



April 3, 2025

CALL AND NOTICE OF A REGULAR MEETING OF THE  
OPERATIONS AND DEVELOPMENT COMMITTEE  
OF THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTICE is hereby given that a regular meeting of the Operations and Development Committee will be held on Monday, April 7, 2025, at 8:30 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

In addition to attending the meeting in person, members of the public may observe the meeting telephonically and may offer comment in real time through the following number:

*Dial In: (818) 862-3332*

Terri Williams, Board Secretary  
Burbank-Glendale-Pasadena Airport Authority

REGULAR MEETING  
OF THE  
OPERATIONS AND DEVELOPMENT COMMITTEE  
Airport Skyroom  
Monday, April 7, 2025  
8:30 a.m.

*The public comment period is the opportunity for members of the public to address the Committee on agenda items and on airport-related non-agenda matters that are within the Committee's subject matter jurisdiction. At the discretion of the presiding officer, public comment on an agenda item may be presented when that item is reached*

*Members of the public are requested to observe the following decorum when attending or participating in meetings of the Committee:*

- *Turn off cellular telephones and pagers.*
- *Refrain from disorderly or boisterous conduct, including loud, threatening, profane, or abusive language, clapping, whistling, stamping, or other acts that disrupt or otherwise render unfeasible the orderly conduct of the meeting.*
- *If you desire to address the Committee during the public comment period, fill out a speaker request card and present it to the Board Secretary.*
- *Confine remarks to agenda items or to airport-related non-agenda matters that are within the Committee's subject matter jurisdiction.*
- *Limit comments to three minutes or to such other period of time as may be specified by the presiding officer.*



*The following activities are prohibited:*

- *Allocation of speaker time to another person.*
- *Video presentations requiring use of Authority equipment.*



*Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Committee less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 N. Hollywood Way, Burbank) in the administrative office during normal business hours.*



*In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Board Secretary at (818) 840-8840 at least 48 hours prior to the meeting.*

## AGENDA

Monday, April 7, 2025

1. Roll Call
2. Approval of Agenda
3. Public Comment
4. Approval of Minutes
  - a. March 17, 2025
5. Items for Approval
  - a. Award of DAS-WIFI Concession Agreement

[See page 1]

[See page 4]

**Staff seeks a recommendation from the Operations and Development Committee to the Commission to award a proposed Cellular Carrier Neutral Host Distributed Antenna System and Public Wireless System (“WIFI”) Concession Agreement for the Replacement Passenger Terminal Project to Boingo LLC.**

- b. Award of Professional Services Agreement  
On-Call Project Management/Construction Management for Airfield Projects  
Task Order No. 1 Authorization

[See page 8]

**Staff seeks an Operations and Development Committee (“Committee”) recommendation to the Commission to award a Professional Services Agreement (“Agreement”) for on-call project management and construction management services to KDG Construction Consulting (“KDG”), in the not-to-exceed amount of \$750,000. The proposed Agreement with KDG will be for airfield projects and will be task-order based for a term of one-year with two one-year extension options available to the Authority. Staff is also seeking the Committee’s recommendation to authorize the issuance of the first task order for a not-to-exceed amount of \$462,301 for construction management services in conjunction with the recently awarded Runway Shoulder Blastpad Rehabilitation project.**

6. Items for Discussion
  - a. Transition from Aqueous Film-Forming Foam to Fluorine-Free Foam  
Aircraft Rescue and Firefighting

[See page 12]

**The purpose of this staff report is to provide the Operations and Development Committee with an update on the required transition from Aqueous Film-Forming Foam (“AFFF”) to Fluorine-Free Foam for Aircraft Rescue and Firefighting fire suppression applications. This transition is being mandated due to the increased environmental and health concerns regarding the long-term effects from pre and polyfluoroalkyl substances found in AFFF formulations.**

7. Items for Information

- a. Committee Pending Items

***[See page 15]***

8. Adjournment

**MINUTES OF THE REGULAR MEETING OF THE  
OPERATIONS AND DEVELOPMENT COMMITTEE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

**MONDAY, MARCH 17, 2025**

A regular meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:30 a.m., by Commissioner Hampton.

**1. ROLL CALL**

**Present:**

Commissioners Hampton and Talamantes

**Absent:**

Commissioner Asatryan

**Also Present:**

Staff: John Hatanaka, Executive Director;  
Scott Kimball, Deputy Executive Director, Business  
Development; Stephanie Gunawan-Piraner, Deputy  
Executive Director, Planning and Development

**2. Approval of Agenda**

**Motion**

Commissioner Talamantes moved approval of the agenda; seconded by Commissioner Hampton.

**Motion Approved**

The agenda was approved (2-0, 1 absent).

**3. Public Comment**

There were no public comments.

**4. Approval of Minutes**

**a. February 18, 2025**

The agenda packet included a draft copy of the February 18, 2025, special Committee meeting minutes for review and approval.

**Motion**

Commissioner Talamantes moved approval of the minutes; seconded by Commissioner Hampton.

**Motion Approved**

There being no objection, the motion was approved (2-0, 1 absent).

**5. Items for Approval**

**a. Award of Parking Access and Revenue Control System Maintenance Service Agreement**

Staff sought a recommendation from the Operations and Development Committee to the Commission to approve a Parking Access and Revenue Control System Maintenance Agreement (“Agreement”) with SKIDATA Inc. (“Skidata”) for a 20-month period. Due to the transition to the Replacement Passenger Terminal, the Agreement is based on an annual fee for the first year and transitions to a month-to-month fixed fee thereafter.

The current contract with Skidata expires on April 18, 2025, the first year of the proposed Agreement would begin on April 19, 2025, for a cost of \$184,826. The second year of the Agreement would commence on April 19, 2026, for a fixed monthly fee of \$15,864 through December 31, 2026. If required, the proposed Agreement provides for the contract to be extended beyond December 31, 2026, on a month-to-month basis.

**Motion**

Commissioner Talamantes moved approval of the motion; seconded by Commissioner Hampton.

**Motion Approved**

There being no objection, the motion was approved (2-0, 1 absent).

**b. Award of Construction Contract for Runway Shoulders and Blast Pad Rehabilitation and Approval of CEQA Exemption Determination Project Number (E24-13)**

Staff sought an Operations and Development Committee recommendation to the Commission that it:

- i) Award a construction contract in the amount of \$4,484,484 to Griffith Company,
- ii) Authorize a project budget for internal project management and administration for a not-to-exceed amount of \$98,000,
- iii) Award a Change Order to the Professional Services Agreement for RDM International, Inc. in the amount of \$94,801 to perform construction administration services,
- iv) Authorize a project contingency of \$600,000, and
- v) Authorize Staff to file a CEQA Notice of Exemption for the project.

**Motion**

Commissioner Hampton moved approval of the motion; seconded by Commissioner Talamantes.

**Motion Approved**

There being no objection, the motion was approved (2-0, 1 absent).

**6. Items for Information**

**a. Committee Pending Items**

Staff informed the Committee on future pending items that will come to the Committee for review.

**7. Adjournment**

There being no further business to discuss, the meeting was adjourned at 8:50 a.m.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
APRIL 7, 2025**

**AWARD OF  
DAS-WIFI CONCESSION AGREEMENT**

Presented by Scott Kimball  
Deputy Executive Director, Business Development

**SUMMARY**

Staff seeks a recommendation from the Operations and Development Committee (“Committee”) to the Commission to award a proposed Cellular Carrier Neutral Host Distributed Antenna System (“DAS”) and Public Wireless System (“WIFI”) Concession Agreement for the Replacement Passenger Terminal (“RPT”) Project to Boingo LLC (“Boingo”).

**BACKGROUND**

A DAS is a network of strategically placed antennas designed to enhance cellular coverage and capacity within large or complex structures, such as airports. Traditional cell towers often struggle to penetrate dense building materials and to support high user demand, leading to dead zones and unreliable service. A DAS mitigates these issues by amplifying and distributing signals throughout the terminal, concourses, parking structures, and electric vehicle (“EV”) charging stations. This is especially critical in an airport environment, where reliable communication is essential for passengers, airline operations, security personnel, and emergency responders. Additionally, as airports expand their infrastructure to support EV charging, a robust DAS ensures that drivers using these stations have uninterrupted connectivity for payment processing, navigation, and vehicle management. By delivering consistent, high-quality cellular coverage across all carriers, a DAS improves communication, operational efficiency, and passenger satisfaction, making it an essential component of modern airport infrastructure.

A third party neutral host DAS provider onboards network cellular carriers by building, owning, and operating shared wireless infrastructure, allowing multiple carriers to access and utilize the DAS for enhanced coverage and capacity within a specific area, such as a building. Neutral host DAS providers invest in and maintain the DAS infrastructure, including antennas, amplifiers, and cables, which is then shared among multiple carriers. The neutral host provider enters into agreements with cellular carriers to allow them to access and utilize the DAS for signal amplification and distribution. Carriers must authorize the use of their signals and provide necessary signal source equipment (e.g., base station units or small cells) to connect to the DAS.

With the selection of the “Icon” design concept for the RPT “a statement of arrival” for the traveling public is one of the goals of the project. To support and enhance the customer experience, staff researched and learned that airports are finding benefits of the technology using DAS and coupling it a public WIFI system to enhance the customer experience. Based on this, staff sought and made known to DAS-WIFI providers that the Authority’s goal is to develop systems that will deliver an exceptional customer experience, meet the diverse needs and preferences of the Airport’s broad customer base while complementing the RPT theme of “a statement of arrival”.



In the spring of 2024, staff began the development of a Request for Proposals (“RFP”) with the engagement of the consulting firm, Burns Engineering (“Burns”), which is a nationally respected provider of specialized engineering services, bringing highly technical, sought-after engineering expertise to complex transportation and critical infrastructure projects. Burns also provides these specialty engineering services for HPTJV on the RPT Project. For more than 60 years, over 100 aviation clients including Los Angeles International Airport, Orlando International Airport, LaGuardia Airport, and Philadelphia International Airport have relied on Burns for state-of-the-art innovation and rigorous engineering expertise. Ranked as a Top Workplace and ENR Top 500 Design Firm, Burns keeps pace with modern complex facility and systems requirements for information technology, security, and communications systems including DAS and WIFI. They have partnered with airports, airlines, architects, and contractors to deliver clients safe systems that provide world-class passenger experience to the traveling public.

Concession programs at U.S. Airports that receive federal funds are required to coordinate with the Federal Aviation Administration, Civil Rights Division (“FAA”). FAA has reviewed the language and terms of the RFP for the RPT DAS-WIFI systems and the proposed Concession Agreement.

**PROCUREMENT PROCESS**

On December 2, 2024, utilizing the PlanetBids system, Staff issued the RFP for the RPT DAS-WIFI systems.

On December 19, 2024, Staff conducted an pre-proposal teleconference. In attendance was Burns, Corgan and HPTJV to provide technical details of the RPT and how the DAS-WIFI systems are designed into the base building. A total of 89 people attended the teleconference, including 30 representatives from various companies. The tentative schedule is listed below.

<b>Procurement Phase</b>	<b>Date</b>
RFP Issued by Authority	December 2, 2024
Pre-proposal Teleconference	December 19, 2024
Deadline for submission of written questions or requests for clarification	January 17, 2025
Proposals Due	February 14, 2025
Interviews (In-person at Airport)	March 13, 2025
Notice of Intent to Award	March 19, 2025
Award Recommendation to Authority Committee	April 7, 2025
Award Recommendation to Authority Commission	April 21, 2025
Service Commencement Date Target	April 22, 2025

**RESPONSES TO THE RFP**

The Authority through the PlanetBids system received 8 proposals for the DAS-WIFI systems. Upon review, six proposals were deemed to be responsive to the RFP requirements.

## EVALUATION PROCESS

The evaluation criteria with a total of 150 points available are as follows:

- Firm and individual Professional Experience (10 pts)
- Proposal Solution and Features (15 pts)
- Project Plan and Schedule (10 pts)
- Proposal Pricing (40 pts)
- Training, Warranty and Maintenance (20 pts)
- Exhibit E- Additional Qualifications and Process Questions (5 pts)
- Interview (50 pts)

A four-person evaluation team reviewed the proposal based on the available points by each scoring category. The team consisted of staff from various departments across the airport.

Each member of the evaluation team independently reviewed and scored the proposals. All results were submitted to the Procurement Department which compiled the results. The final scoring results are listed below.

The six responding company's proposals are ranked for the DAS-WIFI systems as follows:

	SC-1 Firm & Individual Professional Exp.	SC-2 Proposal Solution & Features	SC-3 Project Plan & Schedule	SC-4 Proposal Pricing	SC-5 Training, Warranty & Maintenance	SC-6 Exhibit E	TOTAL PRE-INTERVIEWS	Interviews	
<b>PTS AVAILABLE</b>	<b>10</b>	<b>15</b>	<b>10</b>	<b>40</b>	<b>20</b>	<b>5</b>	<b>OUT OF 100</b>	<b>50</b>	
	SC-1	SC-2	SC-3	SC-4	SC-5	SC-6	Pre-Interview Out of 100		TOTAL OUT OF 150 W/ INTERVIEWS
<b>American Tower</b>	10	13	8	13	19	5	68	22	90
<b>Bandwidth Logic</b>	10	14	9	37	18	5	93	33	126
<b>Boingo Wireless</b>	10	15	10	40	19	5	99	48	147
<b>Crown Castle</b>	8	7	6	0	12	1	34		
<b>Extent</b>	7	6	4	6	12	1	36		
<b>Verizon</b>	7	7	7	18	14	2	55		

Based on the evaluation results, the recommendation for the RPT DAS-WIFI systems is Boingo. Boingo currently serves more than 120 major airports and transportation hubs, 70+ sports and entertainment venues, and are the largest provider of Wi-Fi to the United States military, connecting nearly 400,000 troops on 100+ military bases worldwide. With its Servicing Office located in Los Angeles, California, and its headquarters in Frisco, Texas, Boingo connects some of SoCal's most prominent venues, from modernizing the passenger journey at John Wayne Airport to revolutionizing the fan experience at Intuit Dome. Boingo has over 170 California-based employees and strong community ties through partnerships with organizations like the American Minority Advisory Council ("AMAC"), AMAC-Los Angeles, National Minority Supplier Development Council ("NMSDC"), and local chambers of commerce. Boingo offers the knowledge, resources, and commitment to deliver exceptional results and superior passenger experience.

## DAS-WIFI DETAILS

- Minimum Annual Guarantee (“MAG”):
  - The higher of \$120,000 or 50% of revenue share of actual sales.
- Annual MAG Escalator: 5%
- Term: 10 years (RPT Opening Date)
- Extension Option: One five-year option
- Upfront Payment: \$75,000 at commencement of construction
- Carrier On-Boarding Payment: \$125,000 per carrier (AT&T, T-Mobile, Verizon) upon execution of a carrier user agreement for a total of \$375,000

This recommendation is the result of the RFP process which began in December 2024. The timeline for the award of this Concession Agreement was developed with the goal to complete the selection process by April 2025 to allow for the DAS-WIFI design, City of Burbank permitting and construction process which must be aligned with the base building development to meet May 2026 Temporary Certificate of Occupancy and the opening of the RPT in October 2026.

## STAFF RECOMMENDATION

Staff seeks the Committee’s recommendation to the Commission to award the DAS-WIFI Concession Agreement to Boingo and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
APRIL 7, 2025**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT  
ON-CALL PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT  
FOR AIRFIELD PROJECTS  
TASK ORDER NO. 1 AUTHORIZATION**

Presented by Stephanie Gunawan-Piraner  
Deputy Executive Director, Planning and Development

**SUMMARY**

Staff seeks an Operations and Development Committee (“Committee”) recommendation to the Commission to award a Professional Services Agreement (“Agreement”) for on-call project management and construction management (“PM/CM”) services to KDG Construction Consulting (“KDG”), in the not-to-exceed amount of \$750,000. The proposed Agreement with KDG will be for airfield projects and will be task-order based for a term of one-year with two one-year extension options available to the Authority. Staff is also seeking the Committee’s recommendation to authorize the issuance of the first task order for a not-to-exceed amount of \$462,301 for construction management services in conjunction with the recently awarded Runway Shoulder Blastpad Rehabilitation project.

**BACKGROUND**

Staff identified the need for PM/CM services to provide airfield project and field oversight in the execution of various capital improvement projects. The proposed Agreement will provide on-call support to Staff to ensure the airfield construction projects are executed in accordance with the contract documents, on-schedule and within the approved budget. The proposed Agreement also includes quality assurance and contract compliance services.

An on-call contract for PM/CM services for airfield projects will allow the design and construction process to be undertaken quicker and more efficiently. The execution of the proposed Agreement, however, will not prevent Staff from issuing an RFP for PM/CM services for specific projects if doing so is in the best interest of the Authority.

The scope of work for the proposed Agreement includes:

- Project coordination and administration
- Cost and change management
- Schedule management
- Quality assurance inspection and testing activities
- Labor compliance monitoring and reporting
- Safety monitoring and inspection
- Project closeout

Per Section 2.7.2 of Federal Aviation Administration (“FAA”) Advisory Circular 5100-14E, Airport sponsors may procure an architectural, engineering, or planning consultant for several projects through one procurement action. Following this guideline, a Request for Qualifications (“RFQ”) was issued that included two types of projects: airfield projects and landside projects. The RFQ contained a list of potential specific projects including Taxiway A/C Extension (airside), Runway 8-26 Keel Reconstruction (airside), Southeast Quadrant Reconfiguration (landside) and additional as-needed projects not funded by federal grants (airside/landside). This RFQ allowed respondents to propose for either airfield or landside-projects. Under this staff report, Staff is seeking consideration to award a contract for PM/CM services for airfield projects. A separate request for a contract award for PM/CM services for landside projects will be presented to the Committee for its consideration at a later date.

## PROCUREMENT

Staff publicly solicited responses to the RFQ via the Authority’s PlanetBids e-procurement website in March 2024. Upon issuance of the RFQ in March 2024, a notification was released to 687 firms. RFQ documents were downloaded by 110 firms. The RFQ advertisement was also posted through the LA Times, Burbank Chamber of Commerce, and the Glendale Chamber of Commerce, reaching over 7,700 active members. The Pasadena Chamber of Commerce did not respond to Staff’s inquiry regarding the posting of the advertisement.

A mandatory pre-SOQ conference was held on March 19, 2024, with 32 in-person attendees and 45 remote attendees. In May 2024, Staff received Statements of Qualifications (“SOQ”) for PM/CM services for airfield projects from four responsive teams. The four teams, listed in alphabetical order by prime consultant, are as follows:

- C2PM
- SG Engineering Solutions, Inc.
- JOA Group
- KDG Construction Consulting

A four-member selection committee, comprised of staff from the Engineering and Development group, as well as one staff member from a peer airport, reviewed the SOQs based on the following selection criteria:

- SC-1 Airport Project and Engineering Design Experience (30 points)
- SC-2 Project Team Key Personnel (30 points)
- SC-3 Understanding of Project Challenges and Implementation (20 points)
- SC-4 Current Workload and Demonstrated Ability to Obtain Necessary Support for the Project (10 points)
- SC-5 Familiarity with Geographic Location of the Project (10 points)

Based on the SOQ evaluation, Staff observed a significant score separation between the top two firms and the others. That gap created a logical cutoff to shortlist KDG and C2PM. The two firms were then invited for interviews in June 2024. The interview process included a presentation by each firm, followed by Q&A. The scoring of the proposals and interviews, ranked from highest to lowest, was as follows:

	<u>SOQ</u>	<u>Interview</u>	<u>Total</u>
<b>Maximum Points Possible</b>	100	100	200
KDG Construction Consulting	93	88	181
C2PM	87	71	158
SG Engineering Solutions	71	-	-
JOA Group	64	-	-

SELECTION PROCESS

Based on a comprehensive evaluation of the SOQs and in-depth interviews, KDG was identified as the highest-ranked firm, offering the highest qualifications and understanding of the project and relevant experience in the operational environment at the airport. Established in 1980, KDG is a Minority and Women-Owned Business Enterprise (MBE /WBE) located in Glendale, with a staff of project and construction management professionals. KDG brings a robust aviation portfolio that includes projects at Los Angeles International, Van Nuys Airport, and Long Beach Airport. The firm demonstrated a deep understanding of the complexity of ensuring that construction progresses safely and efficiently while keeping the airfield operational. KDG has demonstrated experience working in airports with complex airfield configurations. The firm has also done extensive work with Burbank Water and Power, Los Angeles Department of Water and Power, and Los Angeles County Metropolitan Transportation Authority.

FEE NEGOTIATIONS

The first construction project that Staff requires support for is the Runway Shoulder Blastpad Rehabilitation project, which was presented to the Committee at its meeting on March 17, 2025. For this project, which is estimated at \$6,000,000, Staff needs qualified support for construction management, construction inspection, construction document controls, labor compliance as well as quality assurance technicians and inspectors. Following FAA guidelines, Staff initiated fee negotiations with KDG after the firm was identified as the highest qualified respondent. Upon receiving the firm’s initial price proposal, Staff performed a fee analysis to establish a fair and current market value for the scope of work and to identify efficiencies that can be realized to reduce costs. At the completion of the fee negotiations, KDG submitted a revised final fee proposal of \$462,301 to provide PM/CM services for this project.

Task orders for construction management services for other projects will be issued as needed. Appropriation requests for the future years will be included in subsequent fiscal years and are not to exceed the \$750,000 total contract limit. In addition, should any task order require funding greater than \$75,000, Staff will return to the Committee for a recommendation and to the Commission for approval.

### FUNDING

For the Runway Shoulder Blastpad Rehabilitation, the approximate \$6 Million project will be funded utilizing \$3.8 Million from an already approved Passenger Facility Charge ("PFC") Application with the balance to be initially Authority-funded pending FAA approval of a PFC Amendment application submitted for this project. The scope of work and support services not completed in FY 2025 will be included in the FY 2026 budget development request.

### STAFF RECOMMENDATION

Staff requests the Committee's recommendation to the Commission that it award KDG the proposed Agreement for on-call PM/CM services for airfield projects in the not-to-exceed amount \$750,000, and that it authorize the first task order for these services to support the Runway Shoulder Blastpad Rehabilitation project for a not-to-exceed \$462,301.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
APRIL 7, 2025**

**TRANSITION FROM AQUEOUS FILM-FORMING FOAM TO FLUORINE-FREE FOAM  
AIRCRAFT RESCUE AND FIREFIGHTING**

Presented by Chief Lewis Pianka  
Airport Fire Department

**SUMMARY**

The purpose of this staff report is to provide the Operations and Development Committee (“Committee”) with an update on the required transition from Aqueous Film-Forming Foam (“AFFF”) to Fluorine-Free Foam (“F3”) for Aircraft Rescue and Firefighting (“ARFF”) fire suppression applications. This transition is being mandated due to the increased environmental and health concerns regarding the long-term effects from pre and polyfluoroalkyl substances (“PFAS”) found in AFFF formulations.

**BACKGROUND**

Federal Aviation Administration (“FAA”) Part 139 certified airports are required to provide ARFF services for air carrier operations. These airports must address ARFF training, ARFF vehicles, and other aviation fire and rescue requirements. AFFF is one of the tools used in ARFF fire suppression applications. AFFF is a synthetic foam designed for flammable liquid fires, also called Class B fires. This foam contains PFAS that serve as surfactants to spread the foam to cool and suppress the fire. PFAS are the active ingredient in Class B fluorinated foams. AFFF is extremely effective, however, it has been identified as a major source of PFAS pollution in California and around the world.

Last year the Airport Fire Department (“AFD”) began preparations to transition from AFFF to F3, as well as the remediation of the AFFF/PFAS, with the anticipated delivery of a new replacement ARFF vehicle. Items that needed to be addressed are the remaining AFFF inventory as well as the cleaning of the ARFF vehicle fleet tanks in order to transition to the F3 suppression agent.

The current inventory of the ARFF agents is:

- 750 gallons of AFFF over 4 vehicles and surplus stock
- 920 gallons of F3 on hand for transition procured in November
- 1 new ARFF vehicle equipped with F3 currently



## ACTION ITEMS

The first item to be addressed is the cleaning of the ARFF vehicle tanks to ensure the AFFF elements are eliminated prior to the introduction of F3 into the vehicles.

There are four cleaning processes available. These are listed below:

- Triple wash with PurflorAd technology<sup>1</sup>
- Single water rinse
- Triple hot water rinse
- Water rinse followed by a cleaning solvent.

<sup>1</sup>PurflorAd is a patented PFAS-impacted water treatment technology that involves mixing the aqueous phase PFAS which drops out up to 99% of the anionic PFAS thereby resulting in the removal of the PFAS compound.

FAA's Part 139 Certification Alert 24-05 requires at least a single water rinse of the entire system.

The second item to be addressed is the destruction of the current AFFF inventory. The methods and means available for this are:

- Deep well injection
- Long-term storage incineration
- Some landfills will accept the AFFF
- Super Critical Water Oxidation method<sup>2</sup>

<sup>2</sup>Super Critical Water Oxidation is a process that can be utilized to destroy hazardous waste compounds involving high temperature water that is under high pressure.

## REMEDIATION TIMELINE

AFD was made aware that San Bernardino Airport's transition to the F3 suppression agent has been delayed. To maintain its operation, San Bernardino Airport needs a supply of AFFF, which is no longer available for purchase in California. AFD is in discussions for the Authority's remaining AFFF concentrate inventory to be transferred to San Bernardino Airport. By donating the remaining AFFF inventory the Authority can avoid the remediation cost.

San Bernardino Airport also has expressed an interest in obtaining the ARFF vehicle that the Authority is in the process of retiring. As this and the other ARFF vehicles in the Authority's fleet were acquired with federal funds, Staff contacted the local FAA office for disposal options. Normally, an auction is undertaken and funds from the sale are returned to FAA as an offset against the original grant. However, given the age and small remaining value of this vehicle, FAA has agreed that a donation instead of an auction to an appropriate agency would be acceptable.

Staff is currently in discussions with San Bernardino Airport to donate both the remaining AFFF concentrate inventory and the retired ARFF vehicle with the appropriate waivers and releases.

## REMAINING ISSUES

The Authority's fleet of ARFF vehicles is made up of four units. Of the four, the recently acquired ARFF vehicle was delivered with the approved AFFF replacement, F3, and is compliant with the new regulations. The remaining three units require decontamination and certification to accept F3. Staff is working with the Procurement Department to contract for this service which is expected to be completed prior to the end of this fiscal year.

Staff will update the Committee on the progress of potential donation of the remaining AFFF inventory and ARFF vehicle as well as the cleaning of the current ARFF vehicle fleet.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
APRIL 7, 2025**

**COMMITTEE PENDING ITEMS**

**Future**

**Tentative Presentation**

- |   |          |
|---|----------|
| 1. Power Lift Aircraft (Air Taxi)               | April 21 |
| 2. Award of Contract - Design Services; Airside | TBD      |

## PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / KDG Construction Consulting, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated April 21, 2025 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and KDG Construction Consulting, Inc. (“Consultant”), a California corporation.

### RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”) and desires to retain Consultant as an independent contractor to provide the following professional services: project and construction management services for airside projects.

B. Consultant represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

**NOW, THEREFORE**, the parties agree as follows:

**1. Definitions.** In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. “Airport Rules and Regulations”: July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. “Commencement Date”: April 21, 2025.

C. “Contract Administrator”: Stephanie Gunawan-Piraner or a duly authorized designee.

D. “Contract Limit”: \$750,000.

E. “Executive Director”: John T. Hatanaka or a duly authorized designee.

F. “Expiration Date”: April 20, 2026, unless extended as provided below.

G. “Federal Requirements” the federal requirements set forth in the attached Exhibit E, which requirements are applicable to projects funded by an Airport Improvement Program grant from the Federal Aviation Administration.

H. “Fee Schedule”: the fee schedule set forth in the attached Exhibit B.

I. “Indemnitees”: the Authority, TBI, the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.

J. “Insurance Requirements”: the insurance requirements set forth in the attached Exhibit C.

K. “Labor Code Requirements”: the Labor Code requirements set forth in the attached Exhibit D.

L. “Services”: the tasks set forth in the attached Exhibit A.

M. “TBI”: TBI Airport Management, Inc.

## **2. Services.**

A. Consultant shall perform the Services on a Task Order basis. No work shall commence without a corresponding Task Order executed by the parties. No change to the scope of work, schedule, or compensation specified in a Task Order shall be valid unless authorized by a Task Order amendment executed by the parties.

B. Consultant shall perform the Services in a timely, regular basis in accordance with the Federal Requirements and applicable laws. Time is of the essence in the performance of this Agreement.

C. Consultant shall perform all work to professional standards and in a manner reasonably satisfactory to the Authority. Consultant shall consult the Contract Administrator for any decisions that must be made by the Authority. Consultant shall promptly notify the Contract Administrator of any unsafe condition that Consultant discovers at the Airport.

D. In the event any claim is brought against the Authority relating to Consultant’s performance of the Services, Consultant shall provide any reasonable assistance and cooperation that the Authority might require.

## **3. Term.**

A. This Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless earlier terminated.

B. If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 15 days prior written notice to the other party.

C. The Authority shall have two options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The extension options may be exercised sequentially or concurrently. To exercise an extension option, the Authority shall give written notice to Consultant at least 30 days prior to the then-scheduled expiration date.

## **4. Compensation.**

A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Limit.

B. Consultant shall submit monthly invoices to the Authority for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 10 business days of receipt of each invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

**5. Prevailing Wage Acknowledgement.** The Authority and Contractor acknowledge that some tasks in the Services are a “public works project” within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.). Contractor shall comply with the Labor Code Requirements.

**6. Independent Contractor Status.** Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

**7. Airport Rules and Regulations.** Consultant shall comply with the Airport Rules and Regulations. Consultant acknowledges that the Airport Rules and Regulations are available on the Authority’s webpage ([hollywoodburbankairport.com](http://hollywoodburbankairport.com)), and Consultant may obtain a hard copy from the Authority upon request. Violations of the Airport Rules and Regulations by Consultant or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

**8. Examination and Audit.** Pursuant to Government Code Section 8546.7, the parties are subject to the examination and audit of the California State Auditor, at the Authority’s request or as part of any audit of the Authority, for a period of three years after final payment under this Agreement.

**9. Work Product Ownership.** All reports, documents, or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Authority without limitation upon use or dissemination by the Authority.

**10. Confidentiality.** Consultant shall preserve the confidentiality of all nonpublic data, documents, discussion or other information that is developed or received by it in connection with this Agreement. Consultant shall not disclose such information without the prior written authorization of the Executive Director. Upon request, all Authority data shall be returned to the Authority at expiration or termination of this Agreement. Consultant’s obligations under this section shall survive expiration or termination of this Agreement.

**11. Conflict of Interest.** Consultant shall not maintain or acquire any financial interest that may be affected by the Services. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with the Services.

**12. Indemnification.**

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall indemnify and hold the Indemnitees harmless from and against any and all claims, demands, damages, liabilities, losses, costs, or expenses, including reimbursement of reasonable attorneys' fees and costs of defense (collectively "Claims") to the extent caused by the negligence, recklessness or willful misconduct of Consultant, its officers, employees, subcontractors or agents (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional" as the term is defined under Civil Code Section 2782.8(c).

B. Other Indemnities. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs or expenses, including reasonable attorneys' fees and costs of defense (collectively, "Damages"), in law or equity, to the extent caused by the acts or omissions of Consultant, its officers, employees, subcontractors, or agents (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement except for such loss or damage arising from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any such Damages with counsel reasonably acceptable to the Authority, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith or in enforcing the indemnity herein provided.

C. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or the Indemnitees.

D. All duties of Consultant under this section shall survive termination or expiration of this Agreement.

**13. Insurance.** Without limiting Consultant's defense, hold harmless, and indemnification obligations under this Agreement, Consultant shall maintain policies of insurance as specified in the Insurance Requirements.

**14. Suspension.** The Contract Administrator may suspend all or any part of the Services for the Authority's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Consultant.

**15. Notices.** Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's

regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

Authority  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Stephanie Gunawan-Piraner  
E-mail: sgunawan-piraner@bur.org

Consultant  
KDG Construction Consulting, Inc  
1025 N. Brand Blvd. Suite 300  
Glendale, CA 91202  
Attn: Brittany Storozinski  
E-mail: bstorozinski@kdgcc.com

**16. Assignability.** Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Consultant from utilizing subcontractors identified in Consultant's proposal for the Services. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

**17. Litigation.** In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

**18. Exhibits.** Exhibits A through E are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A through D, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit E, the provisions of Exhibit E shall prevail.

**19. Incorporation of Mandatory Language.** Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

**20. Incorporation of Task Orders.** Executed Task Orders are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of a Task Order, the provisions of this Agreement shall prevail.



**21. Counterpart Originals.** This Agreement may be executed in counterpart originals.

**22. Entire Agreement.** This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

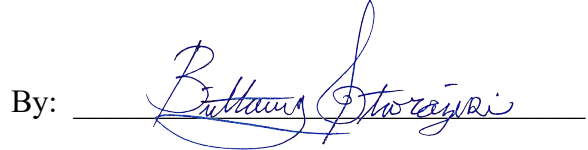
**TO EXECUTE THIS AGREEMENT**, the parties have caused their authorized representatives to sign below.

**KDG Construction Consulting, Inc.**

By: 

Print Name: Lydia H. Kennard

Chairperson  President  Vice President

By: 

Print Name: Brittany Storozinski

Secretary  Asst. Secretary  
 Chief Finance Officer  Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
President

Approved as to form:

\_\_\_\_\_  
Richards, Watson & Gershon  
A Professional Corporation

**EXHIBIT A**  
**Scope of Services**

(attached)

**1. Project Coordination and Administration**

- 1.1 Provide Project/Construction Management plan clearly identifying each team member's role and responsibilities, as well as details of management procedures and processes, including reporting.
- 1.2 Monitor and document activities to ensure contract conformance and adherence to Authority project objectives, schedules, plans and specifications, conditions of approval, and CEQA mitigation measures, as needed, including recommendation of appropriate response.
- 1.3 Provide project strategy/approach recommendations for projects.
- 1.4 Provide site logistics coordination and interface including development and/or review of phasing.
- 1.5 Perform constructability and serviceability reviews and provide recommendation of substantial and final completion dates.
- 1.6 Coordinate with Engineer, contractor, stakeholders, Authority, and other consultants to resolve issues.
- 1.7 Coordinate or oversee coordination with agencies having jurisdiction, utility companies and public/private agencies, including impact analysis, oversight, and shut down of utilities.
- 1.8 Prepare Authority, FAA, TSA, and other periodic status reports and be prepared to present.
- 1.9 Conduct preconstruction conference, weekly construction meetings, tenant, and other coordination meetings with meeting minutes distribution. Document significant conversations/situations along with site visits.
- 1.10 Conduct meetings and make presentations to all stakeholders, Authority, regulatory agencies, and others.
- 1.11 Track and monitor all permits related to construction to mitigate permit violations/gaps.
- 1.12 Manage requests for information, submittals, samples, and shop drawings.
- 1.13 Review SWPPP, coordinate, and inspect all required BMPs to ensure installed and appropriately maintained at site and ensure compliance with Authority's Clean Construction Policy.
- 1.14 Receive and distribute all construction related documents during the construction and be responsible for cataloging, distributing, and filling all construction project documentation in the Program Management Software system.
- 1.15 Track all construction documentation and the actions required for each document as well as daily and regular inspection reporting.
- 1.16 Provide regular reporting on progress of design and construction. For AIP projects, use relevant FAA monitoring forms.

**2. Cost/Change Management**

- 2.1 Measure and document construction pay quantities, review progress payment applications for work completed and compliance with contract requirements, and provide recommendations for approval.
- 2.2 Provide forecasting against approved budget and provide weekly reporting.
- 2.3 Actively identify and track exposure, opportunity, or other potential contract changes for each component and initiate the draft change orders for approval and subsequent processing.
- 2.4 Review change order requests for merit and reasonableness. Evaluate inconsistencies in pricing and quantities and provide an independent fee estimate. Perform contract negotiations (contract change orders, contract durations and delay claims, scope changes, etc.)
- 2.5 Prepare change orders and supplemental agreement (for FAA grants), if required.
- 2.6 Assist Authority Staff with negotiations and conduct dispute resolution.
- 2.7 Conduct value management studies, provide or suggest value engineering and review.

## ATTACHMENT A (continued)

### 3. Schedule Management

- 3.1 Develop, track, analyze, and update project-level schedule for all components to maintain control over duration of the project and to ensure compliance with the contract.
- 3.2 Monitor actual schedule against baseline and updated schedule.
- 3.3 Perform construction delay claims analysis.

### 4. Quality Management

- 4.1 Review and ensure compliance with approved project Quality Management Plan (QMP).
- 4.2 Coordinate, manage, and conduct quality assurance and materials testing, and special inspection activities. Provide continuous construction inspection services. For vertical projects provide inspectors well versed in vertical construction and, if appropriate, ICC certified. For airfield projects provide inspectors well versed in airfield construction.
- 4.3 Provide recommendation to the Authority regarding program management software for project. The software/program must be user-friendly with all the required business processes that will track design and construction costs, schedule, progress, submittals, request for proposals, etc.
- 4.4 Maintain files associated with the inspection and observance of construction, including field reports, construction photos, test reports, safety reports, correspondence, samples, etc. Files shall be integrated into program management software, where appropriate.

### 5. Risk Management

- 5.1 Develop and manage Risk Management Plan/Risk Register
- 5.2 Analyze, monitor, and provide recommendations for reduction, avoidance, or mitigation of risk and assist Authority in implementation.

### 6. Labor Compliance

Perform all administrative and investigative services to monitor contractor payroll records of all consultants/contractors and their subconsultants/subconsultants, including:

- 6.1 Gather information from all tiers to provide labor compliance monitoring services.
- 6.2 Prepare all required state and federal required reporting, including monthly Labor Compliance report/discrepancy report containing all pending issues and their status.
- 6.3 Complete final project report stating contractor payroll compliance and conformance to all labor program requirements.
- 6.4 Obtain applicable state and federal wage classification decisions. Ensure that Davis- Bacon and other applicable labor/ wage posters are on site in conspicuous locations and protected from weather.
- 6.5 Attend prebid and preconstruction meetings and present local, State, and Federal labor compliance, and general project requirements regarding prevailing wages and DBE requirements. Obtain signature of requirements briefing. Attend project meetings when requested.
- 6.6 Review and audit payroll, fringe benefits records, and certified wage submissions for completeness and accuracy. Ensure employees including apprentices/trainees are paid weekly and in accordance with applicable prevailing wage or Davis-Bacon wage determination specific to that project. Monitor workforce utilization for labor compliance and reconcile certified payrolls, at a ratio and frequency required by applicable labor program regulations.
- 6.7 Review the ratio of apprentices/trainees that are working on projects for conformance. Verify registration of apprentices and trainees in the approved apprenticeship programs.

## **ATTACHMENT A (continued)**

- 6.8 Conduct regular site visits and interviews.
- 6.9 Ensure contractor is not in violation of Copeland " Anti- Kickback" Act.
- 6.10 Notify Authority, project manager, and prime contractor monthly in writing of any labor discrepancies or suspected violations and define corrective actions to be taken, including restitution payments. Follow to resolution.
- 6.11 Document all labor compliance related to worker complaints received.
- 6.12 Provide guidance to Authority for Standards Enforcement Review, such as to enforce or withhold.

### **7. Disadvantaged Business Enterprise Participation Monitoring**

- 7.1 Collect and review monthly DBE Utilization Reports submitted by prime consultants/contractors and track throughout the life of the contract.
- 7.2 Notify Authority of delinquent/inadequate DBE Utilization Reports and/or underutilization of DBEs or willful non-compliant with DBE utilization requirements and/or DBE Utilization Report submittal requirements.
- 7.3 Verify payments made to DBEs and ensure compliance with the Prompt Payment Provisions.
- 7.4 Work with Authority to evaluate DBE subcontractor substitution requests; evaluate GFES submitted as proof of attempt to substitute a DBE with another DBE.
- 7.5 Review final report of DBE utilization submitted by prime contractor at contract closeout; record and report final DBE attainment percentage.

### **8. Safety Monitoring**

- 8.1 Become familiar with Authority's SMS Program and documentation and provide safety reporting to Authority
- 8.2 Provide safety compliance monitoring and contractor safety oversight.
- 8.3 Perform regular safety inspections for the project construction.
- 8.4 Assist Authority with investigating safety issues/incidents and provide recommendations for safety enhancements.

### **9. Project Closeout**

- 9.1 Coordinate punch-list, final inspection (FAA when applicable) testing and commissioning, activation, record drawings, and others.
- 9.2 Receive/verify certificates, warranties, maintenance and operation manuals and other data required for operation are received and correct.
- 9.3 Review record drawings for general compliance and consistency to ensure a complete package of records drawings will be available digitally to Authority. Perform record transfer of all documents.
- 9.4 Manage and coordinate the turnover of spare parts and/or attic stock items.
- 9.5 Manage and coordinate the required training for installed equipment.
- 9.6 Prepare Final Project and Final Construction Reports from design and construction information.

**EXHIBIT B**  
**Fee Schedule**

(attached)



## KDG Fee Schedule and Multiplier

### Multiplier Breakdown

Labor	1.00
2023 Overhead Rate	1.16
	2.16
Profit (10%)	0.22
Multiplier	2.38

### Contract Caveats for Rates:

**Overhead Rate Adjustments:** The overhead rate is subject to change as new rates become available for 2024, 2025, and subsequent years. Adjustments will be based on the latest published rates at the time of project execution.

**Annual Cost of Living Increase:** A 3% cost of living adjustment will be applied to labor rates annually, effective on the anniversary of the Notice to Proceed date each year, to account for inflation and market conditions.

**Rate Negotiation:** All rates, including labor and overhead, will be subject to negotiation based on the latest overhead rate in place at the time of project negotiation. Rates will be reviewed and finalized in alignment with prevailing industry standards and negotiation with Burbank.

Title	Firm	Direct Labor Rate		
		Year 1	Year 2	Year 3
Administrative I	KDG	\$ 35.00	\$ 36.05	\$ 37.13
Administrative II	KDG	\$ 45.00	\$ 46.35	\$ 47.74
Administrative III	KDG	\$ 50.00	\$ 51.50	\$ 53.05
Document Control I	KDG	\$ 65.00	\$ 66.95	\$ 68.96
Document Control II	KDG	\$ 75.00	\$ 77.25	\$ 79.57
Document Control III	KDG	\$ 85.00	\$ 87.55	\$ 90.18
Estimator I	KDG	\$ 75.00	\$ 77.25	\$ 79.57
Estimator II	KDG	\$ 90.00	\$ 92.70	\$ 95.48
Estimator III	KDG	\$ 105.00	\$ 108.15	\$ 111.39
Office Engineer I	KDG	\$ 45.00	\$ 46.35	\$ 47.74
Office Engineer II	KDG	\$ 55.00	\$ 56.65	\$ 58.35
Office Engineer III	KDG	\$ 70.00	\$ 72.10	\$ 74.26
Project Engineer I	KDG	\$ 60.00	\$ 61.80	\$ 63.65
Project Engineer II	KDG	\$ 70.00	\$ 72.10	\$ 74.26
Project Engineer III	KDG	\$ 80.00	\$ 82.40	\$ 84.87
Construction Manager I	KDG	\$ 85.00	\$ 87.55	\$ 90.18
Construction Manager II	KDG	\$ 90.00	\$ 92.70	\$ 95.48
Construction Manager III	KDG	\$ 100.00	\$ 103.00	\$ 106.09
Construction Manager IV	KDG	\$ 110.00	\$ 113.30	\$ 116.70
Construction Manager V	KDG	\$ 120.00	\$ 123.60	\$ 127.31
Inspector I	KDG	\$ 55.00	\$ 56.65	\$ 58.35
Inspector II	KDG	\$ 65.00	\$ 66.95	\$ 68.96
Inspector III	KDG	\$ 75.00	\$ 77.25	\$ 79.57
Airfield Inspector I	KDG	\$ 80.00	\$ 82.40	\$ 84.87
Airfield Inspector II	KDG	\$ 90.00	\$ 92.70	\$ 95.48
Airfield Inspector III	KDG	\$ 100.00	\$ 103.00	\$ 106.09
Airside Scheduling	KDG	\$ 70.00	\$ 72.10	\$ 74.26
Safety Manager I	KDG	\$ 75.00	\$ 77.25	\$ 79.57
Safety Manager II	KDG	\$ 85.00	\$ 87.55	\$ 90.18
Safety Manager III	KDG	\$ 95.00	\$ 97.85	\$ 100.79
Site Logistics	KDG	\$ 110.00	\$ 113.30	\$ 116.70
Subject Matter Expert	KDG	As negotiated		



**EXHIBIT C**  
**Insurance Requirements**

1. Consultant shall obtain, provide, and maintain policies of insurance as specified below.

A. General Liability Insurance. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

C. Professional Liability (Errors and Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Consultant shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.

D. Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.

2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:

A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.

B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.

D. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnitee before the Indemnitee's own insurance or self-insurance shall be called upon to protect it as a named insured.

F. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.

G. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority.

I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.

J. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees, or Consultant shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. The workers' compensation insurer agrees to waive all rights of subrogation against the Authority for injuries to employees of Consultant resulting from work for the Authority or use of the Airport.

3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimum specified above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

4. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of

subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

5. Consultant shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Consultant. Consultant shall monitor and review all such coverage, and Consultant assumes all responsibility for ensuring that such coverage is provided. Upon request, Consultant shall submit all subcontractor agreements to the Authority for review.

6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority in such event shall be promptly reimbursed by Consultant or the Authority shall withhold from its payments to Consultant an amount sufficient to pay that premium.

7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Consultant 90 days notice of such change. If such change results in substantial additional cost to Consultant, then the parties shall renegotiate Consultant's compensation.

**EXHIBIT D**  
**Labor Code Requirements**

1. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Services are on file at the Airport and will be made available to any interested party on request. By initiating any Work, Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by these Contract Documents.
2. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty paid to the Authority, forfeit \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Consultant or by any subcontractor.
3. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the Authority of the location of the records. Consultant has 10 days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the Authority, Consultant shall forfeit \$100 for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
4. Consultant and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.
5. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty paid to the Authority, forfeit \$25 for each worker employed in the performance of the Services by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all

hours worked in excess of eight hours per day at not less than 1.5 times the basic rate of pay.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the Services, Consultant shall provide the Authority with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work, Consultant and each of its subcontractors shall submit to the Authority a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Consultant shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Consultant and subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Consultant or any subcontractor becomes debarred or suspended during the duration of this Agreement, Consultant shall immediately notify the Authority.
8. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.
9. The Services are subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.
10. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Consultant certifies as follows:  
  
“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract.”

**EXHIBIT E**  
**AIP Project Federal Requirements**

References in this Exhibit to “Contractor” shall be deemed to refer to Consultant. Consultant shall: (i) insert these provisions in each lower tier contract; (ii) incorporate the requirements of these provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services; and (iii) be responsible for compliance with these provisions by any subcontractor, lower-tier subcontractor, or service provider.

**1. Access to Records and Reports**

Consultant must maintain an acceptable cost accounting system. Consultant agrees to provide the Authority, 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 Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**2. Breach of Contract Terms**

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

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

C. 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.

**3. General Civil Rights Provisions**

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

#### **4. Civil Rights – Title VI Assurance**

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

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

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as



may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

## **5. Clean Air and Water Pollution Control**

A. Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). Consultant agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

B. Consultant must include this requirement in all subcontracts that exceed \$150,000.

## **6. Contract Workhours and Safety Standards Act Requirements**

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such

laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

7. **Copeland “Anti-Kickback” Act**

Consultant must comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Consultant 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 Authority, a weekly statement on the

wages paid to each employee performing on covered work during the prior week. The Authority must report any violations of the Act to the Federal Aviation Administration.

## **8. 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 § 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, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

## 2. Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon

prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the 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 records which 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 <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> 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) That 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) That 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) That 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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services 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 Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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 §§ 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 § 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.

**9. Certification of Offeror/Bidder Regarding Debarment**

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

B. The successful offeror, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm 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 offeror will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.

2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

**10. Disadvantaged Business Enterprises**

A. Contract Assurance (49 CFR § 26.13) – The Contractor, subrecipient 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, which may include, but is not limited to:

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

B. Prompt Payment (49 CFR § 26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.

C. Termination of DBE Subcontracts (49 CFR § 26.53(f)) –

1. The prime contractor must not terminate a DBE subcontractor listed in response to the Disadvantaged Business Enterprises section of the solicitation for this Agreement (or an approved substitute DBE firm) without prior written consent of the Authority. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

2. The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent the Authority. Unless the Authority's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

3. The Authority may provide such written consent only if the Authority agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

4. Before transmitting to the Authority its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE

subcontractor, with a copy to the Authority, of its intent to request to terminate and/or substitute, and the reason for the request.

5. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Authority and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Authority should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Authority may provide a response period shorter than five days.

6. In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

## **11. Distracted Driving**

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

B. In support of this initiative, the Authority encourages Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Consultant must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

## **12. Equal Employment Opportunity (EEO)**

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, sexual orientation, gender identity, 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 identity 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 consideration for

employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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 by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

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

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such 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 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.

(8) The Contractor will include the provisions of paragraphs (1) through (8) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with,

litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **13. Equal Employment Opportunity 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 must 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 areas 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 nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must 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 therefor, 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 woman 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 work force.

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 nonsegregated 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 group 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, the Contractor may be in violation of the Executive Order if a 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, sexual orientation, gender identity, or national origin.

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

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

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

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

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of

requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

#### **14. Domestic Preferences for Procurements**

The offeror certifies by signing and submitting this proposal that, to the greatest extent practicable, the offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

#### **15. Federal Fair Labor Standards Act**

A. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, 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.

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

#### **16. 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, sexual orientation, gender identity, 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.

#### **17. Occupational Safety and Health Act**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The

employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

Consultant and subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

**19. Termination of Contract**

A. Termination for Convenience.

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

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

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

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

B. Termination for Cause.

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

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective

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

a. Termination by Authority: The Authority may terminate this Agreement for cause in whole or in part, for the failure of Consultant to:

1. Perform the services within the time specified in this contract or by the Authority approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the services; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the services.

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

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

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

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

b. Termination by Consultant: Consultant may terminate this Agreement for cause in whole or in part, if the Authority:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than 180 days due to reasons beyond the control of Consultant.

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

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

## **20. Veteran's Preference**

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