTION B. ADDITIONAL INFORMATION TO ASSIST RESPONDENTS

1. Tentative Schedule for Proposal Process

- a. Advertise for Proposals: September 28, 2022
- b. Pre-Proposal Meeting and Project Site tour offered: October 12, 2022
- c. Deadline for RFP questions: October 13, 2022
- d. Proposals due date: October 27, 2022
- e. Review by Commission is completed and short list of Offerors selected for interview: November 10, 2022
- f. Notify selected Offerors, schedule interviews: November 10, 2022
- g. Interviews to be conducted with selected Offerors: November 16-17, 2022
- h. Complete evaluations and reference checks: November 18, 2022

- i. Final ranking of Offerors prepared: November 18, 2022
- j. Notify Offerors of outcome: November 21, 2022
- k. Complete contract negotiations with top ranked Respondent; and complete negotiations: December 2, 2022
- l. Recommend Respondent to Commission for award of contract: December 20, 2022
- o. Final award(s) with delivery of executed contract(s) and notice to proceed: January 10, 2023

2. Background

The Roanoke Regional Airport Commission does not employ a staff of engineers or architects. As a result, it lacks the ability to quickly provide the design, review and other day to day professional services required for a complex aviation business facility. The Commission is seeking two (2) Aviation Architectural and two (2) Aviation Engineering contracts with firms which would be capable of providing general assistance, studies, planning, design, bidding, construction administration, construction management, inspection, peer and other reviews, testing, survey and other engineering and/or architectural assistance related to a variety of Capital Improvement Projects.

Pursuant to Virginia and Commission procurement laws/regulations, the contract would be for a term of one year or when the cumulative project fees reach the maximum cost authorized as set forth herein, with an option by the Commission to continue the contract for up to three additional one-year terms, subject to mutual agreement regarding fees and charges for each of the option terms and each individual project.

The services of the successful Offeror(s) will be provided only “as needed and requested” by the Commission; there is no guarantee that the successful Offeror(s) will actually perform work for the Commission; the contract shall not be exclusive.

Also pursuant to applicable law, the project fee for any single project that the successful Offeror(s) may be asked to undertake pursuant to this RFP, or for which it is requested to provide a proposal, may not exceed \$2,500,000 (\$2.5 million); however, the total of all projects awarded by the Commission to the Offeror each year of the term pursuant to this RFP may not exceed \$10,000,000 (\$10 million). Any single project fee expected to exceed \$125,000 must first be authorized by the Commission Board.

The Commission specifically retains the right to cancel all or part of any project and/or any phase of a project with or without cause, paying the successful Offeror for all work satisfactorily performed up to the date of cancellation.

Please be advised that the Commission does not utilize AIA documents for its professional services or construction contracts.

Offerors are also advised that the Commission may seek federal AIP funds, state entitlement and/or discretionary funds, or it may seek PFC reimbursement of any funds previously expended, for any or all of the projects for which Offeror may be requested to provide services. In such case, Offeror shall comply with all applicable rules, regulations, procedures, reporting requirements, etc. related to the acceptance, use and/or expenditure of such funds.

3. Reservation of Right

The Commission specifically reserves the right to enter into a non-exclusive contract or contracts with one or more firms responding to this RFP or another RFP for all or part of the work referenced herein. It also specifically reserves the right not to enter a contract with any firm responding to this RFP, but rather reject all proposals and, in its sole discretion, to re-advertise for proposals for any part or all of the project referenced in this RFP.

Further the Commission specifically reserves the right to use or not use the Successful Offeror's services, as it sees fit. The contract shall not be an exclusive contract nor shall it entitle the Successful Offeror to the right to perform any services for Commission. There is no minimum or guaranteed amount, level or type of services that Successful Offeror shall be requested to provide.

4. Terms and Conditions of the Contract

A description and identification of the nature of the Services and Projects are provided in Section 5 below. In addition to the general description below for the possible projects, detailed descriptions of normal construction phases, the general requirements and the contractual terms and conditions to govern the Successful Offeror(s) and the Commission, are included in the Section F "Proposed Contract."

5. Scope of Work

a. Scope of Services Description

The selected architectural firm(s) and engineering firm(s) will be required to perform planning, programming, studies, design, construction administration and inspection (CA&I) services on an as-needed basis, to support the Commissions' Capital Improvement Plan. Individual projects will be identified by Commission staff for implementation under the Capital

Program. Projects will differ in size, scope and complexity. At any given time, there may be a number of projects in various stages of implementation. The selected architectural firm(s) and engineering firm(s) will be required to manage all projects in all phases simultaneously, and to coordinate with Commission staff and the construction contractors.

The Design Services scope of work may include, but is not limited to:

- Facilitate design meetings and prepare meeting minutes.
- Prepare and present periodic project status updates to AVN management, as requested.
- Perform project assessments, alternative analysis, and cost benefit analysis.
- Perform design services with emphasis on civil, structural, mechanical and electrical type of work.
- Develop construction documents and specifications adhering to City of Roanoke and Commission standards and requirements.
- Assist with bidding and reviews of construction contracts.
- Prepare independent cost estimates.
- Prepare schedules and phasing plans

The Construction Administration and Inspection Services scope of work may include, but is not limited to:

- Facilitate/attend construction meetings and prepare meeting minutes.
- Prepare and present periodic project status updates to Commission management, as requested.
- Perform on-site examination of materials, equipment, and workmanship.
- Keep the Commission informed of the progress of the work, and will guard the Commission against defects and deficiencies in such work and will disapprove or reject work failing to conform to the contract documents.
- Provide quality control services during the course of construction to assure the overall technical correctness of the construction services are being followed and construction schedule is being met.
- Arrange and coordinate special inspections for structural, mechanical, and electrical work as required.
- Prepare independent cost estimates.
- Review and approve shop drawing submittals.
- Assist with reviews of contractor documents.
- Prepare, respond to and/or review: meeting minutes, correspondence, scope of work and cost proposals, change

orders, schedules, Requests for Information (RFIs), submittals, adjustments, test data, project data, etc.

- Upload project related documentation into the Commissions electronic filing system in a timely manner.
- Review contractors' payment requests
- Conduct substantial completion inspections and create a list of items to be completed or corrected.
- Conduct final completion inspections and ensure completion of all items identified during the substantial completion inspections.
- Develop record documents.
- Perform close-out related services.
- Participate in warranty inspections.

The selected architectural firm(s) and engineering firm(s) will be knowledgeable in regulatory requirements associated with the operation and maintenance of airports, and will be responsible for coordinating with regulatory agencies such as Federal Aviation Administration (FAA), Transportation Security Administration (TSA), Virginia Department of Aviation (DOAV) and the City of Roanoke Planning, Building & Development Department.

b. Project Type Description

Architectural Services: Planning, Design and Construction Administration for projects including, but not limited to:

- New Aviation Facility Projects
- Demolition, Renovation, Expansion and Maintenance/Repair Projects
- Tenant Improvement Projects
- Building Systems Projects including Civil, Mechanical, Electrical, Plumbing, etc.
- Landscaping projects
- Baggage Handling Systems
- Passenger Loading Bridge Systems
- Aviation Technology Systems
- Aviation Security Systems
- Fire Life/Safety Systems
- Vertical Transportation Systems
- Terminal and Roadway Signage Systems
- Underground and above ground utilities (water, sewer, electrical, etc.)
- Environmental Services (asbestos, mold, lead paint abatement, monitoring wells, etc.)

- Americans with Disabilities Act (ADA) modifications
- Bridge repairs (structural and maintenance)
- Cost Estimating
- Inspection Services
- Preparation of Lease Exhibits, Planning Studies related to Aviation Facilities
- Review of ROA business partner's Tenant Improvement Projects for conformance to standards.
- Third Party Consultant Fee Review

Engineering Services (2 firms):

Planning, Design and Construction Administration for projects including but not limited to:

- New Airfield and Landside Engineering Projects
- Demolition, Reconfiguration, Rehabilitation, Expansion and Maintenance/Repair Projects
- Earthwork and Dust Stabilization Projects
- Concrete Paving and Flatwork
- Asphalt Pavement Overlay and Rehabilitation
- Utility Projects (water, sewer, electrical, stormwater etc.)
- Americans with Disabilities Act (ADA) modifications
- Roadway and Airfield Striping and Markings
- Bridge repairs (structural and maintenance)
- Landscaping Projects
- Parking Systems
- Grading and Drainage Systems
- Safety and Security Systems (loop detectors, barriers, attenuators, etc.)
- Roadway and Airfield lighting and Signage Systems
- Airfield and Landside Maintenance
- Cost Estimating
- Inspection Services
- Surveys and Soils reports
- Review of ROA business partner's Tenant Improvement Projects for conformance to standards.
- Third Party Consultant Fee Review

All services to be provided on an as needed and as requested by the Commission for projects related to Commission owned buildings.

6. Contract Administration

It is anticipated that for the provision of some services, the Successful Offeror will be paid on an hourly basis or estimated fee at the rates previously negotiated between the parties and incorporated into the contract; however, for most projects, the scope of specific services, as well as lump sum fees or fees not to exceed a certain dollar value, will be negotiated and incorporated into the Contract by written amendment.

7. Schedule

It is anticipated that the Commission will award the contract for these professional consulting services in winter of 2023.

8. Other Projects

The Commission anticipates that work on other projects, perhaps involving other Consultants, will be undertaken during the time the Successful Offeror is undertaking services pursuant to this Contract. The Successful Offeror shall cooperate with and provide whatever relevant information may be required, if any, by other consultants and contractors working for the Commission.

9. DBE Participation

On federally funded projects, the Roanoke Regional Airport Commission generally establishes a DBE goal for both the professional services and the construction contract for each project. If the successful Offeror is involved in such a federally funded project, it will be tasked with meeting the DBE goal proposed by the Commission for such project.

In such case, the Offeror shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, to subcontract the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE) equal to or exceeding the goal established by the Commission. Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. Each Offeror will be required to submit information with its Proposal concerning the DBE's that will participate in the proposed contract. The information will include: (1) the name and address of each DBE; (2) a description of the work to be performed by each named firm; (3) proof of DBE certification and (4) percent of the dollar value of the contract which will be paid to the DBE. Prior to the contract being executed, the Successful Offeror shall be required to provide a written and signed confirmation from the DBE(s) that it is or they are participating in the contract as provided in the Successful Offeror's proposal. If the Offeror fails

to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made a good faith effort to do so.

Roanoke Regional Airport Commission's DBE consultant is Ken Weeden & Associates. The Commission's DBE Program and Plan will be made available for review to any Offeror upon request.

10. Fee Review for AIP Funded Projects

Federal Grant Regulations require that an independent fee review be undertaken by the Commission for any AIP funded contract where the Consultant's fee will meet or exceed \$100,000. The successful Offeror shall fully and completely cooperate and participate in any such process.

SECTION C. EVALUATION AND SELECTION PROCESS

1. Initial Evaluation of Proposal

Based on the written proposals received and the applicable evaluation criteria specified below, two or more Offerors deemed fully qualified, responsible and suitable to provide the requested services will be selected for discussions in a panel interview format. Individual interviews will then be scheduled with the selected Offerors.

All other Offerors shall be notified that they were unsuccessful.

2. Oral Presentation

At the Commission's option, it may require some or all Offerors to participate in an oral presentation process. These presentations will be conducted by the Commission, at the Commission's offices and will be no longer than one hour in length, with a minimum of fifteen minutes being reserved for questions by the Evaluation Panel. The oral presentation will provide an opportunity for the offeror to clarify or elaborate on the proposal. This is a presentation and explanation session only and will not include negotiation.

The Commission will schedule the time and location of these presentations and notify offerors selected for the oral presentations of their appointment times and location. Oral presentations are an option of the Commission and may or may not be conducted.

Should an Offeror receive a request for an oral presentation, the evaluation criteria relative to the oral presentation will be detailed in a written notice of the request.

The executive/partner/principal of Offeror assigned to the contract, as well as the proposed Project Manager, shall be required to attend the interview. Other key

personnel of the Offeror may attend as needed to present the firm's qualifications. No sales or marketing personnel shall be present.

Offerors are cautioned that oral presentations are at the sole discretion of the Commission, and the Commission is not obligated to request or require such. Accordingly, Offerors should submit proposals that are as comprehensive as possible yet concise and to the point, clearly describing the details of services that the Offeror intends to provide to the Commission and responding to the requirements of this RFP. This RFP does not commit the Commission to pay costs or expenses of any kind incurred by the various Offerors during proposal preparation, submittal or presentations, if any. Responses to this RFP are neither required nor encouraged to prepare speculative creative examples.

Based upon the written proposals, the applicable evaluation criteria specified below, and the oral presentations (if applicable), the panel shall rank those firms which have been interviewed.

3. Proposal Evaluation Criteria

Up to two architectural firm(s) and up to two engineering firm(s) will be selected through a qualifications-based selection process based on the criteria below. Sub-criteria are listed in order of importance in relation to project services. Roanoke-Blacksburg Regional Airport project experience is not required.

A. Design Services Experience of the Firm (10 points)

Describe the experience and qualifications of your firm in providing aviation design services for similar projects. Identify projects the submitting firm has completed. For each project listed, provide:

1. Description of the project including scope and project owner
2. Role of the firm and an explanation of how this relates to the services being solicited
3. Project's original design contract value, final design contract value, and reason for variance

B. Construction Administration and Inspection Services Experience of the Firm (10 points)

Describe the experience and qualifications of your firm in providing aviation construction administration and inspection (CA&I) services for similar projects. Identify projects the submitting firm has completed. Include assigned CA&I personnel if different from personnel performing design services. For each project listed, provide:

1. Description of the project including scope and project owner

2. Role of the firm and an explanation of how this relates to the services being solicited
3. Project's original construction contract value, final construction contract value, and reason for variance

C. Design Services Experience of the Key Personnel (15 points)

Describe the experience and qualifications of the key personnel expected to be assigned in providing design services for similar projects. Identify each team member's role in the projects identified. For each key person identified, list their length of time with the firm and at least two comparable projects in which they have played a primary role. If a project selected for a key person is the same as one identified for the firm, provide just the project name and the role of the key person. For other projects listed, provide:

1. Description of the project including scope and project owner
2. Role of the team or team member and an explanation of how this relates to the services being solicited
3. Project's original design contract value, final design contract value, and reason for variance

D. Construction Administration and Inspection Services Experience of Key Personnel (15 points)

Describe the experience and qualifications of the key personnel expected to be assigned in providing construction administration and inspection services for similar projects. Identify each team member's role in the projects identified. Include assigned CA&I personnel if different from personnel performing design services. For each key person identified, list their length of time with the firm and at least two comparable projects in which they have played a primary role. If a project selected for a key person is the same as one identified for the firm, provide just the project name and the role of the key person. For each project listed, provide:

1. Description of the project including scope and project owner
2. Role of the team or team member and an explanation of how this relates to the services being solicited
3. Project's original construction contract value, final construction contract value, and reason for variance

E. Project Understanding and Management, Approach, and Responsiveness (30 points)

Describe your firm's understanding of the on-call aviation design process, and identify important considerations such as project issues and challenges

that you would encounter working on aviation projects. Describe the team's approach to the projects, including important considerations such as control of scope, schedule, and budget.

1. Describe your firm's familiarity with the on-call aviation design process and identify issues and/or challenges that you would encounter working on aviation projects.
2. Describe your firm's knowledge of the Federal Aviation Administration (FAA) Rules and Regulations
3. The selected firm will be receiving multiple task assignments under this contract. Describe how your firm will approach:
 - a. Managing multiple task assignments simultaneously
 - b. Providing expedited services on requests for proposals and deliverables
 - c. Providing quick turn-around times to inquiries
 - d. Prioritizing staffing in relation to importance of assigned projects and schedule requirements
 - e. Discuss any extraordinary aspects of similar projects and how your firm managed them
 - f. Include a brief description of your approach to project issues such as troubleshooting, dispute resolution, submittal of reports, submittal of samples, and any other pertinent matters.

F. Staffing Information for Key Personnel (15 points)

Provide the following:

1. Team's availability and commitment to the project, including sub-consultants
2. Team's plan to maintain continuity of the proposed services
3. Organization chart showing key personnel, current professional licenses or certifications, and assigned roles for both Design and Construction Administration and Inspection Services for the project.
4. Identify the location of the lead firm's principal office and the home office location of key staff on this project.

G. Reference Check (5 points)

Use the form provided (Section E, Attachment C) to obtain at least three references (it is preferred no more than one be a Roanoke-Blacksburg Regional Airport project). If your firm has not completed prior projects with other agencies, you will not be penalized.

SECTION D. CONTRACT AWARD

1. General

The Commission specifically reserves the right to enter into a contract or contracts for the multiple projects with one or more Offerors, to reject all proposals for this specific contract, and/or to issue a new Request for Proposals at any time for future projects.

2. Negotiations

At the conclusion of interview process described in Section C.2. above, on the basis of evaluation factors identified in this Request for Proposals and all information developed during the selection process to this point, the two or more Offerors whose qualifications and proposed services are deemed most meritorious shall be selected in order of preference. Negotiations shall then be conducted, beginning with the Offeror ranked first to more fully develop and define a scope of services and contract terms. All remaining Offerors shall be informed that negotiations have been initiated with the firm ranked first.

Based on the contract negotiated and agreed upon by both parties, the first ranked Offeror shall submit a proposed fee schedule to remain in effect for a period of one year. This submission shall also contain a listing of fees by personnel name, employee number, level or type, e.g. principal, project manager, engineer, etc.

If a contract that is satisfactory and advantageous to the Commission can be negotiated at a price considered fair and reasonable, authorization to award to that Offeror shall be recommended for formal approval and award by the Commission, subject to FAA concurrence if the Commission believes that one or more projects may be AIP funded. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price.

3. Contract Award

The Executive Director is expected to make a recommendation of contract award to the Roanoke Regional Airport Commission for its consideration and approval. Formal award of the contract is expected to be made by the Commission after considering the recommendation of the Executive Director.

4. Rejection of Proposals

The Commission reserves the right to accept or reject any and all proposals, and to waive any informality in any proposal. The Commission reserves the right to negotiate with the selected Offeror in order to best serve the needs of the Commission, in respect to both cost and effectiveness.

5. **Execution of Contract**

The Successful Offeror shall be required, within twenty (20) consecutive calendar days after the receipt of a notice of contract award and the proposed contract, to execute and return the Contract in substantially the form contained herein, as well as any required insurance documentation and the Certification of Engineer/Architect (see Section "E" Attachment "B"). Should the Successful Offeror fail to execute and return the Contract, insurance, and Certification within the time allowed, the Executive Director may proceed to negotiate with the next highest ranked Offeror and the Commission will rescind the earlier award and re-award the Contract at a later meeting.

6. **Final Award**

The award shall not be final and effective, nor shall the Commission be legally bound, until the Commission has approved the award, the FAA has approved the award if desired by the Commission, and the contract has been the fully executed and returned to the successful Offeror.

All remaining Offerors will be informed of the final award.

7. **No Debriefing of Respondents**

The Commission uses a panel format for evaluations of all proposals and interviews; as a result, no single individual is responsible for determining the ranking of the various Offerors, nor is a single individual privy to each panelist's ideas concerning the strengths or weaknesses of each Offeror's proposal and presentation. **Therefore, no debriefing by or regarding Offerors will occur.**

SECTION E. - ATTACHMENTS

ATTACHMENT A

COMPLIANCE FORM

Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth

Pursuant to Virginia Code Section 2.2-4311.2 (effective July 1, 2010), each bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, (1950), as amended, or as otherwise required by law, is required to include in its bid or proposal its Virginia State Corporation Commission (SCC) Identification Number. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under title Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Please complete the following:

- A. _____ Bidder/Offeror is a Virginia business entity organized and authorized to transact business in Virginia and such bidder's/offeror's SCC Identification Number is:
_____.
- B. _____ Bidder/Offeror is an out-of-state (foreign) business entity authorized to transact business in Virginia and such bidder's/offeror's SCC Identification Number is:
_____.
- C. _____ Bidder/Offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

_____.

Please attach additional sheets of paper if more space is needed to explain why such bidder/offeror is not required to be authorized to transact business in Virginia)

NAME OF BIDDER _____

ADDRESS _____

SIGNATURE _____

NAME (TYPE OR PRINT) _____

OFFICIAL TITLE _____

DATE _____

TELEPHONE NO. () _____

EMAIL: _____

"REGISTERED VIRGINIA CONTRACTOR" NO. _____

ATTACHMENT B

CERTIFICATION OF ENGINEER/ARCHITECT

I hereby certify that I am the _____ and duly authorized representative of the firm of _____ whose address is _____ and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract, except as here expressly stated (if any): none

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

By: _____

Title: _____

Date: _____

ATTACHMENT C
REFERENCE FORM

Indicate below a listing of at least five (5) recent references for which you have provided this type of service for airport organizations, and c-level, mid-size corporate entities. Include the date of service and the name, address and phone number of the person the Airport may contact.

1.	Entity Name:	_____
	Address:	_____
	Telephone Number:	_____
	Contact Name:	_____
	Title:	_____
	Term of Contract:	_____
2.	Entity Name:	_____
	Address:	_____
	Telephone Number:	_____
	Contact Name:	_____
	Title:	_____
	Term of Contract:	_____
3.	Entity Name:	_____
	Address:	_____
	Telephone Number:	_____
	Contact Name:	_____
	Title:	_____
	Term of Contract:	_____
4.	Entity Name:	_____
	Address:	_____
	Telephone Number:	_____
	Contact Name:	_____
	Title:	_____
	Term of Contract:	_____
5.	Entity Name:	_____
	Address:	_____
	Telephone Number:	_____
	Contact Name:	_____
	Title:	_____
	Term of Contract:	_____

ATTACHMENT D

RIGHTS IN DATA AND RIGHTS IN INVENTIONS

Contractor by entering into this Contract with the Commission to perform services associated with or in requirement of the conditions stated in this Contract does, by affixing their authorized signature on the lines provided below, agree to the following:

1. That no sole rights to data provided in the submission or in fulfillment of contract requirements exist within the domain of the Contractor.
2. That all data provided in the submission or in the documents provided in fulfillment of this Contract become the property of the Commission for its use and benefit.
3. That no data submitted in documents required for Contract fulfillment will be regarded by the Commission as proprietary to the Contractor.
4. “Intellectual Property Rights” or “IPR” means all intellectual property rights, including any rights in any invention, patent, discovery, improvement, know-how, utility model, trade-mark, copyright, industrial design, mask work, integrated circuit topography, and trade secret, and all rights of whatsoever nature in computer software and data, confidential information, and all intangible rights or privileges of a nature similar to any of the foregoing, including in every case in any part of the world and whether or not registered, and shall include all rights in any applications and granted registrations for any of the foregoing.
5. “Joint IPR” means the Intellectual Property Rights conceived, created, developed, or reduced to practice in a Project pursuant to this Contract.
6. Intellectual Property Ownership. The Commission shall own all right, title, and interest in any Intellectual Property conceived, developed, created, or reduced to practice pursuant to this Contract, and Contractor shall have no ownership interest therein. Contractor hereby irrevocably transfers, conveys, and assigns to Commission all of its right, title, and interest therein and in any property owned or to be owned by the Commission under this Contract. Contractor shall execute such documents, render such assistance, and take such other action as Commission may reasonably request, at Commission’s reasonable expense, to apply for, register, perfect, confirm, and protect the Commission’s Intellectual Property ownership interests. The Commission has the exclusive right to apply for or register any patents, mask work right, copyrights, and such other proprietary protections with respect thereto.
7. All documents including artwork, copy, posters, billboards, photographs, video tapes, audio tapes, systems designs, drawings, estimates, field notes, investigations, software, reports, diagrams, surveys, analysis, studies or any other

original works of authorship created by Contractor in the performance of this Contract are to be and remain "works for hire" under Title 17, United States Code, and the property of the City and all copyright ownership and authorship rights in the works shall belong to the City pursuant to 17 U.S.C. § 201(b). If the works that is/are the subject matter of this Contract are deemed to not be work for hire, then Contractor hereby assigns to the Commission all of its right, title, and interest for the entire world in and to the works and the copyright therein. Contractor agrees to cooperate and execute additional documents reasonably necessary to conform with its obligations under this paragraph.

8. All Joint IPR will be the exclusive property of the Commission, and the Contractor hereby assigns all its right, title, and interest in the same to the Commission. Any and all intellectual property conceived by the Contractor prior to the term of this Contract and utilized by it in rendering duties to the Commission are hereby licensed to the Commission for use in its operations and for an infinite duration. This license is non-exclusive and may be assigned without the Contractor's prior written approval by the Commission. Contractor agrees to provide all reasonable assistance requested by the Commission for the registration and protection of such intellectual property rights free of charge.

Bidder's/Contractor's Firm Name

Signature of Contractor's Authorized Agent

Name and Title of Contractor's Authorized Agent

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
0348-0046

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

4. Name and Address of Reporting Entity:

Prime SubAwardee

* Name

* Street 1 Street 2

* City State Zip

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: <input type="text" value=""/>	7. * Federal Program Name/Description: <input type="text" value=""/> CFDA Number, if applicable: <input type="text" value=""/>
---	---

8. Federal Action Number, if known: <input type="text" value=""/>	9. Award Amount, if known: \$ <input type="text" value=""/>
---	---

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature:

* Name: Prefix * First Name Middle Name
 * Last Name Suffix

Title: Telephone No.: Date:

SECTION F. - PROPOSED CONTRACT

PROPOSED CONTRACT FOR PROFESSIONAL
AVIATION ARCHITECTURAL ON-CALL SERVICES
&
AVIATION ENGINEERING ON-CALL SERVICES
RELATING TO DESIGN AND CONSTRUCTION ADMINISTRATION
FOR MULTIPLE CAPITAL PROJECTS

**ROANOKE REGIONAL AIRPORT COMMISSION
AGREEMENT FOR PROFESSIONAL
AVIATION ARCHITECTURAL ON-CALL SERVICES
&
AVIATION ENGINEERING ON-CALL SERVICES
RELATING TO DESIGN AND CONSTRUCTION ADMINISTRATION
FOR MULTIPLE CAPITAL PROJECTS**

THIS AGREEMENT ("Contract"), made at Roanoke, Virginia, this ___ day of _____, in the year 202__, by and between the Roanoke Regional Airport Commission (the "Owner" or "Commission"), and _____ ("Consultant") , pursuant to Resolution No. XX-XXX, adopted by the Commission on _____, 202__.

WITNESSETH:

WHEREAS, the Commission desires to retain the Consultant to provide professional services related to construction projects for multiple capital projects necessary for day to day operations at the Roanoke-Blacksburg Regional Airport (the "Work" or "Services"), on an "as needed" and "as requested" basis; and

WHEREAS, the Consultant agrees to furnish some or all of the necessary professional services set forth herein, as requested;

NOW THEREFORE, in consideration of the benefits which will accrue to the parties hereto by virtue of this Contract and respective covenants herein contained, **IT IS MUTUALLY COVENANTED AND AGREED AS FOLLOWS:**

ARTICLE 1 - GENERAL PROVISIONS

- 1.1 **General Conditions.** General Conditions applicable to this Contract, the Project and the actions of the parties hereto, are attached as **Exhibit "1"** and by this reference fully incorporated herein.
- 1.2 **Notice to Proceed.** The Consultant shall not proceed to furnish professional services on any Phase of the Project pursuant to this Contract until the Commission's Executive Director has given a Notice to Proceed in writing.
- 1.3 **Engineer/Architect's Certificate.** Prior to the Commission's execution of this Contract, the Consultant shall return to the Commission, after due execution, the "Certificate of Engineer/Architect" which is attached to Section E of the RFP as Attachment B.

- 1.4 **Effective Date.** This Contract shall not be effective until all of the following events have occurred: (1) the Commission has awarded the Contract to the Consultant; (2) the Contract has been duly executed by both parties; (3) the Executed Contract has been returned to Consultant; and (4) the Contract award, as well as the Contract itself, have been approved by the federal and/or state officials, if applicable.
- 1.5 **Standard of Care.** The Consultant shall perform the professional services appropriate and required under this Contract in a manner consistent with that degree of care and skill as is ordinarily exercised by members of Consultant's profession under similar circumstances. These services shall be performed as expeditiously as possible, consistent with such standards, and shall be performed in accordance with all applicable professional guidelines and codes. The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished pursuant to this Contract. The Consultant shall be liable to the Commission for damages caused by Consultant's failure to provide professional services to the degree required.
- 1.6 **Attendance at Conferences.** Consultant shall attend all necessary conferences and meetings with the Commission or its representatives during all phases of the services, and the Executive Director shall be notified in advance by Consultant if a conference is called by a party other than said Executive Director.
- 1.7 **Acceptance of Consultant's Design.** Acceptance and approval of drawings and specifications by any official, employee or agent of the Commission shall constitute only acknowledgment of review of said drawings and specifications by Commission and shall not relieve or excuse the Consultant from responsibility for any errors, omissions or conflicts in drawings and specifications, and no fee or compensation will be paid to the Consultant for the cost of rectifying any work required on account of such errors or omissions.
- 1.8 **Commission to Provide.** The Commission shall make available to the Consultant all technical data that is in the Commission's possession and requested by Consultant, if any, including maps, surveys, property descriptions, borings, test results, condition reports, inspections, drawings, as-built drawings and other available information requested by the Consultant and relating to its work. Commission does not certify to the accuracy of such documents and Consultant shall be solely responsible for any use or reliance by Consultant upon such information in performing its services hereunder.
- 1.9 **Commission to Pay or Acquire.** The Commission shall pay for publishing costs for advertisements of notices, public hearings, requests for bids, and other similar items; shall pay for all permits and licenses that may be required by Local, State, or Federal authorities; and shall secure the necessary permits, easements, right-

of-way required for the Project.

- 1.10 **Conformity with Applicable Laws and Regulations.** The Consultant, its officers, agents, employees and any other persons over whom the Consultant has control shall comply with all present and future laws, regulations, rules, ordinances, and codes of federal, state and other local governmental bodies, all Advisory Circulars issued by the FAA, and all directives of the Commission or Executive Director, applicable to the design and construction of the Project, or affecting directly or indirectly the Consultant's operation and activities on or in connection with the Airport. The Consultant shall defend and indemnify Commission, its officials, Board members, officers and employees, and defend and pay all costs, expenses, claims, fines, penalties and damages, including attorney's fees, that may in any manner arise out of, or be imposed because of, the Consultant's failure to comply with this paragraph whether or not assessed by any governmental body against the Commission as either property owner or as Airport operator. The Commission and Consultant each agree to attempt to give notice promptly to the other of any notice of violation received by either party.
- 1.11 **Compliance with Laws and Regulations Governing Hazardous Wastes.** While on Commission's property and in its performance of this Contract, the Consultant shall not transport, dispose of, or release any hazardous substance, material or waste, except as necessary in the performance of its Work under this Contract and the Consultant shall comply with all federal, state, and local laws, rules, codes, regulations and ordinances controlling air, water, noise, solid wastes and other pollution, and relating to the storage, transport, release, or disposal of hazardous materials, substances or waste.
- 1.12 **Notices.** All notices which may be proper or necessary to be served, and payments to be made, hereunder shall be sent by regular mail, postage prepaid, to the following addresses and to such other address as either party may hereafter designate for such purpose in writing.

To Commission:

c/o Executive Director
Roanoke Regional Airport Commission
5202 Aviation Drive
Roanoke, Virginia 24012

To Consultant:

- 1.13 **Compliance with Federal Employment-related Laws.** For any project that will be funded in part with Federal AIP grant funds, the Consultant agrees that it shall comply with federal laws and regulations applicable to projects receiving federal

airport funds. In particular, Consultant understands and agrees to comply with the federal laws and requirements identified in **Exhibit 2** of this Contract.

- 1.14 **Cooperation with Other Consultants.** In the event Commission shall employ other architects, engineers or consultants, Consultant shall cooperate, coordinate with and assist such engineers, architects, or consultants in a manner that will best further serve and protect the Commission's interests.

ARTICLE 2 – TERM; CONTRACT FEE LIMITS AND CONTRACT ADMINISTRATION

- 2.1 **Term.** Unless otherwise terminated pursuant to the terms hereof, the initial term of this Contract shall be for a period of one-year term commencing upon the date of execution by Commission. The Contract shall terminate one year later, or when the cumulative total project fees reach the maximum cost as authorized in this Contract, whichever occurs sooner. The Commission shall have the option to extend the contract term for up to three additional one-year terms, upon the parties' mutual agreement as to the fees and charges to be paid for Consultant's services during each of such option years, with such terms beginning on the anniversary date of the original contract each calendar year.
- 2.2 **Contract Fee Limit.** The cumulative total of all project fees contracted for in a single one-year contract term shall not exceed \$10,000,000 and the project fee for any single project shall not exceed \$2,500,000; however, any project where the total fees to be paid to Consultant are expected to exceed \$125,000 must be specifically approved by the Commission Board. Any unused amounts from the earlier contract term shall not be carried forward to an additional term.
- 2.3 **Contract Administration.** It is anticipated that for the provision of some simple services, the Consultant will be paid on an hourly basis or estimated fee at rates contained in Consultant's Fee Schedule (Exhibit "3" hereof, as modified during the option Terms) previously negotiated between the parties and incorporated into the contract.

For complex or multi-phased projects, Consultant will be requested to prepare a "Specific Project Proposal" containing, at a minimum, a scope of specific services, a project schedule, the identification of subcontractors and the proposed fee. Once negotiated and both parties agree, then the Specific Project Proposal will be incorporated into the Contract by written amendment.

ARTICLE 3 - BASIC CONSULTANT SERVICES

- 3.1 **General.** Consultant shall provide non-exclusive professional engineering and related services to Commission on an "as needed" and "as requested" basis for routine type projects not requiring extensive aviation experience or knowledge. Commission reserves the right to engage the series of other consultants to perform such service in lieu of using Consultant's services.

Consultant shall provide non-exclusive professional architectural and related services to Commission on an “as needed” and “as requested” basis for routine type projects not requiring extensive aviation experience or knowledge. Commission reserves the right to engage the series of other consultants to perform such service in lieu of using Consultant’s services.

Said services may include, but shall not be limited to:

- 3.1.1 Provide architectural services necessary for document review and consultation related to plans, drawings and specifications submitted to Commission, which are prepared by Commission's other Consultants, or prepared by or for an Airport tenant, and confer with or make recommendations to Commission regarding such submittals.
- 3.1.2 Provide peer review, value engineering and fee review.
- 3.1.3 Provide program management related to airport projects primarily focused on Commission structures or those being designed and/or observed by other consultants.
- 3.1.4 Provide design services or review of concession improvements.
- 3.1.5 Provide services for the replacement and rehabilitation of office areas, furnishings and finishes.
- 3.1.6 Provide services not requiring extensive airport experience related to the inspection, maintenance, repair, replacement, and rehabilitation of public areas and facilities, airport signs, equipment (elevators, escalators, passenger loading bridges, etc.) roofs, walls, windows, flooring, plumbing, finishes, lighting, etc.
- 3.1.7 Identify possible green initiatives for implementation.
- 3.1.8 Undertake preliminary and planning studies and services related to airport buildings for possible construction.
- 3.1.9 Provide CADD documents and services, and if requested, GIS services.
- 3.1.10 Store, maintain, update and reproduce, or make available for reproduction, upon request of Commission, record drawings, facilities layouts, lease exhibits, as-built drawings, and other documents.

- 3.1.11 Prepare sketches, drawings, and lease exhibits.
- 3.1.12 Inspect and make recommendations regarding improvements to airport facilities and structures, such as hangars, signs, etc.
- 3.1.13 Recommend and provide assistance to resolve safety related problems encountered by the Commission or its tenants.
- 3.1.14 Provide engineering support services related to largely architectural-type projects such as civil, electrical, structural, data/communications, mechanical, and plumbing services.
- 3.1.15 Provide landscape architecture and interior design support services.
- 3.1.16 Provide environmental/material testing of building materials.
- 3.1.16 Provide assistance with the development of sign standards and or tenant improvement guidelines.
- 3.1.17 Provide advice and consultation and other related or requested services.
- 3.1.18 Provide design, bidding, construction administration and/or inspection services and documents, as more clearly detailed below.

3.2 **Project Types.** The type of projects expected to be undertaken pursuant to this contract may include, but would not be limited to, inspections, modifications or additions to the terminal or other Commission owned buildings and their systems including elevators, escalators, passenger loading bridges, Public Announcement Systems, FIDS, baggage belts and baggage claim devices, and window systems; renovations or additions of offices, conference rooms, break rooms, and restrooms; HVAC maintenance and upgrades; electrical system enhancements; data/communications system upgrades; plumbing system upgrades; expansion of mechanical rooms and upgrades to emergency generators; ADA compliance inspections and improvements; implementation of Parking and Airport Master Plan elements; hangar building rehabilitation; demolition of buildings and other facilities; exterior lighting enhancement; airport signage improvements and development of sign standards; energy efficiency enhancements or other green initiatives; roof replacements/rehabilitations; terminal front fins, trusses, and roadway canopy painting and/or rehabilitations; concession and tenant improvements; and other similar projects.

3.3 **Basic Construction Services.** Unless specifically negotiated otherwise and incorporated into an amendment hereto, the parties agree that the tasks/services

contained in Sections 3.3 – 3.6 below are included when Consultant is requested to provide one or more of the following phases of services related to construction:

Phase I – Preliminary Design

Phase II – Design

Phase III – Bidding and Negotiation*

Phase IV – Construction Administration, perhaps including resident inspection services

3.4 **Phase I - Preliminary Design Services.** The Consultant shall provide the planning and preliminary design services set forth in this Article 3, Section 3.4 to insure the timely and orderly development of the Project. The Preliminary Design phase of this Contract shall commence upon Commission giving Consultant written notice to proceed with Phase 1 services and will end upon the Commission's formal written approval of the Consultant's submittals provided pursuant to this Section 3.4. As preliminary services, the Consultant shall:

- 3.4.1 Confer with the Commission on Project requirements, finances, schedules, and other preliminary planning matters.
- 3.4.2 Analyze the proposed site and pertinent existing facilities, establish design objectives, and develop a program to serve the Project's requirements as identified in consultation with the Commission.
- 3.4.3 Meet with and prepare any necessary documentation for state and federal regulatory and funding agencies, complete with supporting arguments, for implementation of the Project.
- 3.4.4 If requested, provide various services required for preparation of any pre-application, application, environmental reviews/exclusions/assessments, and other documents necessary to obtain federal and state assistance for the Project; otherwise, provide such services for review, approval and use by the Commission, as follows:
 - a. Prepare reproducible drawings, both electronic and hard copy, or color-coded copies of the same, as necessary to show clearly the location and scope of the Project. These drawings preferably shall be 11" x 17".
 - b. Prepare a Project Narrative that provides a detailed description of the project and discusses at length the purpose, scope, phasing, and justification of the project.
 - c. Hold conferences with the Commission's representatives and other affected parties to review the Commission's and

other parties' wishes and requirements, inspect the site, review available material assembled by the Commission, and discuss scheduling. The Consultant may also be requested to attend conferences with various approving and regulatory and funding agencies of the federal and state government.

- d. Procure or otherwise provide, if necessary for design and construction of the Project, surveys, field investigations, and any necessary architectural, historical, environmental and engineering studies.
- e. Prepare preliminary layouts, sketches, outline specifications and reports, where applicable, and make specific recommendations.
- f. Prepare preliminary detailed cost estimates for the project. The cost estimates shall be broken down according to major trades and classes of work.
- g. Prepare a schedule for the design tasks of the project.
- h. Prepare a preliminary staging/phasing plan for construction of the Project. This will be done to develop a plan acceptable to the Commission, and any approving governmental agency, and to determine whether special arrangements as to overtime, night work, etc., are to be provided for in the cost estimate. All cost estimates shall include anticipated future professional services, particularly including those of Consultant.
- i. The services related to preparation and support of an application for federal and/or state assistance may in fact be provided as part of the Phase III Bid Services.

Upon request of Commission, and, if necessary upon execution of an amendment to this agreement containing a detailed scope of work and fee proposal, undertake environmental review/analysis necessary for the project to qualify for federal and state funding.

- 3.4.5 Submit up to ten sets of all pertinent materials for review comments.
- 3.4.6 Provide any additional specific services described in "Consultant's Specific Project Proposal", which will be incorporated into a written Amendment to this Contract, signed by both parties.

3.5 **Phase II - Design.** The Consultant agrees to furnish and perform the various professional services required for the design of the Project as set forth below. The Design Phase of this Contract will begin when the Commission selects a preliminary concept for approval and gives consultant written notice to proceed with Phase II services. Phase II will end when the Commission formally accepts in writing the plans and specifications which have been submitted to it by the Consultant for review. As design services, the Consultant shall:

- 3.5.1 Call for and attend, as needed, detailed conferences with the Commission's representatives, airport users and other agencies involved in the development and/or funding of the Project.
- 3.5.2 Provide the necessary field and testing information for design.
- 3.5.3 Prepare architectural and engineering data, where necessary, for regulatory permit applications required by local, state or federal authorities.
- 3.5.4 Prepare detailed construction plans, specifications, drawings, phasing plans, safety plans for review and approval by Owner.
- 3.5.5 Revise and refine the preliminary cost estimates for the Project based on changes in requirements, project phasing or general market conditions. In the event that the costs estimates are increased or decreased by more than 10% over those provided in the preliminary phase, the Consultant shall indicate to the Executive Director in writing the reasons for such difference.
- 3.5.6 Furnish Commission up to ten copies of drawings, specifications, and any other Contract Documents, as well as electronic version of the same, for final review by Commission and approving authorities.
- 3.5.7 Provide any additional specific services described in "Consultant's Specific Project Proposal", which shall be included in a duly executed amendment to this Contract.

3.6 **Phase III - Bidding and Negotiations.** The Consultant agrees to furnish and perform the various professional services required for the bidding of the Project as set forth below. The Bidding and Negotiations Phase of this Contract will commence upon Commission giving Consultant written notice to proceed with Phase III services and will end when the services in this Article 3, Section 3.6 have been completed and a construction contract has been awarded by the Commission and accepted by the Successful bidder. As bidding services, the Consultant shall:

- 3.6.1 Prepare all Contract Documents and bid packages, with the Commission to provide Consultant with the draft template for the front end documents (e.g. invitation to bid, instructions to bidder, general conditions, bid forms, form contract). Assist in preparation of bid advertisement.
- 3.6.2 Provide reasonable number of approved bidding documents at no charge to the Commission and Commission's DBE Liaison Officer, and provide such documents to bidders and suppliers upon receipt of a prescribed deposit, or arrange for the documents to be printed and distributed by a print company for a prescribed fee. Prepare and update a listing of companies and contacts who have received the bid documents.
- 3.6.3 Render clarification of the bidding documents, when such clarification is deemed necessary; provide written answers to bidder's questions. Prepare and issue addenda to the documents to all holders of the documents, as necessary.
- 3.6.4 Conduct pre-bid meeting(s), and assist in advertising and securing bids, performing tabulations and analysis of bid results, and furnishing recommendations on the award of construction contract.
- 3.6.5 Promptly prepare and provide to Commission a written summary or minutes of the pre-bid meeting.
- 3.6.6 Review, tabulate, and analyze the bids for completeness and accuracy; conduct reference checks on the apparent low bidder, and its proposed project manager and, if applicable, its proposed project superintendent.
- 3.6.7 Assist in the preparation of formal contract documents for the award of contracts.
- 3.6.8 If Federal funds will be used to fund part of this construction project, Consultant shall obtain the appropriate Davis-Bacon wage rates, labor standards from FAA, and DBE goals from Commission for inclusion in the bidding documents.
- 3.6.9 In the event the actual construction contract bids should exceed the cost estimates provided by the Consultant in the design phase of this Contract by greater than 10%, the Consultant will, at the Commission's election, redesign the Project without additional charge, subject to the Commission's approval, so that construction costs for the Project do not exceed the total costs expressed in the estimates.
- 3.6.10 Assist in negotiating with apparent lowest bidder if Commission elects to follow such a process.

- 3.6.11 Prepare grant application, if requested by Commission, and requests for concurrence of award by applicable federal and state agencies.
- 3.6.12 Provide any additional specific services described in “Consultant’s Specific Project Proposal”, which shall be incorporated into a duly executed amendment to this Contract.

3.7 **Phase IV - Construction Administration.** The Consultant agrees to furnish and perform the professional services required for the construction of the Project as set forth below. The Construction Phase of this Contract will begin upon Commission giving Consultant written notice to proceed with Phase IV services and will end when the Consultant has completed the services called for in this Article 3, Section 3.7 and all of the following events have occurred: (1) the construction is complete and accepted by the Commission and any participating agencies; (2) the Consultant has returned to inspect the project for purposes of a final punch list, not more than three (3) months and not less than one (1) month prior to the expiration of the one (1) year construction guarantee; (3) the construction Guarantee Period has expired; (4) the record drawings are complete and submitted; (5) the Consultant, contractor and Commission have all signed off on the completion and final acceptance of the project; and (6) the Consultant’s final project report is submitted to and approved by Commission and the FAA, if necessary. As construction administration services, the Consultant shall:

- 3.7.1 Consult and advise the Commission during construction.
- 3.7.2 Prepare supplementary drawings required to resolve problems arising from actual field condition encountered.
- 3.7.3 Render to Commission written interpretations necessary for the proper execution of the Project and render written opinions on all claims, disputes, and other questions raised during the Project for use by Commission.
- 3.7.4 Promptly check all detailed construction, shop, and erection drawings submitted by any contractor and/or subcontractor for compliance with design concept.
- 3.7.5 Review and act upon requests for monthly and final payment to contractors within five business days of receipt of the applications.
- 3.7.6 Schedule and conduct all pre-construction and regular construction meetings, prepare and distribute in a timely manner exhibits, written minutes, decisions and clarifications, as required to maintain schedules and compliance with contract requirements.

- 3.7.7 In the event that the Project requires relocation, installation, or extension of any utility or utility service, Consultant shall contact the affected utility and coordinate and oversee such relocation, installation, or extension and present for Commission's approval appropriate implementing documents.
- 3.7.8 If FAA funding is used, insure compliance by contractor with, and maintain certified payroll records in regard to, Davis Bacon wage rates and Contractor's DBE commitment/accomplishments. Such records must be maintained for a period of at least three years after all final payments to Consultant have been made by Commission.
- 3.7.9 Observe and inspect all construction to determine that the work is done reasonably in accordance with the approved plans and specifications, and in compliance with the requirements set forth in the Contract Documents.
- 3.7.10 Reject any work of the Contractor which is not, in the professional judgment of the Consultant, in accordance with the Plans, Specifications and other Contract Documents and stop the construction work whenever necessary to insure the proper performance of the construction in accordance with the Contract Documents and applicable law. The Consultant shall immediately notify the Executive Director of any such rejection or stoppage and the reasons therefor.
- 3.7.11 Order, with the approval of the Executive Director, the removal and replacement of work failing to meet the requirements of the Contract Documents or applicable law.
- 3.7.12 Make written recommendations to the Executive Director with respect to all claims and other matters pertaining to the execution and progress of the construction work and the interpretation of the Contract Documents.
- 3.7.13 Prepare Change Orders with supporting documentation and data, if deemed necessary by the Consultant, for the Commission's approval and execution, in accordance with the Contract Documents.
- 3.7.14 Prepare record drawings and verify final quantities based on information provided by the contractor. Furnish Commission one (1) set of reproducible drawings, as well as CADD drawings in electronic format and GIS if requested, within ninety (90) days of completion of construction and acceptance of the work.
- 3.7.15 Review reports of all reasonable, customary, and necessary field materials testing at the site, including, but not limited to, tests on materials where applicable; and the procurement and submission of samples of materials to laboratories when such tests are required. Test Reports shall

be submitted to the Commission within five business days of the date the test was completed if required.

- 3.7.16 Maintain adequate records to record critical events in the progress of the construction, and furnish monthly progress reports to the Commission.
- 3.7.17 Provide resident project inspection services, including tenant and airport coordination services, during the times and in the amounts requested by the Commission, if any, such services to include weekly written updates of completed and projected project tasks.
- 3.7.18 Project Manager will conduct at least two field inspections per month during the construction of the Project (a minimum of ten days between such inspections) to confirm compliance with the approved plans and specifications, and provide the Commission copies of all site visit reports prepared at the time of such inspections.
- 3.7.19 Render to the Commission a semi-final inspection report, including a punch list of incomplete or defective items of the construction work, and a final report or reports that shall certify to the Commission that the work involved has been completed in accordance with the plans, specifications and Contract Documents, as the same shall have been modified by change order, and that such work is acceptable, or shall indicate in what respect the work is deficient and what steps need to be taken to render the work acceptable.
- 3.7.20 Prepare a Consultant's Final Report which summarizes the adequacy of construction and compliance with the Contract Documents. This report shall include a discussion of all change orders, including extensions of time and adjustment to the contract price, and all testing results. An electronic version of the Final Report and three hard copies thereof shall be submitted to the Commission within thirty days after final inspection of the Project.
- 3.7.21 Coordinate or contract for other consulting services which may be required by the Commission, including sub-surface investigations, sampling, testing, and analysis of materials, soils, pavements, environmental review, off-site inspection of materials, laboratory testing and inspection and control at central mixing plants. Where such tests must be conducted by commercial laboratories, only those laboratories approved by the Commission will be utilized. Copies of the results of all tests required under this paragraph are to be submitted to the Commission within five days after the tests are completed.
- 3.7.22 Prepare any required grant forms or reports for submittal by Commission to the federal and/or state agencies, if applicable.

- 3.7.23 Promptly close out and complete each project after construction is completed.
- 3.7.24 Provide the additional specific services described in "Consultant's Specific Project Proposal", which shall be incorporated into a duly executed amendment to this Contract.

ARTICLE 4 - SPECIAL SERVICES

- 4.1 **Litigation Support.** The Consultant shall provide assistance to the Commission, if needed, in prosecuting or defending against any litigation that may arise as a result of construction of any Project. The Consultant shall be compensated for such litigation support services at the hourly rate set forth in "Consultant's Fee Schedule," **Exhibit "3"** hereof, and by this reference incorporated herein.
- 4.2 **Resident Inspection.** If requested by Commission, the Consultant shall provide a "Resident Project Representative" ("RPR") or Project Field Inspector on a full-time and/or part-time basis during the project, as required by Commission, negotiated between the parties, and incorporated into this Contract pursuant to Consultant's Specific Project Proposal, contained in a future Amendment to this contract to perform inspection duties. Such RPR or Project Field Inspector shall first be presented to and approved by the Executive Director, and once approved, may not be replaced or reassigned by a voluntary action of the Consultant without the specific approval of the Executive Director. In the event that the Executive Director shall not approve of the proposed or replacement RPR or Project Field Inspector or in the event an approved RPR or Inspector is no longer satisfactory to the Executive Director, the Consultant shall propose another individual for the position which the Executive Director finds to be satisfactory. In the event that the Commission directly contracts for the services of an RPR, Consultant shall cooperatively work with such RPR for the benefit of the project and the Commission.
- 4.3 **Subcontracted Services.** If needed for the Project, the Consultant may obtain some services required for the Projects by subcontracts, which subcontractors shall be presented to and approved by Commission prior to their use by Consultant on any project. Payment for these services shall be made in accordance with Consultant's Specific Project Proposal contained in an Amendment to this Contract.

ARTICLE 5 - SCHEDULE OF WORK

- 5.1 **Timetable for Completion of Services.** The Consultant shall accomplish the work with due diligence and complete work generally in the time frame outlined in its Specific Project Proposal, adjusted to the actual Notice to Proceed date or as

specifically modified by agreement of both the parties during the course of the work.

- 5.2 **Time Extensions.** Subject to the time limitations set forth herein, in the event that the work will exceed the time frame set forth above, the Consultant shall notify the Executive Director in writing of the reasons for the deviation from the work schedule, furnish an estimate as to the time required for completion, and request the Executive Director's agreement to an extension of time.

ARTICLE 6 - PAYMENT FOR CONSULTING SERVICES

- 6.1 **Payment Generally.** The Commission agrees to pay the Consultant compensation for rendering the services in accordance with Consultant's schedule of fees, Exhibit "3" hereof. No payment shall be due to Consultant for services rendered until: (i) Consultant has submitted an itemized request for payment identifying the project, the nature of the work performed, the time spent on each component to the nearest half an hour, the job title, employee number or name of the person(s) performing the work, such person's hourly rate (which shall be in accordance with Consultant's Fee Schedule), and any additional information which may be reasonably required by the Commission's Director of Finance and Administration to document and approve the request for payment; and (ii) Commission staff has formally approved the request for payment. Requests for payment shall be submitted monthly.
- 6.2 **Projects Involving Specific Project Proposals.** As specified in Article 2.3 above, the proposed fees for complex projects, which are identified and defined in a Specific Project Proposal, shall be "lump sum" for all work or phases of the work, a "not to exceed" amount, a fee based upon "actual time plus a fixed fee" or a "hourly rates" based upon a not to exceed estimate of hours. The agreed upon fee shall be included in the Specific Project Proposal and made part of an amendment to this Contract. The content of Consultant's monthly invoice shall depend in part upon the type of fee agreed to by the parties for each project, and the reasonable information required by the Commission's Director of Finance and Administration prior to payment.
- 6.3 **Retained Fees.** In the event that Consultant has not provided timely services on past projects for the Commission, the Commission's Executive Director may notify the Consultant that the Commission will retain 5% of each payment to be made to Consultant for each Phase of the Work until all services for that Phase have been satisfactorily completed, as determined by Commission's Director of Planning and Engineering in his/her reasonable discretion. No interest shall be due on such retained fees, nor shall a separate account be established for such fees.
- 6.4 **Reimbursable Expenses.** For any out of pocket reimbursable services not otherwise provided for in Consultant's Specific Project Proposal or Consultant's

Schedule of Fees, the Consultant will invoice the Commission for the actual expenses incurred.

- 6.5 **Additional Services.** If a major change or addition to the scope of work is required for any phase of services, and such changes or extensions were not caused by errors or omissions by the Consultant, an amendment to this Contract may be negotiated by the parties, subject to approval by the applicable federal and/or state officials. The hourly rates for any such additional services shall be as shown on "Consultant's Fee Proposal," **Exhibit "3"** hereof, as it may be amended from year to year. Any fees for additional services will be due and payable upon satisfactory completion and acceptance as determined solely by the Commission.
- 6.6 **Timing of Payments.** Payments for basic services shall be made monthly in proportion to the percentage of services performed within each phase of service payable in lump sum payments as set forth in Consultant's Specific Project Proposal, or for hours of services actually performed for services paid on an hourly, not to exceed or cost-plus fixed fee. The Consultant shall submit a monthly invoice by the tenth day of each month. The Commission shall pay the invoice within thirty days of receipt provided the Consultant is not in default of this Contract as defined in this Contract and the work has been satisfactorily performed, as determined by the Commission in its sole and exclusive discretion.
- 6.7 **Payment Conditions Regarding Subcontractors.** The Consultant shall take one of the two following actions within seven days after receipt of amounts, including any retainage, paid to the Consultant by the Commission for work performed by any subcontractor under this Contract:
- 6.7.1 Pay the subcontractor for the proportionate share of the total payment received from the Commission attributable to work performed by the subcontractor under the Contract; or notify the Commission and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Such delay of payment by Contractor shall take place only for good cause. Commission may require Contractor to provide additional information regarding the withholding. Commission reserves the right to disapprove such withholding and to delay future payments by Commission to Contractor in the event Contractor fails to comply with the provisions of the subsection.
- 6.7.2 The Consultant shall pay interest to any subcontractor on all amounts owed by the Consultant that remain unpaid after seven days following receipt by the Consultant of payment from the Commission for work performed and satisfactorily completed by the subcontractor under the Contract, except for amount withheld as allowed under applicable law or pursuant to Article 6, Section 6.7.1 above.

Unless otherwise provided under the terms of this Contract and by law, interest shall accrue at the rate of one percent per month.

- 6.7.3 The Consultant shall include in its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- 6.7.4 For purposes of this Section, “work performed and satisfactorily completed” shall mean that the portion of the work under the Contract for which the Commission representative has recommended, and federal and state officials, if applicable, have approved the release of payment.
- 6.7.5 Prior to receiving any payments under this Contract, if the Consultant is an individual, the Consultant shall provide its social security number to the Commission and if the Consultant is a partnership, LLC, corporation, etc. the Consultant shall provide its federal employer identification number to the Commission.

ARTICLE 7 - SUBSTITUTION OF PERSONNEL

- 7.1 Consultant acknowledges and agrees that the services to be provided under this Contract shall be performed by the individuals identified as Consultant’s Key Personnel in Consultant’s Proposal submitted in response to the Commission’s RFP, and by this reference incorporated herein as **Exhibit 5**, and other individuals shall not be substituted to perform services under this Contract without the express prior written consent of Commission’s Director of Planning and Engineering.
- 7.2 In the event the performance of services by Consultant’s employees or subconsultants is or becomes unsatisfactory in the opinion of the Director of Planning and Engineering, then the Director shall have the right to request that such person or persons be replaced. Such request shall be granted within a reasonable time.

ARTICLE 8 - COMPLETENESS OF CONTRACT

This Contract, including without limitation, all attachments and exhibits, the Commission’s Requests for Proposals (“RFP”), No. **23-002**, and Consultant’s Proposal or portion thereof to Commission dated _____, 202__, (“Proposal”), which Proposal and Commission’s Request for Proposals (without Section F Proposed Contract) are attached hereto and incorporated by reference herein as **Exhibit 5** and **Exhibit 6** respectively, shall constitute the entire agreement between the Commission and the Consultant, and shall supersede any and all other prior negotiations, representations or agreements, either oral or written; provided, however, that in the event of any express or implied conflict between: (i) Consultant’s Proposal and (ii) the Request for Proposals and this Contract, in all cases the terms and conditions of Commission’s Request for Proposals and this Contract shall prevail. In the event of any express or implied conflict between: (i)

RFP Form 3.A
As Needed Arch./Eng. Prof. Services
AIP&NON
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Commission's Request for Proposals and (ii) this Contract, in all cases the terms and conditions of this Contract shall control prevail. This Contract may be amended only by written instrument signed by both parties.

ARTICLE 9 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMMITMENT AND ASSURANCES

- 9.1 **Policy.** It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.
- 9.2 **DBE Obligation.** The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds provided under this agreement. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
- 9.3 **DBE Requirement.** It is anticipated that Commission will establish a DBE goal for each federally funded contract, including those projects being undertaken by Consultant.

Consultant agrees to provide the DBE participation established by the Commission, or to prove that it has made a good faith effort to do so. Therefore, payments by Consultant to properly certified DBE's for subcontract work performed hereunder shall equal or exceed the DBE percentage established by the Commission as compared to the total payments made to Consultant. Consultant shall complete such reports as Commission shall require to substantiate the extent of DBE participation.

Commission advises Consultant that failure of Engineer to carry out the requirements set forth in 49 CFR Section 26 dealing with minority business enterprise shall constitute a breach of contract and after the notification of the Department of Transportation, may result in termination of this agreement or such remedy as Commission deems appropriate.

- 9.4 **Replacement of DBE Subcontractors.** Consultant shall make good faith efforts to replace approved DBE subcontractors that are unable to perform successfully with other certified DBE's to the extent needed to meet the agreed upon contract goal. The Consultant shall notify the DBE Liaison, Mr. David Jeavons, immediately

at (540) 362-1999 ext 282 of the DBE's inability or unwillingness to perform and provide reasonable documentation.

The Consultant shall obtain the Executive Director's prior approval of the substitute DBE or changes to the dollar values of any DBE subcontracts after negotiation of the contract and during contract performance, and shall provide copies of new or amended subcontracts, or documentation of good faith efforts in order to ensure that the substitute firms are eligible DBE's and that the Consultant is complying with the DBE policy and requirements. If the Consultant fails or refuses to comply within the time specified, the Consultant's actions or failure to act shall be treated as a breach of contract, and shall subject the Consultant to all remedies specified in the Contract or available at law or equity for such breach.

End of Contract Terms

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals.

(Name of Consultant)

By: _____

Title: _____

Date: _____

ATTEST:

Secretary

ROANOKE REGIONAL AIRPORT COMMISSION

By: _____
Executive Director

Date: _____

ATTEST:

Commission Secretary

Appropriation and Funds Required for this Contract Certified

Director of Finance and Administration

Date: _____

Account #: _____

Approved as to form:

General Counsel

EXHIBIT “1”
GENERAL CONDITIONS

GENERAL CONDITIONS 1: DEFINITIONS

- 1.1 **A/C.** Advisory Circular(s) developed by the FAA to regulate the operation and development of civil airports. Some A/C's are defined as mandatory by the Federal Aviation Regulations.
- 1.2 **AIRFIELD.** A secured portion of the airport used, or intended to be used, for the landing, takeoff or surface maneuvering of aircraft, including all the areas within the security fencing, in addition to the runways, taxiways and aprons, and outside of the building limits. The AIRFIELD is sometimes referred to as the AIR OPERATIONS AREA (AOA).
- 1.3 **AIRPORT.** Roanoke-Blacksburg Regional Airport, Roanoke, Virginia, including all properties and facilities within the perimeter property lines of the associated site.
- 1.4 **AIRPORT CONSULTANT.** The registered Professional Engineer or Architectural firm responsible for the control and completion of the Project and subject to the general authority of the Director of Planning and Engineering or a designee, sometimes referred to as the Project Consultant or Consultant.
- 1.5 **APPROVAL (BY COMMISSION).** The formal acceptance of an item, without taking on responsibility for design or intent, which has been certified to be correct by the Consultant.
- 1.6 **APRON.** The paved area of the airfield designated for the parking of aircraft. Also referred to as the aircraft ramp.
- 1.7 **COMMISSION.** Roanoke Regional Airport Commission, Roanoke-Blacksburg Regional Airport, 5202 Aviation Drive, Roanoke, Virginia 24012, also known as the Owner or Sponsor.
- 1.8 **CHIEF OF SAFETY AND SECURITY.** The Commission employee in charge of the divisions controlling security and access for all land vehicles and personnel movements within the Security Identification Display Area (SIDA), Secure Areas, Sterile Area and Airport Operational Areas. Telephone: (540) 362-1999
- 1.9 **DIRECTOR OF OPERATIONS AND MAINTENANCE.** The Commission employee in charge of the divisions responsible for day-to-day operational and maintenance concerns on Commission property. Telephone: (540) 362-1999
- 1.9 **EXECUTIVE DIRECTOR.** The Commission's chief executive officer for the Commission, responsible for strategic direction, management and administration of the Airport or an authorized representative.

- 1.10 **FAA**. The Federal Aviation Administration, U.S. Department of Transportation. Where used to designate a person: The Administrator of the FAA, or an authorized representative.
- 1.11 **FAR**. Federal Aviation Regulation, the mandatory rule(s) adopted by the FAA to govern the safe operation of aircraft and the development of a system of airports throughout the U.S.
- 1.12 **GUARANTEE PERIOD**. One year from the date of project acceptance by the Commission.
- 1.13 **NOTAM**. Acronym for Notice to Airmen. An official notice to airmen regarding a change in the operational status of the airfield.
- 1.14 **OWNER**. The Roanoke Regional Airport Commission or its authorized Executive Director; sometimes referred to as Commission.
- 1.15 **RESIDENT PROJECT REPRESENTATIVE**. The Registered Professional Engineer or Registered Architect, or Project Inspector employed or hired by the Airport Consultant, responsible for the on-site supervision of the project and subject to the authority of the Consultant.
- 1.16 **STAFF ENGINEER**. Unless otherwise indicated by Commission, the Director of Planning and Engineering, who provides day to day oversight of engineering/architectural services for the Commission, subject to the authority of the Executive Director and frequently serving as the Director's representative.
- 1.17 **TESTING LABORATORY**. The Professional Testing organization responsible for conducting the specified testing for the Project and subject to the authority of the Consultant.
- 1.18 **TSA**. The Transportation Security Administration, U.S. Department of Transportation.
- 1.19 **TSR**. Transportation Security Regulation, the mandatory rule(s) adopted by the TSA to govern the security of aircraft, passengers, cargo, and airports throughout the U.S.

GENERAL CONDITIONS 2- SECURITY AND SPECIAL WORKING CONDITIONS

- 2.1 **Entrance to Security Areas**. The Consultant acknowledges that entrance to and movement within the certain portions of the terminal and the airfield are subject to strict security regulations which will be applicable not only to the Consultant, its employees, and subconsultants, but also to any contractors and subcontractors who participate in the construction or services within certain portions of the terminal and the airfield fence line. Consultant agrees to be responsible for, and to ensure

that, none of its employees, agents, subcontractors or representatives gains access to, enters or moves about the Sterile, SIDA and/or Secure Areas of the terminal and airfield without prior approval of the Commission, as evidenced by his/her possessing and displaying a Commission issued identification badge, or if the employee, agent, subcontractor or representative is not issued a Commission identification badge, (s)he is under constant escort by a duly authorized and badged employee of the Consultant; and that the Consultant, its employees, agents, subcontractors and representatives shall comply with the Commission's Airport Security Plan at Consultant's sole cost. All personnel entering any portion of the airfield and remaining there without properly badged escort must first attend security and driver training classes as determined by the Commission and obtain and display security identification badges, and all vehicles operating within the airfield fence line must have and display special permits and exterior identification. A deposit for these security items will be required and shall be fully refundable upon their return.

- 2.2 **Background Checks and Badging.** Prior to issuance of a Commission identification badge, an authorized representative of Consultant shall designate, in writing and on company letterhead, an individual to serve as the Consultant's "Authorized Signatory." Only the Consultant's Authorized Signatory may initiate requests for unescorted access to the Secure Areas of the terminal and airfield for its employees or subcontractors, in accordance with the Commission's Airport Security Plan (ASP). The Authorized Signatory and each employee for whom access is being requested must submit to a Security Threat Assessment, vetting applicants through various TSA databases, and further, the Authorized Signatory and each employee for whom access to the Sterile Area or a Security Identification Display Area (SIDA) is requested shall be required to submit to a fingerprint based criminal history records check, and will be required to attend a security training taught or overseen by Commission personnel. The Commission reserves the right to deny unescorted access within the Sterile, Secure and/or SIDA areas to some or all Consultants' employees or the employees of Consultant's subcontractors.

Consultant agrees that it shall be responsible for paying a deposit for each identification badge issued. In the event the badge is returned at the completion of the work, then the deposit shall be returned to Consultant. In the event that any badge is not returned, then the deposit for the badge shall be forfeited. In the event that the badge is lost or otherwise unaccounted for during the time the work is being performed, then the deposit shall be forfeited and a new deposit and fee shall be charged for the replacement badge in accordance with the schedule of fees established by the Commission. At present the first badge fee is \$30.00, the first replacement badge will be \$50.00, second replacement badge \$75.00, and the third replacement badge \$100.00 during any consecutive twelve-month period. Consultant understands and agrees that the fees referenced in this paragraph may be changed from time to time by the Commission.

2.3 **Vehicular Movement on the Airfield.** The Consultant acknowledges that when working on the airfield, including the terminal ramp, safety is of paramount importance. The Commission restricts vehicular access within the fence to only those vehicles absolutely necessary to the project. The Consultant shall insure that its employees, subconsultants and all employees and subcontractors of the contractor(s) who construct the Project(s) are aware of the following safety regulations:

2.3.1 Vehicles and personnel must give way to emergency Equipment and moving or parked Aircraft at all times.

2.3.2 The Consultant shall arrange for prior clearance from Airport Operations for any movement in the airfield area. For isolated or temporary airfield entries, a minimum of twenty-four (24) hours notice is required. All vehicles movements must be controlled and/or escorted by the Airport Operations Office through the Director of Operations and Maintenance.

2.3.3 Prior to closing or restricting, either horizontally or vertically, the use of any portion of the Terminal ramp to operational aircraft, affected air carrier users must be briefed of the proposed action, sufficiently far in advance to adjust schedules and maintain uninterrupted, near normal operations. All such proposed actions must be coordinated through the Commission's Director of Operation and Maintenance.

2.3.4 Survey and/or construction related activities must maintain adequate horizontal and vertical clearance from active operational aircraft areas.

2.3.5 The Consultant agrees that its vehicles coming inside the fence, if any, shall be commercial vehicles, properly identified, and subject to search before each entry, as well as subject to escort by Commission personnel at all times it or they are in operation. Such vehicle may be required to bear a Commission issued sticker and/or vehicle number.

2.3.6. Consultant shall keep its vehicles and any bins, tool boxes, etc. located therein, in a locked condition whenever located inside the fence and Consultant is not actively engaged in the process of removing/replacing tools and materials into or out of the vehicle. Recognizing that the terminal area where the work may be performed is located inside the SIDA, Consultant shall also take extraordinary measures to ensure that none of its tools or materials shall be left in any area where they might be picked up and taken onto an aircraft by passengers or other persons in violation of TSA regulations.

GENERAL CONDITIONS 3 - DOCUMENTS AND RECORDS

- 3.1 **Ownership of Contract Documents.** One reproducible copy each of the drawings, construction plans, specifications and maps prepared or obtained under the terms of the Contract shall be delivered to and become the property of the Commission; electronic versions in PDF, CADD and GIS format of each shall also be provided. Basic survey notes and sketches, charts, computations and other data shall be made available upon request to the Commission without restriction or limitation on their use.
- 3.2 **Right to Inspect Contract Documents.** Any authorized representative of the Commission shall, at all reasonable times, have a right to inspect and examine the drawings, specifications and other Contract Documents at Consultant's office during the period of their preparation.
- 3.3 **Right to Inspect Consultant's Records.** The Consultant agrees that the Commission, and any approving federal or state agency, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to any specific grant program or the use of Commission public funds with respect to this Project for the purpose of making audits, examinations, excerpts and transcriptions. All such records shall be maintained by Consultant for at least three years after Commission has made final payment to Consultant and all other pending matters concerning the grant and project are closed.

GENERAL CONDITIONS 4 - ASSIGNMENT AND SUBCONTRACTING OF CONTRACT

- 4.1 **Assignment.** Each party binds itself, its principals, successors, executors, administrators and assigns to perform all covenants of this Agreement. Neither the Commission nor the Consultant shall assign, or transfer its interest in this Agreement without the prior written consent of the other Party hereto.
- 4.2 **Delegation of Duties.** The Consultant shall not subcontract, nor shall any subcontractor commence performance of any part of the work or services included in this Contract, without the previous written consent of the Executive Director. Subcontracting, if permitted, shall not relieve the Consultant of any of its obligations under this Contract. The Consultant shall be solely responsible to the Commission for the acts or faults of any such subcontractor and of such subcontractor's officers, agents and employees, each of whom shall for this purpose, be deemed to be an agent or employee of the Consultant to the extent of its subcontract. As a prior condition to approval of a subcontractor, the Consultant shall provide a conformed copy of the applicable subcontract to the Executive Director. The Consultant and any subcontractor shall jointly and severally agree

that the Commission is not obligated to pay or to be liable for the payment of any sums due any subcontractor.

Upon request by Commission, Consultant shall promptly provide a listing of all subcontractors, contact information, the work performed or to be performed, DBE status, the amount of the subcontract, the amount actually paid and any other information reasonably requested by the Commission from time to time.

GENERAL CONDITIONS 5 - INSURANCE

- 5.1 **Liability Insurance Requirements.** The Consultant shall maintain general liability insurance, on a per occurrence basis, with a quality company authorized to do business in Virginia during the life of the Contract and furnish Commission Certificates of Insurance, or other appropriate evidence of coverage as may be required by Commission, naming the Consultant as insured and its subcontractors, Commission, and Commission's officers, officials, agents, board members, employees and volunteers as additional insureds, providing coverage against any and all claims for property damages or bodily injury (including death) incurred in connection with the services to be provided under this Agreement. Minimum limits of liability shall be as indicated below:
- 5.1.1 Commercial General Liability: \$1,000,000 Combined Single Limit to include Contractual, Commissions and Contractors Protective, and Personal Injury (Libel, Slander, Defamation of Character, etc.)
 - 5.1.2 Automobile Liability: \$1,000,000 Combined Single Limits, unless the Consultant will be driving inside the AOA, in which case the requirement shall be for \$5,000,000 combined Single Limit. Such insurance shall be "any auto" type coverage or is equivalent.
 - 5.1.3 The above amounts may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of Five Million Dollars (\$5,000,000).
- 5.2 **Errors and Omissions Insurance Requirements.** The Consultant shall take out and maintain during the life of this Contract, professional errors and omissions insurance in an amount of at least One Million Dollars (\$1,000,000.00), or the full amount of the Consultant's standard professional errors and omissions insurance policy, whichever is greater.
- 5.3 **Workers' Compensation Requirements.** The Consultant will obtain and maintain during the life of the Contract the statutory Workers' Compensation and Employer's Liability Insurance for all of its employees engaged in work on the Project under Contract. The Consultant shall require similar coverage by all subcontractors.

- 5.4 **Insurance on Drawings.** Consultant shall carry full insurance coverage on drawings, specifications, and other valuable information against loss by fire, damage, destruction and theft, until the improvement contemplated has been constructed and the corrected original drawings required by the Commission have been furnished to the Commission. The cost of such full coverage, as well as the cost of all other insurance required herein, shall be included in the basic fee hereinafter set forth.
- 5.5 **Notice of Cancellation.** The policy or policies required hereunder shall contain substantially the following special provision, unless otherwise agreed by Commission: "The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written notice will be sent by certified mail to the Executive Director, Roanoke Regional Airport Commission."
- 5.6 **Additional Insureds.** Prior to execution of this Contract by Commission, the Consultant shall provide the Executive Director with evidence of the additional insured endorsement naming the entities listed in General Conditions Section 5.1 above as additional insureds, and, if specifically requested, a copy of the declaration sheet for every insurance policy required hereunder. Such documents shall as to form, coverage, carrier and limits be satisfactory and approved by the Commission's Executive Director. If at any time the coverage, carrier or limits on any policy shall become unsatisfactory to such Executive Director, or the Commission's General Counsel, the Consultant shall forthwith provide a new policy meeting the requirements of said persons. The additional insured coverage provided under the Consultant's insurance policy shall be primary with respect to the Consultant's general liability, notwithstanding other insurance covering the Commission.
- 5.7 **Insurance not to be a Limit on Liability.** Consultant covenants and agrees that the insurance coverages required under this agreement shall in no way be considered or used in any manner as a limit or cap of any kind on any liability or obligation that Consultant may otherwise have, including without limitation liability under the indemnification provisions contained herein.
- 5.8 **Insurance Company.** Insurance coverage shall be in a form and with an insurance company approved by the Commission, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this contract shall be authorized to do business in the Commonwealth of Virginia.

GENERAL CONDITIONS 6 - INDEMNIFICATION

- 6.1 **Indemnification.** The Consultant shall be responsible for the professional quality and technical accuracy of all services furnished by the Consultant under this

Contract. The Consultant shall defend, indemnify and hold harmless the Commission and its officials, officers, agents, board members, volunteers and employees from any and all liability, losses, damages, claims, causes of action, suits of any nature, cost, and expenses, including reasonable attorney's fees, resulting from or arising out of the willful, malicious or negligent acts or omissions of Consultant or its subcontractors, on Commission's property or arising out of or resulting from the services to be provided under this Contract, including, without limitation, fines and penalties, violations of federal, state or local laws, or regulations promulgated thereunder, personal injury, wrongful death or property damage claims.

Consultant shall not be obligated to indemnify the Owner for liability arising solely out of Owner's own negligence.

GENERAL CONDITIONS 7- DEFAULT AND TERMINATION

7.1 **Events of Default.** The Consultant shall be in default of this Contract if any of the following occur:

7.1.1 The Consultant abandons or discontinues its services or operations for the Commission except when such abandonment or discontinuance is caused by fire, earthquake, war, strike or other calamity beyond its control;

7.1.2 The Consultant fails to prepare adequate drawings, plans, specifications, other contract documents or data, or fails to provide proper administration of the construction contract, or refuses or fails to follow instructions of the Executive Director, provides services which do not meet the level and quality of services generally provided in the industry or otherwise fails to perform satisfactorily any of the terms, conditions and provisions of this Contract and such failure continues for a period of five (5) calendar days after written notice thereof is given it by the Executive Director.

7.2 **Commission's Rights in the Event of Default.** Upon the occurrence of any one or more of the events set forth in General Conditions Section 7.1, the Commission may, at its option, exercise concurrently or successively any one or more of the following rights and remedies:

7.2.1 Withhold payments that would otherwise be due pursuant to Article 5 until the default has been cured.

7.2.2 Enjoin any breach or threatened breach by Consultant of any covenants, agreements, terms, provisions or conditions hereof.

- 7.2.3 Sue for the performance of any obligation, promise or agreement devolving upon Consultant for performance, or for damages for the nonperformance thereof, all without terminating this Contract.
- 7.2.4 Terminate this Contract upon written notice of an intention to do so and have the services then uncompleted performed by another consultant. In such case, the Consultant shall be liable to the Commission for any damages allowed by law, and upon demand Consultant shall promptly pay same to Commission.
- 7.2.5 Receive from the Consultant all data, drawings, specifications, reports, estimates, summaries and any other information and materials as may have accumulated by the Consultant in performing this Contract whether completed or in process.
- 7.3 **All Remedies Cumulative.** All rights and remedies granted to the Commission herein, and other rights and remedies which the Commission may have at law and in equity, are hereby declared to be cumulative and not exclusive and the fact the Commission may have exercised any remedy without terminating this Contract shall not impair the Commission's rights thereafter to terminate or to exercise any other remedy herein granted or to which is may be otherwise entitled. In the event Commission places all or part of the terms, conditions, or requirements of this Contract into the hands of an attorney for enforcement, including the filing of a suit upon the same, Consultant agrees to pay all of Commission's reasonable attorney's fees and costs related to any such proceeding.
- 7.4 **Termination of Contract.** The Commission, upon seven days written notice, may terminate this Contract without cause, in whole or in part, by providing written notice to Consultant. Upon receipt of any such notice, the Consultant shall:
- 7.4.1 Immediately discontinue all services affected (unless the notice directs otherwise); and,
- 7.4.2 Deliver to the Commission all data, drawings, specifications, reports, estimates, working papers, summaries and such other information and materials as may have been prepared as part of the work or accumulated by the Consultant in performing this agreement whether completed or in process.
- 7.5 **Consultant's Right to Fee Upon Termination.** Should the Contract be terminated for reasons other than default, the Consultant shall be entitled to and shall receive a fee for completed services, as certified by Consultant and verified by Commission, equal to a percentage of the fixed payment, or equal to the hours invested in the work, as described in Article 5 of this Contract. The percentage shall represent the amount of work completed to date compared to the estimated

amount of work to complete the phase of the work in question. Reimbursable expenses shall also be paid.

GENERAL CONDITIONS 8 – CLAIMS BY CONSULTANT

Consultant's claims, disputes and other matters relating to the acceptability of the work, the interpretation or the requirements of the Contract, or the performance or furnishing of the work, including, without limitation, requests for changes in the amount to be paid under the Contract or for increases in time, shall be submitted to the Commission's Executive Director in writing with a request for a formal decision. Consultant shall deliver written notice with supporting data for each such claim, dispute, or other matter promptly, but in no event later than ten (10) calendar days after the start of the occurrence or event giving rise thereto. Consultant's failure to submit written notice of such claim, dispute, or other matter with supporting data to Commission's Executive Director within the time specified shall be deemed to be and shall constitute a waiver by Consultant of any and all claims for such matters and shall be an absolute bar to any future claim or suit against Commission for damages or relief of any kind based upon such occurrence or event. In reviewing any such claim or dispute, the Executive Director may request any additional information or documentation from the Consultant or other parties and may utilize appropriate assistance from other sources. Any final decision in writing by the Executive Director shall be issued to the Consultant within ninety (90) calendar days from the later of: (i) receipt of the written claim; or (ii) receipt of any additional information requested from the Consultant. Failure of the Executive Director to render a decision within such ninety (90) day period shall be deemed a final decision denying the claim by the Roanoke Regional Airport Commission and shall not result in the Consultant being awarded the relief claimed or any other relief or penalty.

GENERAL CONDITIONS 9 - NON-DISCRIMINATION

- 9.1 During the performance of this contract, the Consultant agrees as follows:
- 9.1.1 The Consultant will not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 9.1.2 The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal employment opportunity employer.

- 9.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations, shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 9.1.4 The Consultant will include the provisions of the foregoing paragraphs 9.1.1, 9.1.2, and 9.1.3 in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.
- 9.1.5 The Roanoke Regional Airport Commission does not discriminate against faith-based organizations.

GENERAL CONDITIONS 10 - DRUG FREE WORKPLACE

During the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and, (iv) include the provision of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provision will be binding upon each such subcontractor or vendor. For purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Roanoke Regional Airport Commission's Procurement Regulations and applicable Virginia procurement laws, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

GENERAL CONDITIONS 11 - IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant certifies that it does not and will not during the performance of this Contract employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

GENERAL CONDITIONS 12 – 41 CFR 60-300.5(a) and 41 CFR 60-741(a)

This Contractor (consultant) and subcontractor (subconsultant) shall abide by the requirements of 41 CFR 60-300.5 (a) and 41 CFR 60-741 (a). These regulations prohibit discrimination against qualified individuals and protected veterans on the basis of disability or veteran status and requires affirmative action by covered prime contractors

and subcontractors to employ and advance in employment qualified individuals with disabilities and protected veterans.

GENERAL CONDITIONS 13 - GOVERNING LAW AND VENUE

The provisions of this Contract shall be governed by and are intended to be consistent with the laws of the Commonwealth of Virginia. In light of this express choice of law provision, Virginia law for determining governing law shall not apply to the provisions of this Contract. Every action brought under or related to this Contract shall be brought in a Virginia court of competent jurisdiction in the City of Roanoke or in the United States District Court for the Western District of Virginia and not elsewhere.

GENERAL CONDITIONS 14 - EVIDENCE OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

Pursuant to 2.2-4311.2 (A) of the Code of Virginia (1950), as amended, if the Consultant is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, the Consultant shall provide documentation acceptable to Commission establishing that the Consultant is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law. The Consultant shall not allow its existence or its certificate of authority or registration to transact business in the Commonwealth to lapse, if so required under Title 13.1 or Title 50, or to be revoked or cancelled at any time during the term of the contract. The Commission may void this contract if the Consultant fails to remain in compliance with the provisions of this section.

GENERAL CONDITIONS 15 – INTERPRETATION AND SEVERABILITY

Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Contract is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and all remaining provisions of this Contract shall remain operative and binding on the parties. This Contract shall be construed and interpreted without regard to the identity of the party which drafted its various provisions. Every provision of this Contract shall be construed as if all parties participated equally in the drafting of that provision. Any legal principle or rule of construction that a document is to be construed or interpreted against the drafting party shall not be applicable in any legal or other proceeding involving the provisions of this Contract, and such principle or rule is expressly waived by the parties to this Contract.

GENERAL CONDITIONS 16 - CONFORMITY WITH APPLICABLE LAWS AND REGULATIONS

This Contract is subject to all applicable federal, state, and/or local laws, rules, regulations and/or determinations, and the Consultant covenants and agrees to execute at any time any and all amendment(s) to this Contract that the Commission deems necessary and/or appropriate to comply with such federal, state, and/or local laws, rules, regulations, and/or determinations.

END OF GENERAL CONDITIONS

**EXHIBIT 2 – TERMS REQUIRED BY FEDERAL LAW FOR RECIPIENTS OF
FEDERAL AIP GRANT FUNDS – TERMS ARE APPLICABLE IN THE EVENT AIP
FUNDS ARE ALLOCATED TO A PROJECT**

1. ACCESS TO RECORDS AND REPORTS

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Commission, 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.

2. 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: 6.9%

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 Virginia, Roanoke County, City of Roanoke.

3. BREACH OF CONTRACT TERMS

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

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

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

4. BUY AMERICA CERTIFICATE

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 FAA 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 submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is Based on Type of Project

There are two types of Buy American certifications.

- For projects for a facility, the *Certificate of Compliance Based on Total Facility (Terminal or Building Project)* must be submitted.
- For all other projects, the *Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building heavy construction projects such as runway or roadway construction; or equipment acquisition projects)* must be submitted.

Certificate of Buy American Compliance for Total Facility
(Buildings such as Terminal, SRE, ARFF, etc.)

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 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 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 US domestic products.
 - 3. 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% 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 the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support 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 results in rejection of the proposal.
 - 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 - 4. To furnish US domestic product for any waiver request that the FAA rejects.
 - 5. 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 that 60% 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% US 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 US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US 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

* * * * *

Certificate of Buy American Compliance for Manufactured Products
(Non-building construction projects, equipment acquisition projects)

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, or;
 - b) Installing manufactured products for which the 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 US domestic product
 - 3. To furnish US 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% 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 the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support 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 US domestic products at or above the approved US 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 that 60% 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% US 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 US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US 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

5. 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.

6. TITLE VI SOLICITATION NOTICE

The Roanoke Regional Airport Commission, 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, 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.

7. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL 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:

- 7.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 7.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall 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 shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 7.3 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- 7.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 7.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 7.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. 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).

9. CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$150,000 the aforementioned criteria and requirements.

10. 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) above, 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 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the 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 any monies 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 above.

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 section.

11. 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.

12. 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.

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

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

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

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

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

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

14. 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 DOT 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 recipient deems appropriate.

Prompt Payment (§26.29) - See Article 5 of the Contract.
Disadvantaged Business Enterprise (DBE) Assurances.

- A. Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.
- B. DBE Obligation. The engineer agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds provided under this agreement. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
- C. DBE Requirement

[NOTE: IT IS EXPECTED THAT THERE MAY BE DIFFERENT PERCENTAGE COMMITMENTS FOR EACH OF THE PHASES OF THE PROJECT.]

Engineer has proposed and shall be required to provide __ percent (%) DBE participation for this Contract; therefore, payments by Engineer to properly certified DBE's for subcontract work performed hereunder shall equal or exceed ____% of the total payments made to Engineer. Engineer shall complete such reports as Commission shall require to substantiate the extent of DBE participation.

Commission advises Engineer that failure of Engineer to carry out the requirements set forth in 49 CFR Section 26 dealing with minority business enterprise shall constitute a breach of contract and after the notification of the Department of Transportation, may result in termination of this agreement or such remedy as Commission deems appropriate.

- D. Replacement of DBE Subcontractors

Engineer shall make good faith efforts to replace DBE subcontractors that are unable to perform successfully with other certified DBE's to the extent needed to meet the agreed upon contract goal. The Engineer shall notify the DBE Liaison, Mr. Stanley Hale, immediately at (540) 344-6624 of the

DBE's inability or unwillingness to perform and provide reasonable documentation.

The Engineer shall obtain the Executive Director's prior approval of the substitute DBE or changes to the dollar values of any DBE subcontracts after negotiation of the contract and during contract performance, and shall provide copies of new or amended subcontracts, or documentation of good faith efforts in order to ensure that the substitute firms are eligible DBE's and that the Engineer is complying with the DBE policy and requirements. If the Engineer fails or refuses to comply within the time specified, the Engineer's actions or failure to act shall be treated as a breach of contract, and shall subject the Engineer to all remedies specified in the Contract, or available at law or equity for such breach.

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

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third-party subcontract involved on this project.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Contractor is encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for or on behalf of the Federal government, including work relating to an AIP grant or sub-grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and,

- b. Education awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting when driving in all Subgrants, contracts and subcontracts.

16. 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*).

17. 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.

18. 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).

19. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) MANDATORY CONTRACT LANGUAGE

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

20. 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.

21. 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.

22. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

23. 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.

24. 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.

25. RIGHTS TO INVENTIONS

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

If this Contract includes the performance of experimental, developmental, or research work, then this Contract provides for the rights of the United States and the City in any resulting inventions, as established by 37 C.F.R. 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 this reference the patent and inventions rights as specified in 37 C.F.R. § 401.14. The Contractor shall include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

See Attachment D in the RFP.

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

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

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

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

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

26. 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.

27. CERTIFICATION OF OFFEROR/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 twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

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

28. TERMINATION OF CONTRACT

- a. The Commission may, by written notice, terminate this contract in whole or in part at any time, either for the Commission's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Commission.
- b. If the termination is for the convenience of the Commission, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Commission may take over the work and prosecute the same to completion

by contract or otherwise. In such case, the contractor shall be liable to the Commission for any additional cost occasioned to the Sponsor thereby.

- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been affected for the convenience of the Commission. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the Commission provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Termination for Convenience (Professional Services)

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

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

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

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

Termination for Default (Professional Services)

Either party may terminate this Contract 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 Contract. 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 seven days advance written notice of its intent to terminate this Contract. 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 Contract.

1. **Termination by Owner:** The Commission may terminate this Contract in whole or in part, for the failure of the Contractor to:
 - a. Perform the services within the time specified in this contract or by Commission-approved extension;
 - b. Make adequate progress so as to endanger satisfactory performance of the project;
 - c. Fulfill the obligations of this Contract that are essential to the completion of the project.

Upon receipt of the notice of termination, the Contractor must immediately discontinue all services affected, unless the notice directs otherwise. Upon termination of this Contract, Contractor must deliver to the Commission 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.

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

The Commission further agrees to hold Contractor 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 Commission determines Contractor was not in default of this Contract, the rights and obligations of the parties shall be the same as if the Commission issued the termination for the convenience of the Commission.

2. **Termination by Contractor:** Contractor may terminate this Contract in whole or in part, if the Commission:
 - a. Defaults on its obligations under this Contract;
 - b. Fails to make payment to Contractor in accordance with the terms of this Contract;

- c. Suspends the project for more than 180 days due to reasons beyond the control of Contractor.

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

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

29. VETERAN'S PREFERENCE

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**EXHIBIT 3 – CONSULTANT’S FEE SCHEDULE FOR FIRST
YEAR OF THE TERM**

[NOTE: MAKE SURE THAT THE FEE SCHEDULE INCLUDES TITLES, NAMES, OR
SOME SORT OF EMPLOYEE NUMBERING SO THAT WE CAN DETERMINE WHO IS
DOING THE WORK AND WHAT THEY SHOULD BE PAID ON HOURLY RATE
CONTRACTS]

EXHIBIT 4 – CONSULTANT’S SUBCONSULTANT FEE SCHEDULES

[NOTE: MAKE SURE THAT THE FEE SCHEDULE INCLUDES JOB TITLES, NAMES, OR SOME SORT OF EMPLOYEE NUMBERING SO THAT WE CAN DETERMINE THAT THE CONSULTANT’S BILLING IS ACCURATE FOR HOURLY RATE CONTRACTS]

**EXHIBIT 5 – CONSULTANT’S PROPOSAL SUBMITTED IN
RESPONSE TO RFP #23-002**

EXHIBIT 6 – COMMISSION’S RFP WITHOUT SECTION F
“PROPOSED CONTRACT”