

**AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES**

THIS AGREEMENT (Agreement) is made and entered into, effective _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and KIMLEY-HORN & ASSOCIATES INC., A North Carolina Corporation (Consultant).

RECITALS

WHEREAS, the City desires to obtain professional civil engineering services for Runway 11L-29R Reconstruction Project (Project); and

WHEREAS, the Consultant is engaged in the business of furnishing services as a civil engineer and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, this Agreement sets forth the terms and conditions under which the Consultant shall provide professional services, to be paid with Airport funds and reimbursed with pledged Federal Aviation Administration Entitlement Funds as they are made available; and

WHEREAS, the Consultant acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for City by its Director of Aviation (Director) or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above and shall continue in full force and effect through the earlier of complete rendition of the services hereunder or December 31, 2025, subject to any earlier termination in accordance with this Agreement. The services of the Consultant as described in **Exhibit A** are to commence upon the City's issuance of a written "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed within 500 consecutive calendar days from such authorization to proceed.

3. Compensation.

- (a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of \$1,879,495.00. Such fee includes all expenses incurred by the Consultant in performance of the services.
- (b) Detailed statements shall be rendered monthly and will be payable in the normal course of City business.
- (c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to the Consultant's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. The Consultant shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of the City to the Consultant upon the earlier of: (i) the Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the Consultant; (ii) seven calendar days prior written notice with or without cause by the City to the Consultant; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
- (b) Immediately upon any termination or expiration of this Agreement, the Consultant shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of the Consultant that are owned by the City. Subject to the terms of this Agreement, the Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. The Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of the Consultant to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the Consultant, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.
- (d) Upon any breach of this Agreement by the Consultant, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which

may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

- (e) The Consultant shall provide the City with adequate written assurances of future performance, upon Director's request, in the event the Consultant fails to comply with any terms or conditions of this Agreement.
- (f) The Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Consultant shall notify Director in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Director of the cessation of such occurrence.

5. Confidential Information, Ownership of Documents, and Copyright License.

- (a) Any reports, information, or other data prepared or assembled by the Consultant pursuant to this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the City. During the term of this Agreement, and thereafter, the Consultant shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, designs, drawings, specifications, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.
- (b) Any and all original sketches, pencil tracings of working drawings, plans, computations, specifications, computer disk files, writings and other documents prepared or provided by the Consultant pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement or default by the Consultant. The Consultant grants the City a copyright license to use such drawings and writings. The Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein. The City may modify the design including any drawings or writings. Any use by the City of the aforesaid sketches,

tracings, plans, computations, specifications, computer disk files, writings and other documents in completed form as to other projects or extensions of this Project, or in uncompleted form, without specific written verification by the Consultant will be at the City's sole risk and without liability or legal exposure to the Consultant. The Consultant may keep a copy of all drawings and specifications for its sole and exclusive use.

(c) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 5.

(d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as the Consultant represents to the City that the Consultant and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the Consultant and any subcontractors to do and perform such services in a skillful manner and the Consultant agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of the Consultant or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, including California Civil Code section 2782.8, the Consultant shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, and litigation expenses and cost to enforce this Agreement) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, the Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the

Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

- (b) If at any time during the life of the Agreement or any extension, the Consultant or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to the Consultant shall be withheld until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.
- (c) The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.
- (d) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with the Consultant and the City prior to the commencement of any services by the subcontractor. the Consultant and any subcontractor/sub-consultant shall establish additional insured status for the City, its officers, officials, employees, agents, and volunteers by using Insurance Service Office (ISO) Form CG 20 10 04 13 or both CG 20 10 04 13 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional

insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to the City's execution of this Agreement, the Consultant shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, the Consultant shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Consultant in such statement.
- (b) The Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.), the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.) and Section 4-112 of the Fresno Municipal Code (Ineligibility to Compete). At any time, upon written request of the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, the Consultant shall immediately notify the City of these facts in writing.
- (c) In performing the work or services to be provided hereunder, the Consultant shall not employ or retain the services of any person while such person either is employed by the City or is a member of any the City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
- (d) The Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
- (e) Neither the Consultant, nor any of the Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project. the Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing.

- (f) If the Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the Consultant shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
 - (g) This Section 9 shall survive expiration or termination of this Agreement.
10. Recycling Program. In the event the Consultant maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, the Consultant at its sole cost and expense shall:
- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
 - (b) Immediately contact the City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
 - (c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.
11. General Terms and Federal Assurances.
- (a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Director or designee.
 - (b) Records of the Consultant's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of the Consultant pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the end of said time period whichever shall later occur. If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.
 - (c) Prior to execution of this Agreement by the City, the Consultant shall have provided evidence to the City that the Consultant is licensed to perform the services called for by this Agreement (or that no license is required). If the

Consultant should subcontract all or any portion of the work or services to be performed under this Agreement, the Consultant shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

- (d) The City will carry out applicable federal requirements in the administration of this Agreement. Notwithstanding Section 25 herein, the Consultant agrees to comply with all applicable federal assurances identified in Exhibit D and require that each subcontract include the same assurances by each of its subcontractors.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, the Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, the Consultant agrees as follows:

- (a) the Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
- (b) The Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. The Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to the Consultant's employment practices including, 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 Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (c) the Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without

regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

- (d) The Consultant 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 advising such labor union or workers' representatives of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, the Consultant is acting solely as an independent contractor. Neither the Consultant, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Consultant shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the Consultant is performing its obligations in accordance with the terms and conditions thereof.
- (b) This Agreement does not evidence a partnership or joint venture between the Consultant and the City. The Consultant shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Consultant shall bear its own costs and expenses in pursuit thereof.
- (c) Because of its status as an independent contractor, the Consultant and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to the City employees. The Consultant shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, the Consultant shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the Consultant's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co-

employee rights or other theory. It is acknowledged that during the term of this Agreement, the Consultant may be providing services to others unrelated to the City or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.
16. Assignment.
 - (a) This Agreement is personal to the Consultant and there shall be no assignment by the Consultant of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by the Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
 - (b) The Consultant hereby agrees not to assign the payment of any monies due the Consultant from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due the Consultant directly to the Consultant.
17. Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or

interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.
22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Consultant.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any

authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

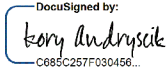
[Signatures follow on the next page].

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

KIMLEY-HORN & ASSOCIATES, INC.,
A North Carolina Corporation


By: _____
Georgeanne A. White
City Manager

By:  _____
Name: Kory Andryscik

By: _____
Henry Thompson, A.A.E., C.A.E., IAP
Director of Aviation
Airports Department

Title: Vice President
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

No signature of City Attorney required.
Standard Document #FedFund Eng.
CSA, Short Form, Total Fee -CMO(11-
2022) has been used without
modification, as certified by the
undersigned.

By:  _____
Name: Heath Hildebrandt

Title: Program Manager
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

By: _____
Jon Bartel
Project Manager
Airports Department

Any Applicable Professional License:
Number: _____
Name: _____
Date of Issuance: _____

REVIEWED BY:

Jon Bartel, Project Manager
Airports Department

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____

Deputy

Addresses:
CITY:
City of Fresno
Attention: Jon Bartel,
Project Manager
Fresno, CA 93727
Phone: (559) 621-4545
E-mail: jon.bartel@fresno.gov

CONSULTANT:
Kimley-Horn & Associates, Inc.
Attention: Heath Hildebrandt,
P.E.
7900 Rancharrah Parkway, Suite 100
Reno, NV 89511
Phone: 775-636-7834
E-mail: Heath.Hildebrandt@Kimley-
Horn.com

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form
4. Exhibit D - Assurances

EXHIBIT A



Scope of Services for

**PROFESSIONAL DESIGN SERVICES
FOR RUNWAY 11L-29R**

**AT FRESNO YOSEMITE
INTERNATIONAL AIRPORT**

January 29, 2024



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General Project Description

The project generally consists of the reconstruction of Runway 11L-29R at Fresno Yosemite International Airport (FAT). Refer to **Exhibit 1** for approximate project limits. The reconstruction of Runway 11L-29R will include full reconstruction of Runway 11L-29R with Portland Cement Concrete (PCC) pavement, rehabilitation (mill and overlay) of runway shoulders, reconstruct blast pad/overrun areas and associated lights (design only, construction alternate), rehabilitation (mill and overlay) connector Taxiways B2, B10, and C10 (design only, construction alternate), construct new Taxiway B5 between the runways with associated lights (design only, construction alternate), and demolition of Taxiways B3 and B4 (design only, construction alternate). The information gathered and decisions made in Task 2 will be the basis of design for this project. The scope of professional services will consist of the design services in FY 2024. The elements are further described below.

DESIGN – This part will consist of preparing engineer’s design report, construction drawings, specifications, Construction Safety Phasing Plan (CSPP), engineer’s opinion of probable construction cost, quality control reviews and revisions, constructability reviews, review meetings with the Airport, and value engineering. It is anticipated that the project will be developed as two (2) packages for contractor bidding. The Designer will prepare the entire project to a 90% level of completion and prepare one bid package in FY2024 based on funding. A separate scope of services will be prepared in FY 2025 for the preparation of the second bid package.

Design and Bidding Services

1 Project Requirements

1.1 Project Kickoff Meeting

An in-person or teleconference project kickoff meeting will be held after notice to proceed (NTP) and will consist of three (3) representatives from the design team and the Airport staff. The purpose of the meeting is to establish preliminary design goals and methods. An agenda will be developed by the Designer prior to the meeting. A summary of attendees and written summary of the meeting will also be prepared and distributed by the Designer.

Deliverables:

The Designer will develop and distribute an agenda to the Airport prior to the meeting for the Airport's addition of topics, in Microsoft Word format. The Designer will also develop and distribute meeting minutes and attendance log to the attendees, after the meeting, in electronic PDF format.

1.2 Design Schedule

The Designer will develop a detailed project schedule based on the anticipated following completion dates. The schedule will be based on the tasks identified in this scope of services and will incorporate project team resources. The critical path for design will be identified in the project schedule. The schedule will be approved by the Airport and become the baseline schedule used for scheduling tasks throughout construction. The Designer will coordinate with the Airport and team members to track progress of the schedule. A summary of the schedule progress and updated schedule will be submitted on a monthly basis with the Monthly Status Report. Occasionally, and with the Airport's approval, the baseline schedule may be adjusted as Project milestones for each task included in this contract change as a result of constraints outside of the Designer's control.

The anticipated project schedule milestone dates are as follows:

<u>Milestone</u>	<u>Anticipated Completion Date</u>
Notice to Proceed	February 2024
Preliminary Design 30% Submittal	April 2024
Design Development 60% Submittal	May 2024
90% Submittal.....	August 2024
IFB Submittal	September 2024

The milestone completion dates are dependent on NTP, project reviews (e.g. Airport, FAA, etc.), and the completion of field investigations. If any of these dates change, other milestone completion dates may be changed accordingly. The 90% and IFB submittal dates are subject to change and will be reevaluated with the Airport at the 30% and 60% submittals. Additionally, some of the submittal dates may be contingent upon funding and are subject to change should the funding dictate the schedule either be expedited or delayed. Should funding dictate changes to the schedule, a new schedule will be presented to the Airport for review and approval.



Deliverables:

The Designer will submit an updated monthly schedule and a progress report along with the Monthly Status Report to the Airport in pdf format.

1.3 Define and Implement Project Administration

The Designer will define how the project will be administered and coordinate the process with all team members. The Designer will be responsible for implementing that plan. This task will define such items as how instructions from the Airport are to be communicated to the Designer, how design issues will be communicated between all parties, and who the primary and secondary points of contact will be for both Airport and the project team. This process will be monitored and adjusted as necessary throughout the life of the project.

1.3.1 PROJECT MANAGEMENT SOFTWARE

A Project Management Software (PMS) and a file sharing software will be used on this Project to store, transfer, manage and share information on the Project with the Design Team and Airport. The Designer will update the project information on a weekly basis for the PMS and Airport's file sharing system. This process shall be continued from design through construction substantial completion. At the end of the project, the Designer will provide the Airport with a media storage device containing all the files for the project.

Deliverables:

The Designer will provide the Airport with a media storage device containing all the files for the project at the end of the project.

1.3.2 PROJECT COMMUNICATIONS

The Designer will develop, maintain, and update monthly schedules for project design. The Airport will provide a meeting place for status and review meetings and other meetings. The Designer will document decisions made during project meetings, prepare meeting minutes, and distribute the meeting minutes. The Airport will provide copies of all relevant project correspondence that they receive from outside parties to the Designer for internal communications and file management.

The communication protocol between the Airport and Design team will be the following:

- **Design Phase** – Airport Project Manager or Designee – Design Team Project Manager or Deputy Project Manager

The Designer will develop and maintain an internal communication protocol for the duration of the project. A Design Decision Matrix will be maintained, which will be utilized to track all design decisions made by any members of the Team throughout the duration of the project. An "Outstanding Items" tracker will be used for identifying outstanding items, assigning responsibilities for those items, and ensuring their completion. An overall communication plan will be developed and will be included in the project work plan.

Deliverables:

The Designer will develop and distribute agendas to the Airport's Project Manager prior to meetings for the Airport's review of topics, in Microsoft Word format. The Designer will submit meeting minutes, exhibits and attendance logs for meetings in electronic PDF format to the Airport and attendees of the meeting. The Designer will provide team members with the communication plan, interactive documents for the Design Decision Matrix and the Outstanding Items Tracker as part of the project Work Plan.



1.4 Quality Control

1.4.1 QUALITY CONTROL PLAN

The purpose of a Quality Control Plan is to create a framework for developing a quality design. This plan will identify responsible individuals for scope items as well as review procedures for all design submittals. It will also provide framework and goals for the quality workshops.

Deliverables:

The Designer will submit an electronic PDF format of the quality control plan to the Airport in draft form, and one (1) bound copy and an electronic PDF format of the final quality control plan incorporating the Airport's comments.

1.4.2 QUALITY MANAGEMENT PROCEDURES

A set of Quality Management Procedures will be established and maintained by the Design Team (e.g. Engineering and CAD procedures). These written procedures will require consistency in the quality of the deliverables prepared by each member of the Design team.

Deliverables:

The Designer will develop and distribute Quality Management Procedures to the Design team during the first internal design team meeting in electronic PDF format.

1.5 Work Plan

The purpose of a project work plan is to provide the project team with a "flight plan" for successful execution of the Project. The items contained in the Project work plan consist of the contract scope of services, terms and conditions; schedule; Quality Control Plan; organizational chart, communication plan, file structure and organization, CADD standards, document templates, and potential project risks and mitigation. The schedule identifies the external deadlines, the internal deadlines and the schedule of quality control input and reviews. The work plan will identify each team member and sub-consultant and their role.

Deliverables:

The Designer will submit in electronic format (PDF) the work plan to the Airport in draft form, and one (1) bound copy and electronic format (PDF) of the final work plan incorporating the Airport's comments.

1.6 Design Status/Working Meetings

1.6.1 IN-PERSON DESIGN STATUS MEETINGS

In-person project design status meetings may be held with the Airport Project Manager, Design Team Project Manager, Design Team Deputy Project Manager, and up to three (3) attendees from the Design Team during the final design tasks to provide an opportunity for both the Airport and the Designer to review and discuss progress of the project. Up to six (6) meetings may be held during Design. A standardized agenda will be developed by the Designer for each meeting. A summary of attendees, written summary of the meeting, recommended actions and responsible parties, and the recommended schedules for action items will also be prepared and distributed by the Designer.

The duration of these meetings will be approximately two (2) hours. The first hour will be used to cover all the elements of the project. The second hour will be used to cover specific elements intended for a specific audience. The following table lists the number of meetings per design phase.



DESIGN PHASE	START / END	DURATION	NUMBER OF MEETINGS
60% Design	April 2024 – May 2024	4 Weeks	2
90% Design	May 2024 – June 2024	4 Weeks	2
Issued for Bid	June 2024 – July 2024	4 Weeks	2

Deliverables:

The Designer will develop and distribute an agenda to the Airport prior to the meeting for the Airport’s addition of topics, in Microsoft Word format. The Designer will also develop and distribute meeting minutes and attendance log to the attendees, after the meeting, in electronic PDF format.

1.6.2 TELECONFERENCE PROJECT STATUS MEETINGS

Project status teleconference meetings may be held with the Airport Project Manager, Design Team Project Manager, and Design Team Deputy Project Manager during the off weeks of the in-person meeting. Up to three (3) meetings may be held during Final Design. A standardized agenda will be developed by the Designer for each meeting. A written summary of the meeting, the actions recommended, the responsible parties, and the recommended schedules for action items will also be prepared and distributed by the Designer.

The duration of these meetings will be approximately one (1) hour. The following table lists the number of meetings per design phase.

DESIGN PHASE	START / END	DURATION	NUMBER OF MEETINGS
60% Design	April 2024 – May 2024	4 Weeks	1
90% Design	May 2024 – June 2024	4 Weeks	1
Issued for Bid	June 2024 – July 2024	4 Weeks	1

Deliverables:

The Designer will develop and distribute an agenda to the Airport prior to the meeting for the Airport’s addition of topics, in Microsoft Word format. The Designer will also develop and distribute meeting minutes to the attendees, after the meeting, in electronic PDF format.

1.7 Monthly Status Reports

Monthly Status Reports will be prepared and provided by the 15th of each month with the invoice to the Airport for their use. The report will summarize the previous month’s activities, the progress of the project (including potential delays and problems that may have been encountered during the preceding month), deliverables, supplier diversity / mentorship update, and potential impacts to the design or construction budget and schedule.

Deliverables:

The Designer will submit to the Airport a Monthly Status Report in electronic format by the 15th of each month with the Designer’s Invoice.



1.8 Invoices

The Designer will provide monthly billing breakdowns to the Airport by the 15th of each month. Design team members will prepare and submit an invoice to KH by the 7th of each month. KH will send a reminder email to all design team members at the end of each month outlining the information that is required. The billing will include attachments required to process the invoice.

Deliverables:

The Designer will submit to the Airport an invoice in electronic PDF format by the 15th of each month for effort completed in the previous month. A draft invoice will be submitted to the Airport Project Manager for approval prior to a final invoice submittal.

2 Field Investigations and Existing Conditions

2.1 Field Survey and Topography

See **Exhibit 2: Proposed Field Survey Limits**

The Designer will provide a Topographic Survey for design support. These limits include the runway, 100 feet beyond the thresholds of the runway at each end, and approximately 50' of infield along the sides of the runway. The proposed survey limits are defined in **Exhibit 2**. The Designer understands the necessity for completing a survey that meets the accuracies required to provide the level of detail for this project. Safety and quality control are always an essential part of Designer's projects, and with civilian, military, and commercial aviation traffic being a part of this project, it is essential that a safety and quality control plan be implemented and understood by all personnel working on-site. Prior to, and throughout the survey project, the Designer will effectively communicate with appropriate airport officials and client personnel to established safety, communication, airside restrictions and future construction activity considerations.

- Badging will not be required. All surveying will be completed using escorts.
- It is assumed, at this time, that no airfield driver training will be required for survey staff. Should such training be required, additional fee shall be required.
- Surveying will be completed during daylight/daytime hours

2.1.1 SURVEY SPECIFICATIONS AND STANDARDS

- The survey will be prepared to standards previously used for airfield projects.

2.1.2 SURVEY REQUIREMENTS

- Datum Reference
- Topographic Survey
 - For this project the surveyor will provide sufficient quantity of horizontal and vertical control data to provide a detail topographic survey at a 1" =100' scale with 1.0' foot contour intervals over the project areas (shown in **Exhibit 2**)
 - Typical topographic survey items at a 1" =100' scale include:
 - Locations and widths of runways and taxiways within the survey limits.
 - Pavement marking would be collected and separated by color, and record width. All dashed markings would need to be separated and collected individually.
 - Locations and elevations of any structures, observed utilities, manholes, fences, gates, drainage pipes, culverts and ditches, taxiway and runway edges of pavements and centerlines, runway joints, and runway pavement markings, above ground utilities, fiber optic cable markers, and all above ground visible structure objects within the project limits.
 - Topographical elevations will be taken on surface of property along all linear break lines (points defining a linear relationship, such as a ridge, ditch, road crown, and curb line). Additional spot elevations should be taken between break lines to adequately define the surface. Spot elevations shall be shown to the closest 1/100th of a foot. Contours will then be generated from these field surveyed points and depicted on plan.
 - Elevation of any inverts at manholes and drain inlets (if accessible) within project survey limits. For manholes and inlets with multiple inlet and outlet pipes, relate invert to pipe with direction of flow.
 - Airfield utility structures sometimes have heavy-duty lids which prevent survey access. If these structures are to be assessed, FAT must provide the necessary equipment/personnel to open any heavy-duty utility structures.



- Rim elevations of electrical manholes and vaults.
 - The Design Team will not open any electrical manholes or vaults.
- Locations of underground electric and telephone lines based upon surface structures, markings by utility companies, and plans provided.

2.1.3 GROUND CONTROL

FAT does possess existing Primary and Secondary Airport Control Stations (PACS/SACS), these marks will be utilized as the basis of control. Other benchmarks and/or control that may be utilized for this project will be field verified.

2.1.4 AIRFIELD LIGHTING

As part of the field survey effort, the Designer will collect the positions of all the lights and signs within the project area. As part of the final deliverables, the Designer will collect the following attributes for the lights at FAT:

- Light fixture height
- Light fixture base
- Airfield Concrete Handholes and Manholes and Junction Structures

2.1.5 NAVAID AND MILITARY FACILITIES

Beyond the requirements of the topographic survey, there are many airfield facilities features too be included within the scope. These items will be surveyed through traditional survey methods and include foundations and elevations of equipment will also be surveyed:

- Runway 29R ALSF-2 (in pavement light bars only)
- Runway 11L-29R BAKs

Deliverables:

- An electronic file (AutoCAD Civil 3D) showing edge of pavements, markings, joint layout, lights, signs, fences, utilities, drainage structures (with inverts) and other items located in the survey will be added to the topographic survey file created under the previous contract to generate a full, comprehensive base map and will be furnished to the Airport.
- One hard copy of the survey (at a scale not to exceed 1 inch = 100 feet) signed and sealed by a surveyor registered in the state of California will be furnished to the Airport.
- A text file containing grid coordinates and elevations (25-foot grid on paved surfaces, 50-foot grid on turf, plus break lines, pavement centerlines, and edge of pavements) will be furnished to the Airport.
- Horizontal Coordinates will be referenced to NAD83.
- Vertical Elevations will be referenced to NAVD88 GEOID09.
- An electronic PDF copy of the unadjusted field data will be furnished to the Airport.
- The Designer will submit to the Airport one hard copy of the survey (at a scale not to exceed 1 inch = 100 feet) signed and sealed by a surveyor registered in the state of California Designer will submit to the Airport an AutoCAD Civil 3D base map file setup for 50 scale drawing format and one PDF file of the scanned signed and sealed survey.
- The survey will be submitted in the coordinate system currently used by the Airport.

3 Design – 30%

3.1 Development of Design Criteria

Building on the survey information gathered in Task 2, the Designer will research and document applicable and current Federal, state and local rules, codes, regulations, laws, advisory circulars, and ordinances for design criteria to be used during design. The Designer will review applicable draft Federal, state and local rules, codes, regulations, laws, advisory



circulars, and ordinances to see how they would impact the project. The Designer will develop a memorandum of all applicable and current design criteria, including highlighting the design criteria in draft form that may change, and will submit the memorandum to the Airport and FAA ADO Project Manager for concurrence prior to starting the 30% design. The Designer will formally obtain concurrence from the Airport and FAA ADO in writing.

The project will be designed to rules, codes, regulations laws, advisory circulars, and ordinances that are current at the start of the 30% design phase, unless otherwise directed by the Airport or FAA ADO Project Manager at the time of the deliverable for this task.

Deliverables:

The Designer will submit a draft memorandum in electronic PDF format to the Airport for comment. The Designer will submit a final memorandum in electronic PDF format to the Airport and FAA ADO Project Manager for concurrence.

3.2 Demolition Design

The Designer will develop preliminary demolition plans showing the limits of removal of the existing pavement based on the proposed horizontal and vertical geometry and grading plans. When developing the demolition plans, the Designer will incorporate sustainability as much as practical by salvaging and reusing existing materials. Limits of pavement marking demolition will be included in the operational phasing plans. The Designer will show the locations of removal and/or replacement of existing light fixtures on electrical demolition plans. The Designer will show the locations of airfield sign demolition on electrical demolition plans. Additional demolition items will be included as needed.

Deliverables:

The Designer will develop preliminary civil demolition plans and electrical demolition plans for Runway 11L-29R as part of the construction drawings.

3.3 Airfield Pavement Design

This task consists of the design of the Full-Strength PCC pavement section; Full Strength Asphalt pavement section (if needed); rehabilitation for asphalt shoulder section (mill and overlay), rehabilitation for 2erTaxiways B2, B10, and C10 asphalt pavement section (mill and overlay), preliminary P-501 specification and development of a preliminary jointing plan.

3.3.1 PAVEMENT DESIGN

The Designer will design the pavement section(s) to meet the requirements of FAA Advisory Circular 150/5320-6 – Airfield Pavement Design and Evaluation, current edition, and FAA design software FAARFIELD. The pavement design will be based on the aircraft traffic provided by the Airport as well as the geotechnical information provided by the Airport.

Traffic or fleet mix data will be provided by the Airport and/or tenants to establish the pavement design.

Deliverables:

All input information, results, and recommendations will be summarized in the pavement design section of the Engineer's Design Report. Typical sections will be developed for Runway 11L-29R as part of the construction drawings.

3.3.2 FLEET MIX AND TRAFFIC MEETING

The Designer will attend one meeting with the Airport and CANG to finalize the current and future fleet mix and current and future aircraft traffic forecast.

Deliverables:



The Designer will develop an agenda and meeting minutes from the meeting with CANG and submit to the Airport in electronic PDF format.

3.3.3 P-501 SPECIFICATION

The Designer will develop a preliminary P-501 technical construction specification that is appropriate for the needs of the project using industry best practices as well and design team technical experts. It is anticipated that a FAA Modification of Standard (MoS) will be needed for the P-501 technical construction specification. The Designer Team will develop the MoS and submit to the FAA via the FAA's AGIS portal at the 60% design stage of the project.

Deliverables:

The recommended changes to the P-501 technical construction specification will be summarized in the pavement design section of the Engineer's Design Report. The preliminary P-501 technical construction specification will be developed as part of the standard specifications.

3.3.4 JOINTING PLAN

The Designer will develop a preliminary jointing plan based on the slab thickness. The jointing plan will consider the total width and length of pavement to be constructed; location and size of in-pavement objects (manholes, lights, etc.); range of temperatures the pavement will be exposed too; and warping stresses. The Designer will minimize the number of irregular or odd shaped panels that would require reinforcement.

Deliverables:

The joint spacing recommendations will be summarized in the pavement design section of the Engineer's Design Report. Preliminary jointing plans will be developed for Runway 11L-29R as part of the construction drawings.

3.4 Geometry

This task will develop the schematic horizontal and vertical geometry for the project. Included in this task will be matching in the proposed geometry to existing geometry and developing vertical geometry for the runway.

3.4.1 HORIZONTAL GEOMETRY

The Designer will establish the schematic horizontal geometry for the project. The proposed edges of pavement on the taxiway connectors will be tied in.

Deliverables:

Design criteria and turning movements will be documented in the geometry section of the Engineer's Design Report. The Designer will progress the horizontal geometry plans for Runway 11L-29R as part of the construction drawings.

3.4.2 VERTICAL GEOMETRY

The Designer will develop centerline profiles for Runway 11L-29R and all connector taxiways within the project limits. Proposed profiles will be developed in accordance to current FAA design standards. The Designer will maintain the existing threshold elevations within ± 3 feet to maintain existing approach procedures.

Deliverables:

Design calculations including longitudinal gradients; grade changes; lengths of vertical curves, and distance between vertical curves will be documented in the geometry section of the Engineer's Design Report. Plan and profile plans for Runway 11L-29R will be developed as part of the construction drawings.

3.5 Grading



The Designer will evaluate existing on-pavement surface gradients and determine recommended improvements. The Designer will develop a schematic level grading plan for the Runway 11L-29R based on proposed horizontal and vertical geometry and the existing conditions. The schematic level grading will develop the approximate disturbance limits for the infields.

Deliverables:

The Designer will document existing grade analysis in the Engineer's Design Report. Schematic grading plans will be developed as part of the construction drawings.

3.6 Pavement Markings

The Designer will develop the pavement marking design based on the schematic horizontal geometry using any modifications or additions to the geometry plan. Proposed pavement markings shall conform to FAA Advisory Circular 150/5340-1M, *Standards for Airport Markings*. The Designer will develop pavement markings for all areas of runway reconstruction within the project limits: Runway 11L-29R, any connector taxiways that will be re-marked.

Deliverables:

Design decisions made regarding pavement markings will be documented in the Engineer's Design Report. Pavement marking plans will be developed for Runway 11L-29R and connector taxiways as part of the construction drawings.

3.7 Airfield Electrical

The Designer will progress the schematic airfield lighting and signage layout. Design consists of power distribution, airfield lighting, and airfield signage design in accordance with FAA standards. The Designer will continue to work with the Airport and other stakeholders to determine if LED lighting should be used on the runway.

3.7.1 AIRFIELD LIGHTING

The Designer will progress the schematic airfield lighting design developed during Part A. The design will be per FAA Advisory Circular 150/5345-46E, *Specification for Runway and Taxiway Light Fixtures* and Advisory Circular 150/5340-30J, *Design and Installation Details for Airport Visual Aids*. Design and location of light fixtures will be based on the proposed airfield geometry and pavement marking design for the project. Runway lighting improvements will consist of new runway edge lights, centerline lights, and touchdown zone lighting. The Designer will continue to work with the Airport and other stakeholders to determine if LED lighting should be used on the runway.

Deliverables:

Airfield lighting design decisions will be documented in the airfield electrical section of the Engineer's Design Report. Airfield lighting plans will be developed as part of the construction drawings.

3.7.2 AIRFIELD SIGNAGE

The designer will progress the schematic airfield signage design. The design will be per FAA Advisory Circular 150/5340-18G, *Standards for Airport Sign Systems* and Advisory Circular 150/5340-30J, *Design and Installation Details for Airport Visual Aids*. Design and location of signs will be based on proposed airfield geometry and pavement marking design for the project. Airfield signage design will consist of runway distance remaining signs, taxiway guidance signs, taxiway location and direction signs, and runway location signs.

Deliverables:

The Designer shall document design decisions for airfield signage in the airfield electrical section of the Engineer's Design Report. Airfield signage plans will be developed as part of the construction drawings.



3.8 Construction Operations and Phasing Plan

The Designer will prepare and submit operational and construction safety phasing plans (CSPP) for one design package and respond to questions from the Airport and/or FAA. The operational plans will be developed in accordance with FAA AC 150/5370-2G – Operational Safety on Airports During Construction. The Designer will conduct an initial working session with the Airport before the 30% Submittal. This meeting will determine the appropriate language for each section of the CSPP to create a master template for the Designer to use on the project and for the Airport to use on future airfield projects moving forward. As part of this task, the Designer will develop an outline/draft of the CSPP. The Designer will develop operational plans will include an overview of the phasing and detailed phasing.

Deliverables:

The Designer will develop and distribute an agenda, presentation, and sign-in sheet for the CSPP meeting, in Microsoft Word format. The Designer will prepare and distribute meeting minutes to the Airport and team members in electronic format. The Designer will provide a CSPP template in Microsoft Word to the Airport for review. The Designer will develop and provide an outline/draft of the CSPP to the Airport and FAA for review. The Designer shall document design decisions in the Engineer's Design Report. Schematic operational plans will be developed as part of the construction drawings.

3.9 30% Submittal

3.9.1 ENGINEER'S DESIGN REPORT

The Designer will prepare text and graphics related to the design elements for the Design Report to be compiled and submitted to the Airport. The Design Report will document items such as design concepts, assumptions, calculations, design criteria used, anticipated construction materials, electrical modifications, OPCC, and aircraft movement during construction.

The Designer will prepare a Draft Engineer's Design Report that will, among other things, identify the design processes for major project items from preliminary investigations, pavement sections, construction materials, and electrical. The report will reference applicable FAA standards.

Deliverables:

The Designer will submit an electronic PDF file of the draft Engineer's Design Report to the Airport.

3.9.2 CONSTRUCTION DRAWINGS

Construction drawings will represent the schematic drawings for the project. All drawings will be drafted using 2024 AutoCAD Civil 3D software.

The tasks to be completed during the 30% construction drawings submittal include the following:

- Develop preliminary drawings depicting the general requirements of the project, sheet notes, index of symbols, and related general notes describing the requirements of the work.
- Prepare preliminary existing conditions plans using the topographic survey information.
- Prepare preliminary horizontal pavement geometric layouts.
- Develop the pavement typical sections for the runway and taxiways.
- Develop preliminary runway and taxiway pavement profiles.
- Prepare preliminary airfield demolition plans for the project and coordinate spoil areas for removed material such as granular materials, concrete, structures, and lighting. Although the demolition plan design does not include design for removal or handling of contaminated or hazardous materials, notes will be provided on the demolition plans to direct the contractor on handling contaminated soil.
- Develop runway centerline, threshold, and edge lighting conduit layout.
- Develop runway and taxiway signage layout.



- Temporary or permanent access facilities, temporary fencing and security control, modifications to airport operations, and phasing.
- Develop layout drawings to identify existing features as they pertain to crossing of electrical systems as well as connections to the electrical vault.
- Prepare preliminary construction phasing plans and details.

Deliverables:

The Designer will prepare roll plots of runway and taxiway centerline profiles, horizontal geometry, and preliminary electrical infrastructure layouts. The Designer will submit these documents in electronic file format to the Airport for review prior to the 30% review meeting.

The Designer will submit in electronic PDF format half-size (11"x17") drawings representing the designs at the 30% level to the Airport for review and comment.

3.9.3 SPECIFICATIONS

The Designer will develop as part of the 30% submittal a list of technical specifications necessary for construction of the items designed as part of the project. The technical specifications will be based upon FAA Advisory Circular 150/5370-10H – Standard Specifications for Construction of Airports and Caltrans Standard Specifications.

The Designer will identify and provide a list of any potential FAA MoS that may be required for the technical construction specifications.

Deliverables:

The Designer will submit a list of the proposed technical construction specifications to the Airport in electronic PDF format. The Designer will submit a list of potential MoS that may be required for the technical construction specifications to the Airport in electronic PDF format.

3.9.4 ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

The Designer will perform quantity takeoffs and prepare an opinion of probable construction cost at the 30% submittal. The quantity takeoffs will be done by both the team members responsible for design and an independent team member. Multiple methods will be used for quantity takeoffs to enhance the accuracy. Methods will include manual takeoffs using physical plans or PDFs and digital takeoffs using AutoCAD Civil 3D.

The Designer will perform quantity takeoffs and prepare an opinion of probable construction cost for the 30% Review meeting. The Designer will include a 20% contingency markup on the total opinion of probable construction cost for the 30% submittal. The Designer will only contact suppliers for cost information and will not directly contact Contractors.

Deliverables:

The Designer will submit the Opinion of Probable Construction Cost to the Airport in electronic PDF format. Detailed quantity calculations will be provided as part of the Engineer's Design Report.

3.9.5 QUALITY CONTROL REVIEW AND REVISIONS

The Designer will perform quality control reviews prior to submitting each deliverable to the Airport. Quality control reviews will consist of reviewing all engineering elements: plans; construction technical specifications; engineer's design report; and engineer's opinion of probable construction costs. Quality control review process will include review of hardcopy documents, calculations, and CADD files.

The Designer's review will be limited to the activities specifically described in this scope.

The Designer will conduct an in-house quality control review of the following:



- Plan sheets
- Construction safety phasing plan (CSPP)
- Potential operational and tenant impacts
- Potential security impacts
- Staging and haul routes plan
- Maintenance of traffic during construction
- Engineer's Design Report
- Technical construction specification outline
- Construction quantities and estimates of probable construction costs
- Project Schedule
- CADD base files

The Designer will make appropriate revisions necessary to incorporate the Quality Control Review comments into the documents prior to submitting the documents to the Airport.

Deliverables:

The Designer will submit a summary, in electronic PDF format, to the Airport summarizing the QC Review including team members participating in the review, resolutions of conflicts, and new QC items identified.

3.9.6 CONSTRUCTABILITY REVIEW

The constructability review process will be a part of maintaining project quality and assist in the early identification of issues to be addressed in the contract documents. It includes review of the project features and contract documents with focus on construction processes and sequences. The constructability review committee will be led by the Project Manager. The committee will present their findings and recommendations to the Designer.

Procedure:

The review will focus on identifying refinements to the design in the plans, specifications, invitation for bid, and schedule of quantities, that is intended to improve or simplify construction techniques and sequences.

The technical specifications will be reviewed to identify issues and restrictions that are unique to the project. Each section will be reviewed to further identify the necessary items that have been provided in the schedule of quantities. The review may also identify airfield closure restrictions that could impact construction requirements.

The plans will be reviewed with attention to identification of existing and proposed facilities. The review also will focus on identifying potential conflicts between these facilities and demolition or new construction. This includes cables, power systems, and airfield electrical.

This process will also include a review of the soil borings for impacts to pavement and structures, determination of what soil types and other subsurface features such as rock and water tables will have an influence on construction, and a review of phasing for construction process and airport operations.

A review of the contract time will also be performed as part of the constructability review. Review will be made for potential items that could reduce the time of construction while minimizing the impact the project has on airfield operation.



The constructability review committee will contact the following individuals as needed during the review process:

- Airport Director of Aviation
- Airport Assistant Director of Aviation
- Airport Project Manager
- Airport Construction Manager
- Airport Facilities Manager
- Airport Safety Management Systems Manager
- Airport Operations
- Design team representatives

General information to be provided by the Designer to the constructability review committee includes:

- Technical Specifications and Plans
- Invitation for Bid with quantities for items
- Comments from previous reviews
- Record drawings of airfield and utilities, if available

Duration:

This task will take five (5) business days to perform the constructability review and to file a constructability report. The five (5) day review period will run concurrent with the continuing design for all review milestones.

Deliverables:

The Designer will provide a copy of the constructability report in electronic PDF format.

3.9.7 REVIEW MEETING WITH AIRPORT

The Designer will conduct an in-person review meeting with the Airport at the 30% submittal to provide an overview of the project and where the design is currently for each discipline. Up to four (4) representatives from the Design Team will attend. The meeting will allow for questions and discussions regarding the design to be addressed in subsequent submittals.

The Designer will conduct a half-day in person review meeting with the Airport to discuss the 30% design level of the project. To better understand the full scope of the project, roll plots will be used. The format of the meeting will include an overview of the project and where the design is currently for each discipline; break-out sessions for phasing; horizontal and vertical geometry; signage, lighting, and marking. The meeting will allow for questions and discussion by the Design Team and Airport regarding the design to be addressed during the 30% design phase.

As part of the 30% review meeting, the design team will perform a walk-through of the site to review the existing conditions survey and to identify potential conflicts with the design plan.

Deliverables:

The Designer will submit only roll plots to the Airport to review prior to the 30% review meeting. Sheet layouts will not be completed during this stage of the design process. The Designer will prepare and distribute an agenda and meeting minutes to the Airport and team members in electronic PDF format.

4 Design – 60%

4.1 Demolition Design

The Designer will progress the demolition plans developed during the 30% design phase. During this task, the Designer will finalize the limits of removal of the existing pavement based on the proposed horizontal and vertical geometry and grading plans. The Designer will incorporate sustainability as much as practical by salvaging and reusing existing materials. Limits of pavement marking demolition will be included in the operational phasing plans. The Designer will show the locations of removal and/or replacement of existing light fixtures on electrical demolition plans. The Designer will show the locations of airfield sign demolition on electrical demolition plans. Additional demolition items will be included as needed.

Deliverables:

The Designer will progress the civil demolition plans and electrical demolition plans for Runway 11L-29R as part of the construction drawings.

4.2 Airfield Pavement Design

This task will build upon the information developed during the 30% design stage of the project. This task consists of finalizing the P-501 technical construction specification; progress the jointing plan; developing joint types, and joint sealant; sizing of dowel bars and spacing; reinforcing steel calculations; and grooving and friction.

4.2.1 P-501 SPECIFICATION

The Designer will finalize P-501 technical construction specification that was developed during the 30% design stage of the project. It is anticipated that a FAA Modification of Standard (MoS) will be needed for the P-501 technical construction specification. The Designer Team will develop the MoS and submit to the FAA via the FAA's AGIS portal.

Deliverables:

The Designer will update the pavement design section of the Engineer's Design Report with any additional changes that were agreed upon during the 60% design. The P-501 technical construction specification will be developed as part of the standard specifications. The Designer will submit an electronic PDF of the draft P-501 technical construction specification MoS to the Airport for review. The Designer will submit a final P-501 technical construction specification MoS to the FAA via the FAA's airport GIS portal.

4.2.2 JOINTING PLAN, JOINT TYPES, AND JOINT SEALANT

The Designer will progress the jointing plan developed during the 30% design stage of the project. The Designer will develop joint types according to the function that the joint is intended to perform. The joints anticipated for this project include isolation joints (Type A); contraction joints (Type D); and construction joints (Type E). The Designer will develop joint sealant details based on the joint types used on the project and the jointing material used.

Deliverables:

The joint types, and joint sealant recommendations will be summarized in the pavement design section of the Engineer's Design Report. The Designer will progress the jointing plans and develop joint details for Runway 11L-29R as part of the construction drawings.

4.2.3 DOWEL BAR SIZING AND SPACING

The Designer will size the dowel bars (diameter and length) based on the slab thickness. The dowel bar spacing will be developed based on the slab thickness and the jointing plan.

Deliverables:

The dowel bar sizing and spacing recommendations will be summarized in the pavement design section of the Engineer's Design Report. Dowel bar sizing and spacing details will be developed as part of the construction drawings.

4.2.4 REINFORCING STEEL CALCULATIONS

Where irregular or odd shaped panels are required, the Designer will calculate the reinforcing steel required. The reinforcing steel shall consist of no less than 0.050 percent of the gross cross-sectional area of the slab in both directions.

Deliverables:

Design calculations for reinforcing steel will be submitted as part of the Engineer's Design Report. Reinforcing details will be developed as part of the construction drawings.

4.2.5 GROOVING AND FRICTION

The Designer will develop a grooving plan and details per FAA Advisory Circular 150/5320-12C – Measurement, Construction, Maintenance of Skid-Resistant Airport Pavement Surfaces.

Deliverables:

The recommendation for the areas to be grooved; the grooving spacing; depths; and widths will be summarized in the pavement design section of the Engineer's Design Report. Grooving plan and details will be developed for Runway 11L-29R as part of the construction drawings.

4.3 Geometry

This task will finalize horizontal and vertical geometry that was developed during the 30% design stage of the project.

4.3.1 HORIZONTAL GEOMETRY

The Designer will finalize horizontal geometry that was developed during the 30% design stage of the project. The match line between proposed and existing will be finalized at all points based on the proposed vertical geometry and proposed grading.

Deliverables:

The Designer will update the geometry section of the Engineer's Design Report based on any changes during the 60% design. Horizontal geometry plans for Runway 11L-29R will be finalized as part of the construction drawings.

4.3.2 VERTICAL GEOMETRY

The Designer will finalize centerline profiles for Runway 11L-29R and all connector taxiways within the project limits. Proposed profiles will be developed in accordance to current FAA design standards. The Designer will maintain the existing threshold elevations within ± 3 feet to maintain existing approach procedures. Centerline profiles will show all major utility crossing both existing and proposed.

Deliverables:

The Designer will update the geometry section of the Engineer's Design Report based on any changes during the 60% design. Plan and profile plans will be developed for Runway 11L-29R will be finalized as part of the construction drawings.



4.4 Grading

The Designer will progress the schematic grading design that was developed during the 30% design stage of the project. The Designer will develop grading for Runway 11L-29R and Taxiway connectors based on final horizontal and vertical geometry and the existing conditions. The Designer will review longitudinal grades along Runway 11L-29R and connectors to ensure they meet criteria established in FAA Advisory Circular 150/5300-13B, Airport Design. The Designer will develop grading to correct non-standard conditions identified including but not limited to:

- Runway and Taxiway Transverse Grades
 - Pavement Centerline to Pavement Edge
 - Pavement Edge to Shoulder Edge

Proposed grading limits will extend out to ten (10) feet beyond edge of shoulder. Final grading will be completed with the bid package.

Deliverables:

The Designer will document decisions made for grading throughout the proposed site in the Engineer's Design Report. The Designer will progress the grading plans as part of the construction drawings. The Designer will provide the existing and proposed surfaces used in design in an XML format to the Airport at the completion of the design of the bid package.

4.5 Pavement Marking

The Designer will finalize the pavement marking design developed during the 30% design phase. The pavement marking design will be based on the final horizontal geometry.

4.5.1 PERMANENT PAVEMENT MARKING

The Designer will finalize pavement markings for all areas of runway reconstruction within the project limits: Runway 11L-29R and connectors. The Designer will develop all necessary pavement marking details.

Deliverables:

The Designer will update the Engineer's Design Report based on any decisions made during the 60% design phase. The Designer will finalize the pavement marking plans and develop pavement marking details for Runway 11L-29R and connector taxiways as part of the construction drawings.

4.5.2 TEMPORARY PAVEMENT MARKING

The Designer will develop temporary pavement markings to accommodate the phasing of the project including any temporary relocated thresholds. Additionally, the Designer will determine if additional temporary pavement markings will be needed for routing of aircraft around the limits of the project.

Deliverables:

The Designer shall document reasoning for and design of temporary pavement markings in the Engineer's Design report. Temporary pavement marking plans and details will be developed for Runway 11L-29R and connector taxiways as part of the construction drawings.

4.6 Airfield Electrical

The Designer will finalize the power distribution, airfield lighting and signage layout developed during the 30% design phase. The Designer will continue to work with the Airport and other stakeholders to determine if LED lighting should be used on the runway portion project.

4.6.1 AIRFIELD LIGHTING



The Designer will finalize the airfield lighting system developed during the 30% design phase. Design and location of light fixtures will be based on the final proposed airfield geometry and pavement marking design for the project. Additionally, the Designer will consider project phasing throughout lighting design. Lighting improvements will consist of new runway edge lights and centerline lights; touchdown zone lighting. The Designer will continue to work with the Airport and other stakeholders to determine if LED lighting should be used on the runway portion of the project.

Deliverables:

Airfield lighting design decisions will be documented in the Engineer's Design Report. Airfield lighting plans, installation details, and light fixture schedules will be developed as part of the construction drawings.

4.6.2 AIRFIELD SIGNAGE

The designer will finalize the airfield signage developed during the 30% design phase. Design and location of signs will be based on final proposed airfield geometry and pavement marking design for the project. Additionally, the Designer will consider project phasing and packaging throughout signage design. Airfield signage design will consist of runway distance remaining signs, taxiway guidance signs, taxiway location and direction signs, and runway location signs.

Deliverables:

The Designer shall document design decisions and calculations for airfield signage in the Engineer's Design Report. Airfield signage plans, installation details, sign schedules, and installation schedules will be developed as part of the construction drawings.

4.7 NAVAIDS

The Designer will review existing airfield navigational aids (NAVAIDs) within the project limits. The Designer will develop improvements and modifications to existing NAVAIDs impacted as part of this project in accordance with current FAA standards. This scope does not include Runway status light system (RWSLs) consisting of runway entrance lights (RELs) and take-off hold lights (THLs). The FAA NAVAIDS included in this project are listed in the subtasks below.

FAA Coordination:

- Discuss system issues with Local FAA Tech Ops to foster robust design.
- Establish flight check(s) and publication dates with Flight Procedures Office.

4.7.1 INVESTIGATION OF EXISTING NAVAID FACILITIES

The Designer will make up to one (1) site visit to investigate the existing conditions of the NAVAID facilities. The Designer will take inventory of the equipment including type and condition of equipment. The Designer will also take photos of the equipment. The Designer will develop a memorandum summarizing the findings of the existing equipment and provide recommendations for equipment to be salvaged and reused or replaced. All site visits will be during the day between the hours of 0800 – 1700. The Airport will coordinate with local FAA Tech Ops to gain access to all NAVAID equipment.

Deliverables:

The Designer will develop a memorandum in electronic PDF format that will be provided to the Airport and FAA. Information gathered will be documented in the Engineer's Design Report.

4.7.2 RUNWAY 29R ALSF-2

The Designer will develop design documents to reconstruct 29R ALSF-2 threshold bar and reestablish up to four (4) Runway 29R ALSF-2 system light bars to accommodate new pavement and proposed grading and to meet current



standards. The Designer will address impacts and develop design documents for the existing ALSF-2 system based on the proposed vertical geometry. The Airport agrees to obtain for the Designer the FAA record drawings for affected facilities, including any made locally by the FAA personnel on the affected facilities. The Designer assumes that all components associated with the Runway 29R ALSF-2 will be salvaged and reused unless directed by the Airport and FAA.

Deliverables:

The Designer shall document design decisions in the Engineer's Design Report. The Designer will develop Runway 29R ALSF-2 threshold bar and ALSF-2 system modification plans and details as part of the construction drawings.

4.8 Construction Operations and Phasing Plan

This task will include the progressing the design of the operational plan for the project. The operational plan will include an overview of the phasing, detailed phasing, and phasing details. The Designer will develop a draft final of the CSPP.

Phasing limit consideration will be applied not only to aircraft operations, but also site and paving plans, and proposed electrical infrastructure. Temporary pavement ramps and electrical jumpers shall be considered for the interim conditions between the phases. Detailed views of all temporary lighting, signage, and marking changes required before each phasing change will also be included in the operational plans and CSPP.

Deliverables:

The Designer will develop and distribute an agenda, presentation, and sign-in sheet for the CSPP meeting, in Microsoft Word format. The Designer will prepare and distribute meeting minutes to the Airport and team members in electronic format. The Designer will develop and provide a draft final of the CSPP to the Airport and FAA for review. The Designer shall document design decisions in the Engineer's Design Report. Schematic operational plans will be developed as part of the construction drawings.

4.9 60% Submittal

4.9.1 ENGINEER'S DESIGN REPORT

The Designer will update the Engineer's Design Report to address comments from the 30% submittal. This report will, among other things, identify the design processes for major project items from preliminary investigations, pavement sections, construction materials and specifications, and electrical. The report will reference applicable FAA standards.

Deliverables:

The Designer will submit an electronic PDF file of the draft Engineer's Design Report to the Airport.

4.9.2 CONSTRUCTION DRAWINGS

All drawings will be drafted using 2024 AutoCAD Civil 3D software.

All documents will be revised per the comments agreed upon by the Airport and Designer at the 30% QC/QA review and constructability review meetings.

- Update preliminary existing conditions plans using the topographic survey information and findings from the field verification and investigation tasks.
- Update preliminary horizontal pavement geometric layouts.
- Develop the final pavement design and typical pavement sections for runway and shoulders.
- Update preliminary runway pavement profiles, and site grading plans for the proposed work.
- Update preliminary airfield demolition plans for the Project and coordinate spoil areas for removed material such as granular materials, concrete, structures, and lighting. Although the demolition plan



design does not include design for removal or handling of contaminated or hazardous materials, notes will be provided on the demolition plans to direct the contractor on handling contaminated soil.

- Update preliminary paving plans.
- Prepare preliminary joint layouts and details.
- Dimension lighting, signage, and conduits/ducts.
- Revise lighting and conduit layout.
- Develop temporary jumper cable layout for phased construction.
- Develop electrical junction structure modification/replacement details.
- Develop lighting identification.
- Develop light/signage fixtures installation schedule.
- Develop trench, conduit, and junction structure installation details.
- Perform electrical load calculations.
- Temporary lighting, signing and pavement markings as required for taxiway routing to accommodate construction phasing prior to runway commissioning.
- Temporary or permanent access facilities, temporary fencing, modifications to airport operations, phasing.
- Update preliminary runway lighting and signage layout and details.
- Update preliminary drawings depicting the general requirements of the project, including sheet notes, index of symbols, and related general notes describing the requirements for electrical elements of work.
- Update layout drawings to identify existing features as they pertain to crossing of electrical systems as well as connections to the electrical vault.
- Update preliminary drawings for the proposed lighting and signage, circuitry, temporary jumper layouts for phased construction, demolition, and associated airfield electrical work as outlined herein.
- Develop preliminary designs and details for new duct bank systems and duct relocations.
- Prepare pavement marking plans showing the layout of runway and taxiway markings. Coordinate with sign layout plans.
- Update preliminary construction phasing plans and details.

Deliverables:

The Designer will submit an electronic PDF of half-size (11"x17") drawings representing the designs at the 60% level to the Airport for review and comment. The Designer will also submit operational plans in electronic file format to Airport for distribution to the FAA to review and comment. The Designer will submit an electronic PDF responding the Airport's comments. The estimated number of sheets and sheet descriptions are as follows:

- | | |
|-----|---|
| (1) | Cover Sheet |
| (2) | Index of Drawings |
| (2) | Symbols, Legends, and Abbreviations |
| (1) | Project Layout Plan and General Notes |
| (6) | Project Horizontal and Vertical Control |
| (3) | Airspace Critical Locations Plan |
| (1) | Operational Plan Notes |
| (1) | Operational Plan Phase 1 |
| (3) | Phasing Details Phase 1, |
| (1) | Operational Plan Phase 2 |
| (4) | Phasing Details Phase 2, |
| (1) | ARFF Response Route Plan |
| (1) | Safety and Security Notes |
| (1) | Safety and Security Details |
| (1) | Temporary Batch Plant Area |



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(2)	Operational Details
(2)	Staging Area Plans
(1)	Existing Conditions Key Map
(15)	Existing Conditions Plan
(7)	Existing Structure Tables
(1)	Demolition Plan Keymap And General Notes
(15)	Demolition Plan
(3)	Demolition Details
(10)	Typical Sections
(1)	Geometric Layout Keymap
(11)	Geometric Layout Plan
(1)	Geometric Layout Curve Tables
(1)	Plan and Profile Keymap
(23)	Plan and Profile
(1)	Pavement Elevations Keymap
(15)	Pavement Elevations Plan
(1)	Joint Layout Keymap
(11)	Joint Layout Plan
(3)	Pavement Joint Details
(1)	Grading Plan Keymap
(15)	Grading Plan
(1)	Grooving Plan and Details
(1)	Temporary Pavement Marking Layout Keymap
(11)	Temporary Pavement Marking Plan
(1)	Pavement Marking Layout Keymap
(15)	Pavement Marking Plan
(6)	Pavement Marking Details
(1)	Lighting and Signage Demolition Keymap and Notes
(15)	Lighting and Signage Demolition Plans
(1)	Lighting and Signage Layout Keymap
(15)	Lighting and Signage Plans
(1)	Temporary Electrical Plan Keymap and Notes
(11)	Temporary Electrical Plans
(4)	Airfield Circuitry Plans
(10)	Airfield Lighting Installation Details
(6)	Lighting Coordinates
(2)	Trench Details
(1)	Sign Installation Details
(4)	Sign Schedules
(4)	Manhole And Pullbox Details
(4)	RW 29R ALSF-2 Threshold Bar
(2)	Misc. FAA Details
(285)	Estimated Sheet Count (60% Submittal)



4.9.3 SPECIFICATIONS

The Designer will develop technical specifications for the 60% submittal. The technical specifications will be based upon FAA Advisory Circular 150/5370-10H – Standard Specifications for Construction of Airports and Caltrans – Standard Specifications.

The Designer will prepare 60% general, special, and technical construction specifications. The Designer will coordinate supplemental specifications with the Airport's General Terms and Conditions. The Designer will address all Engineer Notes as part of the 60% Submittal. The Designer will use track changes to track any modifications to the technical construction specifications.

The Designer will submit FAA MoS for technical construction specifications after 60% for review by the Airport.

Deliverables:

The Designer will submit an electronic PDF of the 60% technical construction specifications for the Airport's review and comment. The Airport will forward copies to the FAA for review and comment.

4.9.4 ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

The Designer will perform quantity takeoffs and prepare an opinion of probable construction cost at the 60% submittal. The quantity takeoffs will be done by both the team members responsible for design and an independent team member. Multiple methods will be used for quantity takeoffs to enhance the accuracy. Methods will include manual takeoffs using physical plans or PDFs and digital takeoffs using AutoCAD Civil 3D.

The Designer will perform quantity takeoffs and prepare an opinion of probable construction cost for the 60% Review meeting. The Designer will develop a variance report providing documentation of changes from the previous OPCC. The variance report will be broken into eight major categories: General Conditions; Demolition & Sitework; Pavement; Electrical and Markings; NAVAIDs; and Design Evolution.

The Designer will include a 10% contingency markup on the total opinion of probable construction cost for the 60% submittal. The Designer will only contact suppliers for cost information and will not directly contact Contractors.

Deliverables:

The Designer will submit the Opinion of Probable Construction Cost to the Airport in electronic PDF format. The Designer will submit a variance report to the Airport in electronic PDF format. Detailed quantity calculations will be provided as part of the Engineer's Design Report.

4.9.5 QUALITY CONTROL REVIEW AND REVISION

The Designer will perform quality control review prior to submitting each deliverable to the Airport. Quality control reviews will consist of reviewing all engineering elements: plans; construction technical specifications; engineer's design report; and engineer's opinion of probable construction costs. Quality control review process will include review of hardcopy documents, calculations, and CADD files.

The Designer's review will be limited to the activities specifically described in this scope.

The Designer will conduct an in-house quality control review of the following:

- Plan sheets
- Construction safety phasing plan (CSPP)
- Potential operational and tenant impacts
- Potential security impacts
- Staging and haul routes plan
- Engineer's Design Report



- Technical construction specifications
- Construction quantities and estimates of probable construction costs
- Project Schedule
- CADD base files

The Designer will make appropriate revisions necessary to incorporate the Quality Control Review comments into the documents prior to submitting the documents to the Airport.

Deliverables:

The Designer will submit a summary, in electronic PDF format, to the Airport summarizing the QC Review including team members participating in the review, previous issues identified, resolutions of conflicts, and new QC items identified.

4.9.6 CONSTRUCTABILITY REVIEW

The constructability review process will be a part of maintaining project quality and assist in the early identification of issues to be addressed in the contract documents. It includes review of the project features and contract documents with focus on construction processes and sequences. The constructability review committee will be led by the Project Manager and include senior members of the construction administration team. The committee will present their findings and recommendations to the Designer.

Procedure:

The review will focus on identifying refinements to the design in the plans, specifications, invitation for bid, and schedule of quantities, that is intended to improve or simplify construction techniques and sequences.

The technical specifications will be reviewed to identify issues and restrictions that are unique to the project. Each section will be reviewed to further identify the necessary items that have been provided in the schedule of quantities. The review may also identify airfield closure restrictions that could impact construction requirements.

The plans will be reviewed with attention to identification of existing and proposed utilities and facilities. The review also will focus on identifying potential conflicts between these facilities and demolition or new construction. This includes cables, power systems, and airfield electrical.

This process will also include a review of the soil borings for impacts to pavement and structures, determination of what soil types and other subsurface features such as rock and water tables will have an influence on construction, and a review of phasing for construction process and airport operations.

A review of the contract time will also be performed as part of the constructability review. Review will be made for potential items that could reduce the time of construction while minimizing the impact the project has on airfield operation.

The constructability review committee will contact the following individuals as needed during the review process:

- Airport Director of Aviation
- Airport Assistant Director of Aviation
- Airport Project Manager
- Airport Construction Manager
- Airport Facilities Manager
- Airport Safety Management Systems Manager
- Airport Operations
- Design team representatives

General information to be provided by the Designer to the constructability review committee includes:



- Technical Specifications and Plans
- Invitation for Bid with quantities for items
- Comments from previous reviews
- Record drawings of airfield and utilities, if available

Duration:

This task will take five (5) business days to perform the constructability review and to file a constructability report. The five (5) day review period will run concurrent with the continuing design for all review milestones.

Deliverables:

The Designer will provide a copy of the constructability report in electronic PDF format.

4.9.7 REVIEW MEETING WITH AIRPORT

The Designer will conduct a one-day in person review meeting with the Airport to discuss the 60% design level of the project. Up to four (4) representatives from the Design Team will attend. To better understand the full scope of the project, roll plots will be used. The format of the meeting will include an overview of the project and where the design is currently for each discipline; break-out sessions for phasing; horizontal and vertical geometry; signage, lighting, and marking; and NAVAIDs. The meeting will allow for questions and discussion by the Design Team and Airport regarding the design to be addressed during the next design phase. Comments received during the review meeting will be assigned to the appropriate party who will be responsible for the responses and establish dates for incorporation of those comments.

As part of the 60% review meeting, the design team will perform a walk-through of the site to review the existing conditions survey and to identify potential conflicts with the design plan.

Deliverables:

The Designer will prepare and distribute an agenda and meeting minutes to the Airport and team members in electronic PDF format.

4.9.8 FAA REVIEW MEETING

To help expedite the FAA's review process the Designer will hold an in-person review meeting at the FAA's Airport District Office to review the design and CSPP at the 60% submittal.

The Designer will submit to the FAA at least one week in advance an electronic PDF of the plans (11x17) and specifications with track changes. The Designer will also complete the Construction Plans and Specifications "General Review Guide" Checklist found in Appendix 2 of FAA Review of Construction Plans and Specifications for AIP Funded Projects to help expedite the review.

Deliverables:

The Designer will prepare and distribute an agenda and meeting minutes to the FAA and team members in electronic file format.

4.9.9 VALUE ENGINEERING

Prior to the 60% submittal, the Designer will conduct in-house review of design, details and alternatives, based on in-house experience, which will have the potential to have a positive impact on the construction schedule and potential for reducing project cost. Value engineering will occur continuously throughout the project.

Deliverables:

The Designer will submit meeting minutes to the Airport in electronic PDF format.

5 Design – Bid Package

5.1 Construction Operations and Phasing Plan

The Designer will finalize the construction operations and phasing plan and CSPP for the bid package during this task. This task will include finalizing the CSPP and developing phasing details showing the closure of each intersection. Detailed views of all temporary lighting, signage, and marking changes required before each phasing change will also be included in the operational plans and CSPP.

Deliverables:

Final construction operations and phasing plans and details will be included in the construction drawings. At the 90% submittal, the Designer will submit one (1) electronic PDF to the Airport and the Airport will upload the plans to the FAA, via the FAA's OE/AAA website. At the Issued for Bid submittal, the Designer will submit one (1) electronic PDF to the Airport.

5.2 90% Submittal

5.2.1 ENGINEER'S DESIGN REPORT

The Designer will update the Engineer's Design Report to address comments from the 60% submittal. This report will, among other things, identify the design processes for major project items from preliminary investigations, pavement sections, construction materials, and electrical. The report will reference applicable FAA standards.

Deliverables:

The Designer will provide an electronic PDF file of the draft Engineer's Design Report to the Airport.

5.2.2 CONSTRUCTION DRAWINGS

All drawings will be drafted using 2024 AutoCAD Civil 3D software.

All documents will be revised per the comments agreed upon by the Airport and Designer at the 60% QC/QA review and constructability review meetings.

- Prepare final existing conditions plans using the topographic survey information and findings from the field verification and investigation tasks.
- Prepare final horizontal pavement geometric layouts. Compute and document on drawings information to layout proposed pavements in field during construction.
- Develop final pavement profiles, elevations, and site grading plans for the proposed work.
- Prepare final airfield demolition plans for the Project and coordinate spoil areas for removed materials such as granular materials, concrete, structures, and lighting. Although the demolition plan design does not include design for removal or handling of contaminated or hazardous materials, notes will be provided on the demolition plans to direct the contractor on handling contaminated soil. The geotechnical and environmental investigations report will be included as an Information Attachment to the Request for Bids document distributed to perspective bidders.
- Prepare final paving plans.
- Prepare final joint layouts and details.
- Airfield electrical work, including power distribution and controls that will connect to the vault for new or temporary circuits for airfield lighting and signage, visual NAVAIDS, regulators, conduit, wire, cable, and electrical junction structures
- Temporary lighting, signing and pavement markings as required for taxiway routing to accommodate construction phasing.



- Update pavement surface sensor system layout and details.
- Temporary or permanent access facilities, temporary fencing and security control, modifications to airport operations, phasing etc.
- Update airfield electrical demolition drawings.
- Update lighting/signage drawings and details.
- Update conduit/duct bank layout.
- Update temporary jumper cable layout drawings.
- Develop lighting identifications/coordinates drawings.
- Develop circuit pictorials.
- Update installation details for the airfield lighting and signage work elements.
- Update layout drawings to identify existing features as they pertain to crossing of electrical systems as well as connections to the electrical vault.
- Update drawings for the proposed lighting and signage, circuitry, temporary jumper layouts, demolition, and associated airfield electrical work as outlined herein.
- Prepare final electrical junction structure details.
- Prepare final pavement marking plans and details and coordinate with signage plans.
- Using the Airport standard details, update and apply airfield lighting and signage details and electrical manhole and handhole details for use in the design of the Project.
- Prepare final construction phasing plans and details.

Deliverables:

The Designer will revise construction drawings per the agreement reached at the 60% review meeting. The Designer will prepare and finalize the construction drawings listed under the 60% Submittal. The Designer will submit an electronic PDF of half-size (11"x17") drawings representing the designs at the 90% level to the Airport for review and comment. The Designer will submit an electronic PDF responding the Airport's comments. The Designer will also submit operational plans in electronic file format to Airport for distribution to the FAA to review and comment.

5.2.3 SPECIFICATIONS

The Designer will develop technical specifications for the project. The technical specifications will be based upon FAA Advisory Circular 150/5370-10H – Standard Specifications for Construction of Airports and Caltrans – Standard Specifications.

The Designer will prepare 90% general, special, and technical construction specifications. The Designer will coordinate supplemental specifications with the Airport's General Terms and Conditions. All documents will be revised per the comments agreed upon by the Airport and Designer at the 60% QC/QA review and constructability review meetings. The Designer will use track changes to track any modifications to the technical construction specifications.

Deliverables:

The Designer will submit an electronic PDF of the 90% technical construction specifications for the Airport's review and comment. The Airport will forward copies to the FAA for review and comment.

5.2.4 ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

The Designer will perform quantity takeoffs and prepare an opinion of probable construction cost for the 90% submittal. The quantity takeoffs will be done by both the team members responsible for design and an independent team member. Multiple methods will be used for quantity takeoffs to enhance the accuracy. Methods will include manual takeoffs using physical plans or PDFs and digital takeoffs using AutoCAD Civil 3D.



The Designer will perform quantity takeoffs and prepare an opinion of probable construction cost for the 90% Submittal.

The Designer will not include a contingency markup on the total opinion of probable construction cost for the 90% submittal. The Designer will only contact suppliers for cost information and will not directly contact Contractors.

Deliverables:

The Designer will submit the Opinion of Probable Construction Cost to the Airport in electronic PDF format. Detailed quantity calculations will be provided as part of the Engineer's Design Report.

5.2.5 QUALITY CONTROL REVIEW AND REVISIONS

The Designer will perform a quality control review prior to submitting the deliverable to the Airport. The quality control review will consist of reviewing all engineering elements: plans; construction technical specifications; engineer's design report; and engineer's opinion of probable construction costs. Quality control review process will include review of hardcopy documents, calculations, and CADD files.

The Designer's review will be limited to the activities specifically described in this scope.

The Designer will conduct an in-house quality control review of the following:

- Plan sheets
- Construction safety phasing plan (CSPP)
- Potential operational and tenant impacts
- Potential security impacts
- Staging and haul routes plan
- Maintenance of traffic during construction
- Engineer's Design Report
- Technical construction specifications
- Construction quantities and estimates of probable construction costs
- Project Schedule
- CADD base files

The Designer will make appropriate revisions necessary to incorporate the Quality Control Review comments into the documents prior to submitting the documents to the Airport.

Deliverables:

The Designer will submit a summary, in electronic PDF format, to the Airport summarizing the QC Review including persons participating in the review, previous issues identified, resolutions of conflicts, and new QC items identified.

5.2.6 CONSTRUCTABILITY REVIEW

The constructability review process will be a part of maintaining project quality and assist in the early identification of issues to be addressed in the contract documents. It includes review of the project features and contract documents with focus on construction processes and sequences. The constructability review committee will be led by the Project Manager and include senior members of the construction administration team. The committee will present their findings and recommendations to the Designer. A constructability review will occur during the 90% Quality Control Reviews.

Procedure:

The review will focus on identifying refinements to the design in the plans, specifications, invitation for bid, and schedule of quantities, that is intended to improve or simplify construction techniques and sequences.



The technical specifications will be reviewed to identify issues and restrictions that are unique to the project. Each section will be reviewed to further identify the necessary items that have been provided in the schedule of quantities. The review may also identify airfield closure restrictions that could impact construction requirements.

The plans will be reviewed with attention to identification of existing and proposed facilities. The review also will focus on identifying potential conflicts between these facilities and demolition or new construction. This includes cables, power systems, and airfield electrical.

This process will also include a review of the soil borings for impacts to pavement and structures, determination of what soil types and other subsurface features such as rock and water tables will have an influence on construction, and a review of phasing for construction process and airport operations.

A review of the contract time will also be performed as part of the constructability review. Review will be made for potential items that could reduce the time of construction while minimizing the impact the project has on airfield operation.

The constructability review committee will contact the following individuals as needed during the review process:

- Airport Director of Aviation
- Airport Assistant Director of Aviation
- Airport Project Manager
- Airport Construction Manager
- Airport Facilities Manager
- Airport Safety Management Systems Manager
- Airport Operations
- Design team representatives

General information to be provided by the Designer to the constructability review committee includes:

- Technical Specifications and Plans
- Invitation for Bid with quantities for items
- Comments from previous reviews
- Record drawings of airfield and utilities, if available

Duration:

This task will take five (5) business days to perform the constructability review and to file a constructability report. The five (5) day review period will run concurrent with the continuing design for all review milestones.

Deliverables:

The Designer will provide a copy of the constructability report in electronic PDF format.

5.2.7 REVIEW MEETING WITH AIRPORT

The Designer will conduct an in person review meeting with the Airport at the 90% submittal to provide an overview of the project and where the design is currently for each discipline. Up to four (4) representatives from the Design Team will attend. The meetings will allow for questions and discussions regarding the design to be addressed in subsequent submittals.

The Designer will conduct a one-day in person review meeting with the Airport to discuss the 90% design level of the project. To better understand the full scope of the project, roll plots will be used. The format of the meeting will include an overview of the overall project and where the design is currently at for each discipline and an overview of the project; break-out sessions for phasing; horizontal and vertical geometry; signage, lighting, and marking; and NAVAIDS. The meeting will allow for questions and discussion by the Design Team and Airport



regarding the design to be addressed during the next design phase. Comments received during the review meeting will be assigned to the appropriate party who will be responsible for the responses and establish dates for incorporation of those comments.

Deliverables:

The Designer will prepare and distribute an agenda and meeting minutes to the Airport and team members in electronic PDF format.

5.3 Bid Package – IFB Submittal

5.3.1 ENGINEER'S DESIGN REPORT

The Designer will prepare the Engineer's Design Report incorporating 90% submittal comments and revisions made during the development of Issued for Bid set.

Deliverables:

The Designer will submit one bound copy and an electronic PDF file of the overall Engineer's Design Report to the Airport for the project.

5.3.2 CONSTRUCTION DRAWINGS

All drawings will be drafted using 2024 AutoCAD Civil 3D software.

The Designer will revise construction drawings per the agreement reached at the 90% review meeting. The Designer will prepare and finalize the construction drawings listed under the 90% Submittal. The Designer will upload full size (22"x34") electronic PDF files of the drawings to a local reprographics center's website. The reprographics center will be responsible for making, charging for, and distributing copies to prospective bidders and other parties requesting bid set documents. The Designer assumes the Bid Package will be ready for bid in November 2024 for construction in 2025.

Deliverables:

The Designer will submit one full size (22"x34") and three half-size (11"x17") sets as well as a full size (22"x34") and a half-size (11"x17") electronic PDF of the bid set drawings to the Airport.

5.3.3 SPECIFICATIONS

The Designer will revise the technical construction specifications per comments agreed upon by the Airport and Designer at the 90% QC/QA review and constructability review meetings. The Designer will prepare a Bid Set Submittal addressing general, special, and technical construction specifications. The Designer will coordinate supplemental specifications with the Airport's General Terms and Conditions. The Designer will use track changes to track any modifications to the technical construction specifications.

Deliverables:

The Designer will submit an electronic PDF of the Issued for Bid Submittal of the general, special, and technical construction specifications to the Airport. The Designer will also submit electronic PDF files of the technical construction specifications to a local reprographics center's website. The reprographics center will be responsible for making, charging for, and distributing copies to prospective bidders and other parties requesting bid set documents.

5.3.4 ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

The Designer will perform quantity takeoffs and prepare an opinion of probable construction cost for the Issued for Bid submittal. The opinion of probable construction cost will incorporate modifications due to addenda prior to



bid opening. The Designer will develop a variance report providing documentation of changes from the previous estimate. The variance report will be broken into eight major categories: General Conditions; Demolition & Sitework; Pavement; Electrical and Markings; NAVAIDs; and Design Evolution.

The Designer will not include a contingency markup on the issued for bid opinions of probable construction cost. The Designer will only contact suppliers for cost information and will not directly contact Contractors.

Deliverables:

The Designer will submit the Opinion of Probable Construction Cost to the Airport in electronic PDF format. The Designer will submit a variance report to the Airport in electronic PDF format. Detailed quantity calculations will be provided as part of the Engineer's Design Report.

5.3.5 QUALITY CONTROL REVIEW AND REVISIONS

The Designer will perform a quality control review prior to submitting the deliverable to the Airport. The quality control review will consist of reviewing all engineering elements: plans; construction technical specifications; engineer's design report; and engineer's opinion of probable construction costs. Quality control review process will include review of hardcopy documents, calculations, and CADD files.

The Designer's review will be limited to the activities specifically described in this scope.

The Designer will conduct an in-house quality control review of the following:

- Plan sheets
- Engineer's Design Report
- Technical construction specifications
- Construction quantities and estimates of probable construction costs
- Project Schedule
- CADD base files

The Designer will make appropriate revisions necessary to incorporate the Quality Control Review comments into the documents prior to submitting the documents to the Airport.

Deliverables:

No deliverables to the Airport will be required.



Fees and Expenses

Kimley-Horn will perform the services in Tasks 1.1 – 5.3 including expenses for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

TASK	COST
Task 1.1 - Project Kickoff Meeting	\$2,884
Task 1.2 - Design Schedule	\$8,472
Task 1.3 - Define and Implement Project Administration	\$30,496
Task 1.4 - Quality Control	\$17,132
Task 1.5 - Work Plan	\$10,080
Task 1.6 - Design Status/Working Meetings	\$15,504
Task 1.7 - Monthly Status Reports	\$1,788
Task 1.8 – Invoices	\$16,092
Task 2 – Field Investigations and Existing Conditions	\$55,000
Task 3.1 - Development of Design Criteria	\$8,942
Task 3.2 - Demolition Design	\$1,566
Task 3.3 - Airfield Pavement Design	\$27,680
Task 3.4 - Geometry	\$37,438
Task 3.5 - Grading	\$65,412
Task 3.6 - Pavement Markings	\$6,532
Task 3.7 - Airfield Electrical	\$37,608
Task 3.8 - Construction Operations and Phasing Plan	\$41,124
Task 3.9 - 30% Submittal	\$137,886
Task 4.1 - Demolition Design	\$2,280
Task 4.2 - Airfield Pavement Design	\$15,510
Task 4.3 - Geometry	\$18,063
Task 4.4 - Grading	\$87,352



FRESNO YOSEMITE
INTERNATIONAL AIRPORT

Task 4.5 - Pavement Marking	\$14,050
Task 4.6 - Airfield Electrical	\$47,352
Task 4.7 - NAVAIDs	\$6,552
Task 4.8 - Construction Operations and Phasing Plan	\$35,164
Task 4.9 - 60% Submittal	\$490,208
Task 5.1 - Construction Operations and Phasing Plan	\$15,376
Task 5.2 - Bid Package 1 - 90% Submittal	\$403,910
Task 5.3 - Bid Package 1 - IFB Submittal	\$187,742
Expenses	\$34,300
Total Lump Sum Fee	\$1,879,495

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

EXHIBIT B

INSURANCE REQUIREMENTS

Consultant Service Agreement between City of Fresno (City) and Kimley-Horn & Associates (Consultant)

Runway 11L-29R Reconstruction Project

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to the Consultant’s profession.

MINIMUM LIMITS OF INSURANCE

The Consultant, or any party the Consultant subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
5. **PROFESSIONAL LIABILITY** (Errors and Omissions):
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event the Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

The Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and the Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the City's Risk Manager or designee. At the option of the City's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, agents, and volunteers; or
- (ii) The Consultant shall provide a financial guarantee, satisfactory to the City's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall the City be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. the Consultant shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained

in ISO Form CG 20 10 11 85.

2. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The Consultant shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: the Consultant and its insurer shall waive any right of subrogation against the City, its officers, officials, employees, agents, and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by the Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by the Consultant, the Consultant must purchase "extended reporting" coverage for a minimum of five Years after completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty calendar days' written notice by certified mail, return receipt requested, has been given to the City. The Consultant is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, the Consultant

shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, the Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen calendar days prior to the expiration date of the expiring policy.

VERIFICATION OF COVERAGE

The Consultant shall furnish the City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City's Risk Manager or designee prior to the City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of the City, the Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST
Runway 11L-29R Reconstruction Project

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

NA

Additional page(s) attached.

DocuSigned by:

C685C257F030456...

Signature _____

2/25/2024

Date _____

Kory Andryscik

(Name) _____

Kimley-Horn

(Company) _____

6200 South Syracuse Way, Suite 300

(Address) _____

Greenwood Village, CO 80111

(City, State Zip) _____

EXHIBIT D

ASSURANCES

Consultant Service Agreement between City of Fresno (City) and [Consultant Name] (Consultant)

A. I. P. PROJECT NO. [AIP number(s)]

[Project Title]

During the performance of this Agreement (“contract” or “contract documents”), the Consultant, for itself, its assignees and successors in interest (collectively as “the contractor” or “the Consultant”) agrees as follows (hereafter, the ‘City’ is referred to as “Sponsor”):

I. PROVISIONS APPLICABLE TO ALL PROFESSIONAL SERVICES CONTRACTS

A. ACCESS TO RECORDS AND REPORTS

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the sponsor, 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.

B. BUY AMERICAN CERTIFICATION

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 Airport Improvement Program (“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 construction projects such as runway or roadway construction; or equipment acquisition projects) must be

submitted.

See Attachments A and B: Buy American Certifications

C. GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

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

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

D. CIVIL RIGHTS ACT OF 1964, TITLE VI

Compliance with Nondiscrimination Requirements - During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's

obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

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

E. 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) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each

subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

F. FEDERAL FAIR LABOR STANDARDS ACT (MINIMUM WAGE)

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

G. 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

H. 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.

I. TRADE RESTRICTION CLAUSE

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.

J. BAN ON TEXTING AND DRIVING

The contractor shall 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. The contractor further agrees to conduct workplace safety initiatives commensurate with the size of its business, such as establishing rules or programs that prohibit text messaging while driving and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

K. 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.

L. 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.

(E) 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.

(F) 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.

M. 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.*).

N. FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

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

II. PROVISION APPLICABLE TO PROFESSIONAL SERVICES CONTRACTS \$10,000 AND GREATER

A. TERMINATION OF CONTRACT

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

B. AFFIRMATIVE ACTION

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

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

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

C. 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.

**D. 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.

E. 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.

F. 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.

III. PROVISION APPLICABLE TO PROFESSIONAL SERVICES CONTRACTS \$25,000 AND GREATER

A. CERTIFICATIONS REGARDING DEBARMENT AND SUSPENSION

1. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

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

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

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

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

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

**IV. PROVISIONS APPLICABLE TO PROFESSIONAL SERVICES
CONTRACTS \$100,000 AND GREATER**

A. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The bidder or offeror certifies by signing and submitting this contract, 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.

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.

B. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor 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 contract. 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.

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

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

C. 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.

D. CONTRACT WORK HOURS 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.

**Attachment A: 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.

2/25/2024

Date

Kimley-Horn

Company Name

DocuSigned by:
Kory Andryscik
C885C257F030456...

Signature

Vice President

Title

**Attachment B: 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:

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.

- 1. 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.
- 2. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- 3. 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.

2/25/2024

Date

DocuSigned by:
Kory Andryscik
C685C257F030456...

Signature

Kimley-Horn

Company Name

Vice President

Title