



Request for Qualifications for Airport Engineering Services

Yuma County Airport Authority (YCAA) is seeking qualified aviation consultants (Consultant) to provide airport consultant services to include engineering design and airport construction project management services for both AIP and non-federally funded projects for Yuma International Airport and Rolle Airfield. All work will be required to meet Federal Aviation Administration (FAA) Standards and Arizona Department of Transportation - Aeronautics Group Standards. YCAA anticipates entering into a contract for on-call services with the selected firm/team for an initial three year period with up to two (2), one (1) year renewals after the initial three (3) year period for a maximum of five (5) years.

The YCAA will solicit and receive Statements of Qualifications (SOQ's) for professional engineering design and construction oversight/administration services as described in the project scope listed below. This RFQ Package is available by calling the Airport Administration Office at 928-726-5882 ext. 2223 or on the airport's website at FlyYuma.com The proposed timeline below is **for planning purposes only**.

Anticipated Milestones (All Times Arizona)

RFQ Available: November 26, 2025

Pre-submittal Conference: December 10, 2025 at 12pm

Last Date for Questions: December 29, 2025 at 2pm

Response Due: January 8, 2026 by 2pm

Contract Award: Date pending FAA, ADOT Review and Board Approval

SECTION I-BACKGROUND AND OVERVIEW

Yuma International Airport (NYL) is a non-hub Part 139 commercial airport located alongside the operations of the Marine Corps Air Station Yuma as a shared use airfield. Yuma International Airport is owned by Yuma County and operated by the Yuma County Airport Authority.

Rolle Airfield (Rolle or 44A) is a public use, non-NPIAS, GA Basic airport owned by the United States Department of the Interior and managed by YCAA. It is located in San Luis, AZ.

Through the ADOT and FAA Airport Capital Improvements Program (ACIP) planning process as well as the ADOT Pavement Maintenance Program, several airport improvement projects have been identified and programmed for design and construction at NYL and Rolle. The YCAA intends to complete some or all of these projects as part of the on-call agreement.

The YCAA wishes to select up to two qualified consultants via a Qualifications Based Selection (QBS) process, in accordance with FAA Advisory Circular 150/5100-14E Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects, to provide complete airport consulting services for the proposed projects. If more than one consultant is selected, YCAA reserves the right to determine the projects assigned to each consultant based on airport needs, scope of work, and/or project schedule. The final scope of services and schedule for each project will be at the sole discretion of the YCAA.

Following review of the SOQ's received and selection of the most qualified consultant firm or firms by the Selection Committee, the YCAA intends to invite the selected firm or firms (or teams) to submit a billing rate proposal and enter into a general professional services agreement. Each project will be negotiated separately and awarded via a task order under the overall professional services agreement. Entering into a general professional services agreement does not guarantee any task orders will be issued for any individual. The selection process will be performed in compliance with ARS Title 34 Chapter 6.

Funding for design and construction of the projects will be through FAA and ADOT Grant(s), YCAA funds or any combination thereof. The YCAA reserves the right to terminate the projects should funding become unavailable for any reason.

SECTION II- CONSULTANT SERVICES

The airport consultant services required for typical engineering of airport development projects involve planning type services including environmental documentation development for design and construction projects and engineering type services include architectural, civil, geotechnical, structural, mechanical and electrical engineering. The basic services that will be required are the following:

- 1. Preliminary Phase.** This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include but not limited to:
 - a. Conferring with owners and stakeholders on project requirements, budget preparation, financial impact, schedules and other pertinent matters.
 - b. Planning, procuring, and/or preparing necessary surveys, permits, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design
 - c. Developing design schematics, sketches, environmental and aesthetic considerations, preliminary layouts, cost estimates and project recommendations
 - d. Preparing project design criteria and other bridging documents as needed for preliminary planning purposes.
 - e. Development of preliminary environmental documentation and support studies for planned FAA and ADOT funded projects.
 - f. Support for Independent Fee Estimates ("IFE's") required for AIP-funded projects; and, assisting in preparation of FAA and ADOT grant applications.
- 2. Engineering / Design Phase.** This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include but not limited to the following:
 - a. Coordinating and attending meetings to obtain information and to coordinate or resolve design matters with all critical project stakeholders.
 - b. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies and performing architectural, engineering, and special environmental studies.
 - c. Preparing necessary engineering reports and providing design recommendations.
 - d. Preparing construction safety phasing plans ("CSPPs").
 - e. Preparing detailed construction drawings, specifications, cost estimates, and construction schedules.

- f. Printing and distributing necessary copies of construction drawings, contract documents, and technical specifications.
- g. Providing value engineering services if required to meet overall budgetary constraints.

3. Construction Phase. This phase includes all activities to construct the project. Examples include but not limited to:

- a. Assisting with bid advertising and securing bids to include holding the preconstruction meetings, managing and answering all Request for Information (RFIs), negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts and preparing contract documents to include Notice of Award (NOA) to Contractor, Notice to Proceed (NTP) once grant is executed, collection of all subcontractors agreements with General Contractor and any other requirements necessary for a new construction grant.
- b. Onsite construction inspection and/or management involving the services of a part time or full-time resident engineer(s), inspector(s) or manager(s) during the construction or installation phase of a project. This shall include weekly construction meetings with agendas & minutes and prepare/oversee weekly progress reports.
- c. Providing consultation and advice to the YCAA during all phases of construction.
- d. Inspecting work in progress periodically and providing appropriate reports to the YCAA, FAA, and ADOT.
- e. Reviewing and approving shop drawings submitted by contractors for compliance with construction documents.
- f. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
- g. Issuing engineering supplemental information as needed.
- h. Preparing and negotiating change orders and supplemental agreements.
- i. Observing or reviewing performance tests required by specifications.
- j. Preparation of record drawings.
- k. Determining amounts owed to contractors and assisting in the preparation of payment requests for amounts reimbursable from grant projects.
- l. Review and Authorize Monthly Draw Requests to include the preparation and submission of monthly federal, state and PFC grant draws, the General Contractor paid notices to all subcontractors, collect/track/review/conduct interviews and provide written compliance confirmation for Davis Bacon Wages.
- m. Making final inspection and submitting a report of the completed project to the YCAA, FAA and ADOT. This includes the annual Federal Financial Report (SF-425), all close out documents such as As-builts, final SF-425, and close out reports.

4. Special Services. The development of miscellaneous projects may involve special activities or studies. Some examples of special services that might be employed for airport projects include:

- a. Soils investigations, including core sampling, laboratory tests, related analyses and reports.
- b. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
- c. Land surveys and topographic maps.
- d. Field and/or construction surveys.

- e. Photogrammetry surveys.
- f. Expert witness testimony in litigation involving specific projects.
- g. Public information and community involvement surveys, studies and activities.
- h. Assisting the YCAA in the preparation of necessary applications for local, State and Federal grants.
- i. Preparation of DBE Plan/Goals.
- j. Preparation of Title VI and Community Participation Plans.
- k. Preparation of property maps.
- l. Preparation of quality control plan.

SECTION III- FUTURE POTENTIAL PROJECTS (not in any specific order)

- 1. NYL Commercial Air Service Terminal Apron (43,267 SY /58 PCI)
- 2. NYL Terminal Curb (Landside) Pavement Rehabilitation (18,900 SY /61 PCI)
- 3. NYL Commercial Air Service Terminal Apron Rehabilitation (43,267 SY / 57 PCI)
- 4. NYL DCC Apron South Ramp Expansion by 47,000 SY in PCCP to support ADG V1 users
- 5. NYL Pappy Boyington Apron Rehabilitation (13,532 SY/61 PCI)
- 6. NYL Emergency Access Road Rehabilitation (16,000 SY /58 PCI)
- 7. NYL General Aviation Rehabilitation to include the NW Hangars, Self Service Ramp, South Ramp, and West of Taxiway Z2 and Z3 utilized by General Aviation. (148,932 SY / PCI vary between 65-82)
- 8. NYL Taxiway Z1, Z2 and Z3 Rehabilitation (45,102 SY /59 PCI)
- 9. NYL Rental Car Overflow Lot
- 10. NYL Airfield Perimeter Road for Emergency, Operations and Maintenance Vehicles (Reconstruct)
- 11. 44A Runway 17/35 Rehabilitation (18,667 SY /65 PCI)
- 12. 44A Reconstruction of Apron Holding Areas (2,519 SY /7 PCI)
- 13. 44A GA Apron Rehabilitation (3,500 SY /57 PCI)
- 14. 44A GA Apron Expansion (3,500 SY)

SECTION IV – PRE-SUBMITTAL CONFERENCE

A pre-submittal conference will be held at **12pm on December 10, 2025** at the Yuma International Airport, Conference Room on the second floor. The Airport is located at 2191 E. 32nd Street, Yuma, Arizona. At this meeting, the YCAA staff will discuss the scope of work, general issues and goals of this qualifications-based selection (QBS) process and respond to questions from the attendees. Attendance at the pre-submittal conference is not mandatory and interested firms may submit a Statement of Qualifications whether or not they attend the conference.

All interested firms are encouraged to attend the Pre-Submittal Conference since the YCAA staff will not be available for meetings or to respond to individual inquiries regarding the project scope outside of this conference. In addition, there will not be meeting minutes or any other information published from the Pre-Submittal Conference. The YCAA may elect to publish a list of the attendees.

If there are any questions concerning any aspect of this solicitation or the scope of work as a Request for Information (RFI), please submit them in writing via e-mail to Andrea Lopez Andrea@Yumaaairport.com. All questions and answers will be published on the airport website. It

is the responsibility of the responders to review all questions and answers prior to the submission of their SOQ's. The last date for questions is indicated above in the milestones.

SECTION V – DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

The YCAA/Yuma International Airport has an established Disadvantaged Business Enterprise (DBE) program and a Small Business Enterprise (SBE) program in accordance with regulations of the U.S. Department of Transportation, 49 CFR Part 26. It is the policy of the YCAA to ensure that DBEs and SBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. If you need additional information, the point of contact for the DBE program is Gerald Hinkle, Jr at Junior@yumaaairport.com.

The consultant (and all sub-consultants) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the consultant 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 sponsor deems appropriate.

The YCAA encourages all interested firms to take active race/gender neutral steps to include DBEs/SBEs in this and other airport contracts. Race/gender neutral steps include: unbundling large contracts, subcontract work the prime contractor may otherwise self-perform, provide bonding or financing assistance, provide technical assistance, etc.

Only DBE/SBE firms listed in the Arizona Department of Transportation Unified Certification Program at the time of Qualification Statement or Proposal submittal will be considered as DBE/SBE's. The ADOT DBE Directory is available at <http://www.azdot.gov/azdb>

SECTION VI – STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

Each Statement of Qualifications (SOQ) will be evaluated according to the following criteria:

A. General information (30 points)

1. Provide a detailed description of the company and/or team that is proposing to provide the services, including identifying participating sub-consultants and providing their qualifications.
2. Provide experience and qualifications of key personnel. For each key person, provide the following information:
 - a. Percentage of time that each person will be available to provide services potentially requested under this RFQ
 - b. Length of time with the firm
 - c. Applicable professional registrations
 - d. Area(s) of expertise as it relates to the projects noted
3. Provide an organization chart showing key personnel and sub-consultants.

B. Project experience of the firm/team and key personnel. (50 points)

1. Provide a list of similar airport projects on which the project team has experience. For each example project, please provide the following information:
 - a. Description of the project, including project name and location
 - b. Project owner and/or client information

- c. Role of the firm, including a description of the services provided
 - d. Role of each key team member who worked on the reference project and the percentage of time spent by each key team member on said project
 - e. Approximate dates services were provided
 - f. Reference information (two contacts including current telephone numbers per project)
2. List all Yuma International Airport projects or projects at airports of similar size/use/makeup where the firm/team provided design services in the last ten (10) years, completed or ongoing, that are not already included in the preceding sections.
 3. Detail the teams knowledge of FAA and ADOT Aeronautics requirements, policies, and procedures, including grant administration.

The consulting firm's SOQ will need to indicate that the project team has recent direct experience designing similar improvements. The consulting firm will need to indicate how the proposed team has sufficient time as a team to provide the on-call services. It is necessary to demonstrate the proposed team has the ability to meet project schedules in the past and provide reasonable proposed schedules for assigned projects.

C. Understanding of the projects & approach to performing the services (40 points)

Discuss any major issues your team has identified for any or all of the projects on the potential project list in this RFQ and how your firm/team intends to address those issues. Identify any technical innovations that may be incorporated and/or innovative approaches that will be used in executing the work. Also, discuss the particular expertise your firm/ team offers and how you propose to use that expertise to benefit the YCAA to add value to the projects.

The consulting firm's SOQ will need to provide evidence of an understanding of the projects and any unique engineering aspects associated with the proposed projects and how to address them. Your SOQ should address a technical as well as management approach for the on-call services. Regardless of the level of service ultimately needed, a consultant with proven experience in these areas and in working with the FAA Western-Pacific Region and ADOT Aeronautics Group is very desirable.

D. Agreement Terms (5 points)

Provide a statement acknowledging your firms willingness to accept the sample agreement terms (Attachment A) or identify specific exceptions to the sample agreement.

Your SOQ SHOULD NOT include a fee schedule.

All material submitted in response to this solicitation becomes the property of YCAA and will not be returned. After the contract is awarded, the SOQ's shall be open for public inspection except to the extent that the withholding of information is permitted or required by law.

SECTION VII – SUBMITTAL REQUIREMENTS

The Statement of Qualifications shall include a **one-page cover letter, plus a maximum of 15 pages** to address the SOQ evaluation criteria (excluding resumes). Resumes for each team member shall be limited to a maximum length of one page and should be attached as an appendix to the SOQ. **Please provide six (6) physical copies of the Statement of Qualifications**, as well as an

electronic version in searchable PDF Format by Time on Date. The YCAA reserves the right to accept or reject any and all Statements of Qualifications.

Submittals (mailed or hand-carried) must be delivered to the Airport Administration reception area on the second floor of Yuma International Airport Passenger Terminal. **On the submittal package, please display: Firm name and project title.**

All submittals should be sent or delivered to:

YUMA COUNTY AIRPORT AUTHORITY

Attn: Gladys D. Brown, C.M., C.A.E.

2191 E. 32nd Street, Suite 218

Yuma, Arizona 85365

Please be advised that failure to comply with the following criteria may be grounds for disqualification:

- Receipt of submittal by the specified cut-off date and time
- Receipt of the number of copies of the submittal specified
- Adherence to maximum page requirement
- Delivery of submittal in correct location

Adherence to the maximum page criterion is critical; each page side (maximum 8 1/2" x 11") with criteria information will be counted. Pages that have project photos, charts, and graphs will be counted towards the maximum number of pages. Table of Contents pages and tabbed divider pages will not be counted if they do not contain submittal information.

SECTION VIII – SELECTION PROCESS AND SCHEDULE

The selection of the firm or team will follow the guidelines in FAA Advisory Circular 150/5100-14E "Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects."

A selection committee will review all SOQ's and rate and rank each submission in accordance with the evaluation criteria described above and in FAA AC 150/5100-14E. All participating firms will be notified of the result, and the top-rated firm/team will be contacted to begin fee negotiations. The selection committee reserves the right to conduct interviews with the top-rated firms if the committee deems it necessary. In such case, selection will be made following interviews.

No verbal agreement or selection is binding or considered final until approved by the Yuma County Airport Authority (YCAA). The YCAA reserves the right to reject any or all SOQ's, and to conduct new professional services selection procedures.

The successful firm or firms (or team) will be selected through a qualifications-based selection process which will consist of two evaluated elements: (1) Statements of Qualifications (SOQs) submitted in response to this RFQ, and (2) Reference verification of the finalists.

A Selection Committee will evaluate each SOQ according to the criteria set forth in Section VI above and select at least three (3) finalists for consideration. The YCAA will then perform a reference verification process by contacting and interviewing the references provided by each of the finalists in their SOQ submittal. The firms receiving the highest evaluation from the selection

committee will be selected to begin negotiation for the contract, unless negative information is received during the reference verification process that the Selection Committee believes to be substantial.

The following tentative schedule has been prepared for this selection process:

RFQ Available: November 26, 2025

Pre-submittal Conference: December 10, 2025 at 12pm

Last Date for Questions: December 29, 2025 at 2pm

Response Due: January 8, 2026 by 2pm

Selection Committee Provided Proposals: January 8, 2026 at 4pm

Selection Committee Meeting to Review SOQs: January 19, 2026 at 11am

If necessary, in person interviews of finalist: January 21 & 22, 2026

Contract Award: Date pending FAA, ADOT Review and Board Approval

Scores for each firm from each of the elements will be evaluated, and the Selection Panel will forward a recommended, rank-ordered listing of the best-qualified firms to the Airport Director and the YCAA for approval.

Upon approval, the top-ranked firm, firms, or team shall be considered as “selected” and the QBS process will be considered completed for all firms that are not selected.

The YCAA will then enter into negotiations with the top-ranked firm, firms, or team for a professional services agreement for general airport on-call consulting services as summarized in other sections of this RFQ. Negotiations for specific projects will occur following completion of an approved on-call engineering services contract, and only when requested by the YCAA. If the YCAA is unsuccessful in negotiating a contract with the firm, firms, or team selected from this solicitation, then the YCAA will terminate the entire selection process and may issue a new RFQ or elect to begin to negotiate with the second or third most qualified firm, at its sole discretion.

By submitting an SOQ in response to this RFQ, all interested consultants certify that they have reviewed the YCAA’s standard contract for professional services, including insurance requirements, the State of Arizona Requirements and the Mandatory Federal Contract Provisions, and, if selected, will execute the YCAA’s required contract without modification or exceptions.

SECTION IX – GENERAL INFORMATION

RFQ Listing. This Request for Qualifications will be listed on the YCAA web site, <https://flyyuma.com/rfq.html>.

Instructions. The YCAA shall not be held responsible for any oral instructions. Any changes to this Request for Qualifications will be in the form of an addendum, which will be the responsibility of the consulting firm to review any updated documents on the YCAA website. It is the responsibility of the consulting firm to notify Andrea Lopez at Andrea@Yumaairport.com to be placed on the Request for Qualifications Holders List for this specific project.

Firms who pick up a copy of the Request for Qualifications packet from the Airport Administration office will be included on the Request for Qualifications Holders List. Firms receiving a copy of

this packet through any other means must register as a Request for Qualifications holder with the Airport Administration office.

YCAA Rights. The YCAA reserves the right to reject any or all Statements of Qualifications, to waive any informality or irregularity in any Statement of Qualifications received, and to be the sole judge of the merits of the respective Statements of Qualifications received. No binding contract will exist between the submitter and the YCAA until the YCAA executes a written contract.

Contact with the YCAA Employees or the YCAA Board of Directors. All firms interested in this solicitation (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-consultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative.

TITLE VI SOLICITATION NOTICE:

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

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

DISADVANTAGED BUSINESS ENTERPRISE

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

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

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

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

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING LOBBYING

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

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

Questions. Questions pertaining to the selection process or contract issues should be directed to CFO Gerald Hinkle, Jr. at (928) 726-5882, Fax (928) 344-4766, email: Junior@yumaairport.com.

Thank you for taking the time to respond to this RFQ.

ATTACHMENT A

Sample On-Call Engineering Services Contract

ENGINEERING SERVICES CONTRACT

(ATTACHMENT A- SAMPLE)

THIS CONTRACT, entered into this ____ day of _____, 2025, between the Yuma County Airport Authority, Inc., a non-profit corporation, the "AUTHORITY" and **NAME of ORGANIZATION, CORPORATE STATUS**, the "ENGINEER".

RECITALS

- A. The Airport Director has been authorized by the AUTHORITY to enter into this professional service agreements; and
- B. The AUTHORITY intends to contract for Airport Engineering services with **NAME OF ORGANIZATION** to design and manage several airport improvement projects; and,
- C. The Engineer is qualified to render the services desired by the AUTHORITY.

FOR AND IN CONSIDERATION of the parties' mutual covenants and conditions, the AUTHORITY and the ENGINEER agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

1.1 Scope of Services

Consultant shall provide the professional airport engineering services required by this Contract, which is summarized in Section 1.3 of this contract and further detailed in the entire Request for Qualifications dated **DATE HERE** identified as Airport Engineering Services and is incorporated into this Contract as **Exhibit A** as fully as if written out below. Consultant's proposal submitted in response to Request for Qualifications dated **DATE HERE** is incorporated into this Contract as **Exhibit B** as if written out below.

If any provision incorporated by reference from the Request for Qualifications conflicts with any provision of the Consultant's proposal, the provision of the Request for Qualifications will control. If any provision of the Consultant's proposal, including but not limited to any limitation of liability or disclaimer of warranty language, conflicts or is in any way inconsistent with any provision of this Contract, this Contract will control.

The Consultant shall act under the authority and approval of the Airport Director to provide the services required by this Contract.

The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the AUTHORITY, FAA, and ADOT, the services

generally outlined below and specifically indicated in future Authorization of Services agreed upon by the AUTHORITY. The Consultant may utilize the services of Subcontractors when such services are warranted and previously agreed upon in writing by the AUTHORITY.

The Consultant must obtain all necessary information to complete the tasks requested by the AUTHORITY.

The Engineer will provide the Engineering services required by this Contract.

The Engineer is assigned the tasks specified in the attached **Exhibit C**, Airport Capital Improvement Program, which is incorporated by reference and made a part of this Contract. If any provision of the Engineer's proposal, including but not limited to any limitation of liability or disclaimer of warranty language, conflicts or is in any way inconsistent with any provision of this Contract, this Contract will control.

The Engineer must obtain all necessary information to complete the tasks specified in Exhibit C, Airport Capital Improvement Program.

1.2 Acceptance and Documentation

- A. Each task will be reviewed and approved by the Airport Director to determine acceptable completion.
- B. The AUTHORITY will provide all necessary information to the Engineer for timely completion of the tasks specified in Section 1.1 above.
- C. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be and remain the property of the AUTHORITY and are to be delivered to the Airport Director before final payment is made to the Engineer.

1.3 Scope of Services

The Consultant shall render services as the AUTHORITY's professional Airport Engineering Consultant, giving consultation and advice as needed.

The Consultant shall provide professional airport Engineering services for a full range of aviation needs at Yuma International Airport and Rolle Airfield Airport, including but not necessarily limited to airport project design, project construction administration, fiscal evaluations, architectural design and operations evaluations as may be necessary, which are subject to various local, state, and federal requirements. Specific airport Engineering projects that are part of an Airport capital improvement project, likely listed on **Exhibit**

C, for which the Consultant may provide professional Engineering services ("Specific Services") pursuant to the terms of this contract will be explained and included in an Authorization of Services document.

The Consultant may also provide some minimal on-call general Engineering services for the AUTHORITY as projects arise ("General Services.") One or more separate Authorization of Services will be prepared for each Specific Service or General Service Airport Engineering project and when signed by the parties, becomes a part of this Contract.

Each Authorization of Services shall set forth, in addition to the services to be performed in connection with that project, the time limits within which such services are to be performed, and compensation to be paid the Consultant for its services provided that the Consultant will in no case be authorized to receive an hourly rate in excess of the maximum hourly rates approved in Section 2 of this Contract.

Specific airport Engineering projects that are part of an Airport capital improvement project, likely listed on **Exhibit C** will be subject to a documented negotiation process and comparison through an Independent Fee Estimate approved by the FAA and or ADOT.

1.4 Authorization of Services

Prior to initiating any work requested under Sections 1.1 and 1.2 above, the Consultant and AUTHORITY must execute an Authorization of Services as specified within each of these sections. The Airport Director shall approve all Authorization of Services, under the terms of this Contract.

2.0 FEES AND PAYMENTS

2.1 Fee Schedule

The Engineer shall be paid at the hourly rates shown in **Exhibit D** and as amended throughout the life of the contract.

2.2 Payment Approval

The time spent for each task must be recorded and submitted to the Airport Director. The Engineer must maintain all necessary documents and accounting records pertaining to time billed and to costs incurred and make these materials available at all reasonable times during the Contract period.

Monthly payments will be made to the Engineer on the basis of a progress report submitted by the Engineer for work completed through the last day of the preceding calendar month. Each task is subject to review and approval by the Airport Director to determine acceptable completion.

The Airport Director reserves the exclusive right to determine the amount of work performed and payment due the Engineer on a monthly basis. All charges must be approved by the Airport Director before payment.

2.3 Payment Terms

The AUTHORITY payment terms for engineering work under State of Arizona A.R.S. Title 34 requirements is fourteen (14) days after invoice submittal by the Engineer and the work is certified and approved by the Airport Director.

The AUTHORITY has seven (10) days after receipt of the invoice to prepare and issue a written finding setting forth those items in detail which are not approved for payment under the Contract and which are not certified by the Airport Director. Until such time as such issues are resolved and certified by the AUTHORITY the fourteen (14) day payment term will not have commenced.

2.4 Hourly Rate Increases

The Consultant may submit revised hourly rate schedules for approval thirty (30) days prior to each anniversary date of the Contract. Failure to do so may result in the denial of any increase requested. The Airport Director must approve any revised hourly rates in writing. A requested price increase will become effective only after approval by the Airport Director and will take effect on the anniversary date of the contract. Approved rate increases will be applied to the unit pricing in the Contract as a percentage increase.

The Airport Director shall evaluate the Consultant's performance, services, and records documentation to determine the appropriateness of the increase requested. The Airport Director may conduct third party evaluations to ensure rate increases are consistent with industry standards.

The percentage increase in unit pricing may not exceed the percentage reflected in the U.S. Consumer Price Index (CPI) – All Items, 1982-84 = 100, for All Urban Consumers, based on the percentage change over the preceding twelve (12) months as published by the U.S. Department of Labor, Bureau of Labor Statistics. **Please note that under no circumstances may the**

increase in unit pricing exceed three percent (3%) per annum, regardless of CPI movement.

2.5 General Services

Compensation for General Services authorized by the AUTHORITY shall be based on and shall be no more than the maximum hourly rates approved subject to the agreed upon maximum hours or limits, which will include any expenses incurred by the Consultant and/or Subcontractors as set forth in the corresponding approved Authorization of Services. The AUTHORITY, based upon the submittal of expense reports and/or receipts, if requested, shall reimburse eligible expenses.

3.0 GENERAL TERMS AND CONDITIONS

3.1 Airport Director

The Airport Director will oversee the performance of this Contract, assist the Engineer in accessing the organization, audit billings, and approve payments. The Engineer must submit all reports and special requests through the Airport Director. The Airport Director has the authority to authorize Change Orders.

3.2 Term of Contract

The Maximus Term of the Contract is 5 Years.

The initial term of this Contract is for 3 year period with two options to extend of 1 year each. The AUTHORITY and Engineer may mutually agree to extend this Contract for upon the recommendation of the Airport Director without further approval of the AUTHORITY.

3.3 Termination or Cancellation of Contract

The AUTHORITY may terminate this Contract or abandon any portion of the project that has not been performed by the Engineer.

Termination for Convenience: The AUTHORITY has the right to terminate this Contract or any part of it for its sole convenience with thirty (30) days written notice. If terminated, the Engineer must immediately stop all work and will immediately cause any of its suppliers and Subcontractors to stop all work. As payment in full for services performed to the date of the termination, the Engineer will receive a fee for the percentage of services actually completed. This fee will be in the amount mutually agreed upon by the Engineer and the AUTHORITY, based on the Scope of Work.

If there is no mutual agreement, the Airport Director will determine the percentage of completion of each task detailed in the Scope of Work and the Engineer's compensation will be based on this determination. The AUTHORITY will make this final payment within sixty (60) days after the Engineer has delivered the last of the partially completed items. The Engineer will not be paid for any work done after receipt of the notice of termination or for any costs incurred by the Engineer's suppliers or Subcontractors, which the Engineer could reasonably have avoided.

Cancellation for Cause: The AUTHORITY may also cancel this Contract or any part of it with seven (7) days' notice if the Engineer defaults, or if the Engineer fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance as determined by the Airport Director or failure to provide the AUTHORITY, upon request, with adequate assurances of future performance are all causes allowing the AUTHORITY to terminate this Contract for cause. Upon cancellation for cause, the AUTHORITY will not be liable to the Engineer for any amount, and the Engineer will be liable to the AUTHORITY for all damages sustained by the default which caused the cancellation.

If the Engineer is in violation of any Federal, State, County law, regulation or ordinance, the AUTHORITY may terminate this Contract immediately after giving notice to the Engineer.

If the AUTHORITY cancels this Contract or any part of the Contract services, the AUTHORITY will notify the Engineer in writing, and upon receiving notice, the Engineer must discontinue advancing the work and proceed to close all operations.

Upon cancellation, the Engineer must deliver to the AUTHORITY all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by then AUTHORITY. Use of incomplete data will be the AUTHORITY's sole responsibility.

The Engineer must appraise the work it has completed and submit its appraisal to the AUTHORITY for evaluation.

If the Engineer fails to fulfill in a timely and proper manner its obligations, or if the Engineer violates any of the terms of this Contract, the AUTHORITY may

withhold any payments to the Engineer for the purpose of setoff until the exact amount of damages due the AUTHORITY from the Engineer is determined by a court of competent jurisdiction.

If the AUTHORITY improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section 3.3.

3.4 Audit

The AUTHORITY may audit all of the Engineer's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

The Engineer's records (hard copy, as well as computer readable data), and any other supporting evidence necessary to substantiate any claims related to this Contract must be open to inspection and subject to audit and reproduction by the AUTHORITY's authorized representative as necessary to permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Engineer or any of his payees. The AUTHORITY's authorized representative must be afforded access, at reasonable times and places, to all of the Engineer's records and personnel throughout the term of this Contract and for a period of three (3) years after the final payment.

The Engineer must require all Subcontractors and material suppliers (payees) to comply with the provisions of this section by insertion of these requirements in a written Contract between the Engineer and payee. These requirements will apply to all Subcontractors.

If an audit discloses overcharges by the Engineer to the AUTHORITY in excess of 1% of the total Contract billings, the actual cost of the AUTHORITY's audit must be reimbursed to the AUTHORITY by the Engineer. Any adjustments and payments made as a result of the audit or inspection of the Engineer's invoices and records will be made within a period of time not to exceed 90 days from presentation of the AUTHORITY's findings to the Engineer.

This audit provision includes the right to inspect personnel records as required by Section 3.22.

3.5 Ownership of Project Documents

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media. prepared in the performance of this Contract will remain the property of the AUTHORITY and must be delivered to the Airport Director before final payment is made to the Engineer.

When the work detail covers only the preparation of preliminary reports or plans, there will be no limitations upon the AUTHORITY concerning use of the plans or ideas in the reports or plans for the preparation of final construction plans. The AUTHORITY will release the Engineer from any liability for the preparation of final construction plans by others.

3.6 Completeness and Accuracy

The Engineer will be responsible for the completeness and accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared by the Engineer and will correct, at its expense, all errors or omissions which may be disclosed. The cost to correct those errors will be chargeable to the Engineer. Additional construction added to the project will not be the responsibility of the Engineer unless the need for additional construction was created by any error, omission, or negligent act of the Engineer. The AUTHORITY's acceptance of the Engineer's work will not relieve the Engineer of any of its responsibilities.

3.7 Attorney's Fees

Should either party bring any action for relief, declaratory or otherwise, arising out of this Contract, the prevailing party shall be entitled to an award of reasonable attorneys' fees, reasonable costs and expenses as determined by the court. All these fees, costs, and expenses will be considered to have accrued on the commencement of the action.

3.8 Successors and Assigns

This Contract shall be binding upon the Engineer, its successors and assigns, including any individual, or other entity with or into which the Engineer may merge, consolidate, or be liquidated, or any individual or other entity to which the Engineer may sell or assign its assets.

3.9 Assignment

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Airport Director.

3.10 Subcontractors

The Engineer may engage Subcontractors as required for the timely completion of this Contract. If the Engineer subcontracts any of the work required by the Contract, the Engineer remains solely responsible for fulfillment of all the terms of this Contract.

The Engineer will pay its Subcontractors within seven (7) calendar days of receipt of each progress payment from the AUTHORITY. The Engineer will pay for the amount of the Work performed by each Subcontractor as accepted and approved by the AUTHORITY with each progress payment. In addition, any reduction of retention, if any, by the AUTHORITY will result in a corresponding reduction to Subcontractors who have performed satisfactory work.

The Engineer will pay Subcontractors the reduced retention within fourteen (14) calendar days of the payment of the reduction of the retention to the Engineer. No Contract between the Engineer and its Subcontractors may materially alter the rights of any Subcontractor to receive prompt payment and retention reduction as provided in this Contract.

If the Engineer fails to make payments in accordance with these provisions, the AUTHORITY may take any of one or more of the following actions:

- A. To hold the Engineer in default under this Contract;
- B. Withhold future payments including retention until proper payment has been made to Subcontractors in accordance with these provisions;
- C. Reject all future Offers to perform work for the AUTHORITY from the Engineer for a period not to exceed 1 year from the completion date of this project; or
- D. Terminate this Contract.

3.11 Alterations or Additions to Scope of Services

The total Scope of the Engineering Services to be performed is stated in this Contract and any exhibits thereto. Any services requested outside the Scope of Work are additional services. The Engineer will not perform these additional services without a written Change Order approved by the AUTHORITY. If the

Engineer performs additional services without a written Change Order, the Engineer will not receive any additional compensation.

3.12 Modifications

Any amendment or modification of the terms of this Contract must be in writing and will be effective only after approval of all parties to this Contract.

3.13 Conflict of Interest

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, AUTHORITY will have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of any fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

The AUTHORITY may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the AUTHORITY is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation will be effective when written notice from the AUTHORITY is received by all other parties to the Contract unless the notice specifies a later time.

The Engineer will fully reveal in writing any financial or compensatory agreement which it has with a prospective bidder before the AUTHORITY's publication of documents for bidding.

3.14 Force Majeure

Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts will include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

3.15 Taxes

The fee listed in this Contract includes all taxes applicable to the services authorized. The AUTHORITY will have no obligation to pay additional amounts for taxes of any type.

3.16 Advertising

No advertising or publicity concerning the AUTHORITY using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Airport Director of the Yuma International Airport and Rolle Airfield Airport.

3.17 Counterparts

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart will possess the full force and effect of the original.

3.18 Entire Agreement

This Contract contains the entire understanding of the parties and no representations or agreements, oral or written, made before its execution will vary or modify the terms of this Contract.

3.19 Arizona Law

This Contract must be governed and interpreted according to the laws of the State of Arizona.

3.20 Equal Employment Opportunity

During the performance of this Contract, the Engineer will follow the Federal government's guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

3.21 Compliance with Federal and State Laws

The Engineer accepts the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. In addition, the Engineer accepts the applicability to it of A.R.S. §34-301 and 34-302. The Engineer shall include the terms of this provision in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.

Under the provisions of A.R.S. §41-4401, the Engineer warrants to the AUTHORITY that the Engineer and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Engineer and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Engineer or any of its subcontractors will be considered a material breach of this Contract and may subject the Engineer or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The AUTHORITY retains the legal right to inspect the papers of any employee of the Engineer or any subcontractor who works on this Contract to ensure that the Engineer or any subcontractor is complying with the warranty given above.

The AUTHORITY may conduct random verification of the employment records of the Engineer and any of its subcontractors to ensure compliance with this warranty. The Engineer agrees to indemnify, defend and hold the AUTHORITY harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The AUTHORITY will not consider the Engineer or any of its subcontractors in material breach of this Contract if the Engineer and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Engineer enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Engineer will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program.

The Engineer's failure to assure compliance by all its' subcontractors with the E- Verify Program may be considered a material breach of this Contract by the AUTHORITY.

The Engineer further agrees that services provided under this Agreement may be subject to compliance with the Required Federal Contract Provisions for FAA Airport Improvement Program Projects a copy of which is attached hereto as Exhibit E.

3.22 Compliance with Americans with Disabilities Act

Engineer acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Engineer will provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Engineer agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Engineer, its employees, agents or assigns will constitute a material breach of this Contract.

3.23 Evaluation of Engineer's Performance

The Engineer will be evaluated regarding its performance of this Contract. This evaluation may include, but not be limited to, the following consideration for:

- Completeness
- Accuracy
- Utility Coordination
- Technical Expertise
- Organization
- Appearance of Plans (line work, lettering, etc.)
- Working Relationship with AUTHORITY Staff and others
- Availability
- Communication Skills (meetings, correspondence, etc.)

This evaluation will be considered by the Airport Director and used to evaluate the desirability to proceed with negotiations for additional services.

3.24 Notices

All notices or demands required by this Contract must be given to the other party in writing, delivered by hand or by registered or certified mail at the addresses stated below, or to any other address the parties may substitute by giving written notice as required by this section.

On behalf of the Engineer:

NAME & CONTACT

INFORMATION

On behalf of the AUTHORITY:

Gladys D. Brown, CM, CAE
Airport Director
2191 E. 32nd Street, STE 218
Yuma, AZ 85365
928-726-5882

If hand delivered, Notices are deemed received on the date delivered. If delivered by certified or registered mail, Notices are deemed received on the date indicated on the receipt. Notice by facsimile or electronic mail is not adequate notice.

3.25 Independent Contractor

The services the Engineer provides to the AUTHORITY are that of an Independent Contractor, not an employee, or agent of the AUTHORITY. The AUTHORITY may report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

AUTHORITY will not withhold income tax as a deduction from contractual payments unless required under federal or state law. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.26 Ineligible Bidder

The preparer of bid specifications is not eligible to submit a bid or proposal on the solicitation for which it prepared the specification, nor is the preparer

eligible to supply any product to a bidder or offeror on the solicitation for which it prepared the specification.

3.27 Indemnification

To the fullest extent permitted by law, Engineer, its successors, assigns and guarantors, must defend, indemnify and hold harmless AUTHORITY, the County of Yuma, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any act or omission, negligence, recklessness, or intentional wrongful conduct by Engineer in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Engineer's and Subcontractor's employees.

4.0 INSURANCE

Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate and delay in Contract execution.

4.1.1 Insurance Representations and Requirements

- A. General: The Engineer agrees to comply with all applicable state and federal laws and regulations. Without limiting any obligations or liabilities of the Engineer, the Engineer must purchase and maintain, at its own expense, the required minimum insurance with insurance companies duly licensed or approved to conduct business in the State of Arizona and with an A.M. Best's rating of 8++6 or above with policies and forms satisfactory to AUTHORITY. Failure to maintain insurance as required may result in cancellation of this Contract at the AUTHORITY's option.
- B. No Representation of Coverage Adequacy: By requiring insurance, AUTHORITY does not represent that coverage and limits will be adequate to protect the Engineer.

The AUTHORITY reserves the right to review any and all of the insurance policies and endorsements cited in this Contract but has

no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the Engineer from, nor may it be considered a waiver of Contractor's obligation to maintain the required insurance at all times during the performance of this Contract.

- C. Coverage Term: The Engineer must maintain all required insurance in full force and effect until all work or services are satisfactorily performed and accepted by The AUTHORITY unless specified otherwise in this Contract.
- D. Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.
- E. Policy Deductibles and or Self-Insured Retentions: The required policies may provide coverage which contain deductibles or self-insured retention amounts. The Engineer is solely responsible for any deductible or self-insured retention amount and the AUTHORITY, at its option, may require the Engineer to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Engineer must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the AUTHORITY requires of the Engineer in this Contract. The Engineer is responsible for executing the Contract

with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

- G. Evidence of Insurance and Required Endorsements: Before commencing any work or services under this Contract, the Engineer must furnish the Airport Director with Certificate(s) of Insurance, or formal endorsements issued by the Engineer's insurer(s) as evidence that policies are placed with acceptable insurers and provide the required coverages, conditions, and limits of coverage and that the coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the AUTHORITY will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract.

If any of the required policies expire during the life of this Contract, the Engineer's must forward renewal Certificates to the AUTHORITY within 10 days after the renewal date containing all the necessary insurance provisions.

Certificates shall specifically cite the following provisions endorsed to the Engineer's policy:

1. The AUTHORITY of Scottsdale, its agents, representatives, officers, directors, officials and employees are named as an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. The Engineer's insurance must be primary insurance for all performance of work under this Contract.
3. All policies, except Professional Liability insurance if applicable, waive rights of recovery (subrogation) against the AUTHORITY, its agents, representatives, officers, directors, officials, and employees for any claims arising out of work or services performed by the Engineer under this Contract.
4. If the Engineer receives notice that any of the required policies of insurance are materially reduced. or cancelled., it will be Engineer's

responsibility to provide prompt notice of same to the AUTHORITY, unless such coverage is immediately replaced with similar policies.

4.2 Required Coverage

- A. Commercial General Liability: The Engineer must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, and personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.
- B. Professional Liability: The Engineer must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Engineer, or anyone employed by the Engineer, or anyone for whose acts, mistakes, errors and omissions the Engineer is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. If the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, the Engineer must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3-year period.
- C. Vehicle Liability: If any vehicle is used in the performance of the Scope of Work that is the subject of this contract, the Engineer must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on the Engineer's owned, hired, and non-owned vehicles assigned to or used in the performance of the Engineer's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.
- D. Compensation Insurance: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes applicable to Contractor's employees engaged in the performance of work or services under this Contract and must also

maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit. If the Contractor is a sole proprietor or a single member limited liability company with no employees and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.

5.0 SEVERABILITY AND AUTHORITY

5.1 Severability

If any term or provision of this Contract is found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract will remain in full force and effect and the term or provision will be considered to be deleted.

5.2 Authority

Each party warrants that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

CONTRACT SIGNATURE PAGE

ENGINEER NAME HERE

Signature

Print Name

Title

Date

YUMA COUNTY AIRPORT AUTHORITY, INC

Gladys D. Brown, CM, CAE
Airport Director

Date

EXHIBIT A

Request for Qualifications

SAMPLE

EXHIBIT B

Response to Request for Qualifications

SAMPLE

EXHIBIT C

Airport Capital Improvement Plan Future Potential Projects (Not in any Specific Order)

1. NYL Commercial Air Service Terminal Apron (43,267 SY /58 PCI)
2. NYL Terminal Curb (Landside) Pavement Rehabilitation (18,900 SY /61 PCI)
3. NYL Commercial Air Service Terminal Apron Rehabilitation (43,267 SY / 57 PCI)
4. NYL DCC Apron South Ramp Expansion by 47,000 SY in PCCP to support ADG V1 users
5. NYL Pappy Boyington Apron Rehabilitation (13,532 SY/61 PCI)
6. NYL Emergency Access Road Rehabilitation (16,000 SY /58 PCI)
7. NYL General Aviation Rehabilitation to include the NW Hangars, Self Service Ramp, South Ramp, and West of Taxiway Z2 and Z3 utilized by General Aviation. (148,932 SY / PCI vary between 65-82)
8. NYL Taxiway Z1, Z2 and Z3 Rehabilitation (45,102 SY /59 PCI)
9. NYL Rental Car Overflow Lot
10. NYL Airfield Perimeter Road for Emergency, Operations and Maintenance Vehicles (Reconstruct)
11. 44A Runway 17/35 Rehabilitation (18,667 SY /65 PCI)
12. 44A Reconstruction of Apron Holding Areas (2,519 SY /7 PCI)
13. 44A GA Apron Rehabilitation (3,500 SY /57 PCI)
14. 44A GA Apron Expansion (3,500 SY)

EXHIBIT D

Engineer Fee Schedule

SAMPLE

EXHIBIT E

Federal Provisions

SAMPLE

Federal Contract Provisions for Consulting Contracts

(Current on October 27, 2025)

ACCESS TO RECORDS AND REPORTS

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

BREACH OF CONTRACT TERMS

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

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

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

GENERAL CIVIL RIGHTS PROVISIONS

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. This

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

CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The Yuma County Airport Authority, Inc., in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

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

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

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

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

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);

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;

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

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

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

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).

Compliance with Nondiscrimination Requirements:

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

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.

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.

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.

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.

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.

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.

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

DEBARMENT AND SUSPENSION

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must 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 bidder will accomplish this by:

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

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

DISADVANTAGED BUSINESS ENTERPRISE

Bid Information Submitted as a matter of responsiveness:

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

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

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of responsibility:

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

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

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

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.

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 [specify number of days, not to exceed 30] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each

subcontractor within [specify number of days, not to exceed 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 [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided)

The prime contractor must not terminate a DBE subcontractor listed in response to [include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears] (or an approved substitute DBE firm) without prior written consent of [Name of Recipient]. 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.

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 [Name of Recipient]. Unless [Name of Recipient] 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.

[Name of Recipient] may provide such written consent only if [Name of Recipient] 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.

Before transmitting to [Name of Recipient] 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 [Name of Recipient], of its intent to request to terminate and/or substitute, and the reason for the request.

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

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

DISTRACTED DRIVING

TEXTING WHEN DRIVING

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor 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)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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.

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

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

CERTIFICATION REGARDING LOBBYING

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

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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.

TAX DELINQUENCY AND FELONY CONVICTIONS

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that

specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

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

TERMINATION OF CONTRACT

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

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

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

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

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

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

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

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

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

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

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

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

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

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

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

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

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination

settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

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

VETERAN'S PREFERENCE

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

DOMESTIC PREFERENCES FOR PROCUREMENTS

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or 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.