



REQUEST FOR QUALIFICATIONS

FOR

AIRPORT ARCHITECTURAL SERVICES

FOR

ROA TERMINAL IMPROVEMENTS PROJECT

RFQ No. 25-014

June 30, 2025

AIP NO. - PENDING

REQUEST FOR QUALIFICATIONS
FOR AIRPORT ARCHITECTURAL SERVICES
FOR THE ROA TERMINAL IMPROVEMENTS PROJECT
RFQ No. 25-014

The Roanoke Regional Airport Commission hereby requests Proposals from architectural firms for design, bid, construction administration, inspection, testing and related professional services necessary for certain terminal improvements at Roanoke-Blacksburg Regional Airport utilizing the Construction Manager at Risk (CMAR) delivery method.

The Project is anticipated to include, but not be limited to, relocation of the terminal security screening checkpoint and associated airport commission administration office relocations, relocation of explosive detection system machines and associated outbound baggage system reconfiguration, relocation and expansion of airline ticket counters and associated airline ticket offices.

Interested firms should contact the Roanoke Regional Airport Commission, 5200 Aviation Drive, Roanoke, VA 24012, telephone (540) 362-1999, attention Troy Philpott, to obtain a copy of the Request for Qualifications (RFQ No. 25-014). Proposals must be prepared and submitted in accordance with the guidelines contained in the Request, until **3:00 P.M.** local time prevailing on **July 31, 2025**.

A **NON-MANDATORY** pre-proposal meeting and project site tour will be held at 10:00 a.m. on July 9, 2025 in the Commission's Conference Room A, located on the second floor of the terminal building. No additional site tours will be offered.

All Proposers shall endeavor to afford Disadvantaged Business Enterprises (DBE's) a reasonable opportunity to participate in this project. The Commission's overall goal for DBE participation is 4.6%. In addition, minority business enterprises will be afforded full opportunity to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

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

ROANOKE REGIONAL AIRPORT COMMISSION

REQUEST FOR QUALIFICATIONS FOR AIRPORT ARCHITECTURAL SERVICES FOR ROA TERMINAL IMPROVEMENTS PROJECT RFQ No. 25-014

The Roanoke Regional Airport Commission ("Commission") invites architectural firms (the "Respondent") to submit qualifications to perform professional design and construction administration for the ROA Terminal Improvements Project. The Commission desires that the construction project will be on or about the third quarter of calendar year 2026.

The Project will include relocation of the terminal security screening checkpoint and associated airport commission administration office relocations, relocation of explosive detection system machines and associated outbound baggage system reconfiguration, relocation and expansion of airline ticket counters and associated airline ticket offices.

The estimated construction cost for the Project is approximately \$55 million.

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

SECTION A. INSTRUCTIONS FOR PROPOSALS

1. Commission Contact:

The Commission's Procurement and Contracts Manager, Troy Philpott is the primary contact for this Request for Qualifications ("RFQ"), and will provide written information and answers to questions concerning the content of this RFQ in response to written inquiries received no later than the close of business on July 18, 2025. Copies of all written responses by Commission will be provided to all firms of record who have requested an RFQ package.

2. Pre-Proposal Meeting and Tour

A pre-proposal meeting, followed by a project site tour, will be held at 10:00 a.m. on July 9, 2025 in the Commission's Conference Room A, located on the second floor of the terminal building (5202 Aviation Drive, Roanoke, VA 24012).

Attendance by potential Respondents is not mandatory but highly encouraged; no additional site tours will be offered.

3. Proposal Format:

- a) The Proposal will be limited to a maximum of 35 written pages, plus the completed compliance form included herein as Attachment A.
- b) One (1) hard copy and one (1) electronic version of the Proposal must be submitted if in person. If submitted electronically, one (1) electronic version must be submitted.
- c) The Proposal shall consist of a clear, concise and relevant presentation of requested information, which shall easily demonstrate the Respondent's compliance with this RFQ.
- d) The Respondent's Proposal will be attached to and made a part of the written contract (see Attachment C), except to the extent the Proposal is modified by the written agreement of the parties or is inconsistent with the contract.

4. Proposal Content:

The Respondent's Proposal must include information concerning the following:

Definitions

Team= Respondent and subconsultants

Key personnel = Project Director, Project Manager, Project Architect, Lead Designer, proposed Resident Project Representative (RPR)

General information

- a) Provide a general description of the Respondent and team that is proposing to provide services for the project.
- b) Provide the following information:
 - i. List the professional licenses held by the team and the key personnel who will be assigned to this project.
 - ii. Current workload of the team and key personnel
 - iii. Identify the location of the Respondent's principal office for the project and the home office location of key personnel on this project.
 - iv. Provide an organization chart showing Respondent, subconsultants and key personnel.

- c) Identify any contract or subcontract held by the Respondent or officers of the firm, which has been terminated within the last five years. Identify any claims arising from a contract which resulted in litigation or arbitration within the last three years. Briefly describe the circumstances and the outcomes.
- d) Identification of exceptions to the proposed contract, including specific language proposed for any modifications to the contract terms.
- e) Respondent is authorized to do business in Virginia as evidenced by a satisfactorily completed Compliance Form (see Attachment "A" of this RFQ)

Experience of the Respondent

Discuss the experience and qualifications of the Respondent in providing design and construction administration services for similar aviation projects with TSA security checkpoint, airline ticketing and outbound baggage components. Additionally, list at least three comparable projects in which the firm has completed in the last five years. For each project listed, please provide:

- a) Description of the project
- b) Project delivery method
- c) Project's original contracted construction cost and final construction cost
- d) Construction dates
- e) Project owner
- f) Reference information (two current names with telephone numbers per project)

Experience of Key Personnel and Subconsultants

Discuss the experience and qualifications of the key personnel expected to be assigned to this project. Include experience of key personnel from sub-consultant team members as well. For each key person identified, list their length of time with the firm and at least two (2) comparable projects

in which they have played a primary role. Identify each team member's role in the projects. If a project selected for a key person is the same as one selected for the firm, provide just the project name and the role of the key person. For other projects provide the following:

- a) Description of project
- b) Project delivery method
- c) Role of the person
- d) Project's construction cost
- e) Construction dates
- f) Project Owner
- g) Reference information (two current names with telephone numbers per project)

Project Understanding and Approach

Discuss your team's understanding and approach to the project, including a discussion of the important considerations of the project and the team's approach to the project issues. In your understanding and approach please address the following:

- a) Major issues your team has identified for this project based on the preliminary concept design (Exhibit 3) and how you intend to address those issues.
- b) Your approach to maintaining the project budget and design schedule.
- c) Your role and process to facilitate the making of timely important design decisions by the Commission.
- d) Your design quality control process to minimize construction impacts due to unforeseen conditions and design errors and omissions.
- e) The design communication methods to be used during the design process.

Experience of Respondent in CMAR Projects

Discuss the experience of the Respondent in providing design and construction administration services for projects utilizing the CMAR delivery method. Please address the following in your response:

- a) Please outline the benefits and any concerns to the project utilizing the CMAR method and how your firm will ensure the Commission will get the most out of the delivery method.
- b) Describe your team's process for evaluating and responding to the CMAR's recommendations during design.

Experience of Respondent in Federally/State Funded Projects

Discuss the experience of the Respondent in providing design and construction administration services for projects using federal and state funding grants. Please address the following in your response:

- a) Familiarity with FAA and State of Virginia entitlement project component eligibility.
- b) Familiarity with PFC eligibility of non-hub terminal projects.
- c) Familiarity with the FAA AIP and BIL grant program and requirements.
- d) Experience developing and submitting documentation for federal and state grants.

5. Submission and Opening of Proposals:

There are two options for submitting a proposal for RFQ No. 25-014 Architectural Services for Terminal Improvements.

a) Electronic Submission:

Each Respondent shall submit its Proposal via email to procurement@flyroa.com with the subject line clearly stating:

Proposal For: Architectural Services for Terminal
Improvements No. 25-014

Roanoke Blacksburg Regional Airport

Roanoke, Virginia

Class "A" Virginia Contractor No. _____

The email must include the Respondent's name and address in the body of the email. The Owner shall not be responsible for proposals that are improperly submitted, misidentified, or not received due to email transmission errors.

b) Physical Submission:

Each Respondent shall present its Proposal in a sealed, opaque 9 x 12-inch envelope. The outside of the envelope shall be plainly marked on the bottom left hand corner with:

Proposal For: Architectural Services for Terminal
Improvements No. 25-014

Roanoke Blacksburg Regional Airport

Roanoke, Virginia

Class "A" Virginia Contractor No. _____

with the name and address of the Respondent in the upper left-hand corner. The Owner shall not be responsible for premature opening of bids not properly addressed and identified, as required herein.

All proposals shall be delivered no later than 3:00 P.M. local time, on July 31, 2025.

When sent by mail, no bid will be considered unless received by the Commission on or before the time and at the place designated in the Invitation to Bid. The Commission will in no way be responsible for delays caused by the U. S. Postal Service or any other deliverer of the bid, or for delay caused by any other occurrence. Any bid received after the time specified in the Invitation to Bid for receipt of bids, shall be returned to the Bidder unopened.

All proposals submitted pursuant to this RFQ will become the property of the Commission and will not be returned. Trade secrets or proprietary information submitted by a Respondent may not be subject to the Virginia Freedom of

Information Act (Section 2.2-3700 et seq.), provided that the Proposer: (i) properly invokes the protections of Virginia Public Procurement Code Section 2.2-4342 for trade secrets or proprietary information prior to or upon submission of the data or other materials to be protected; (ii) clearly identifies the data or other materials in the proposal to be protected; and, (iii) states in writing the reasons why protection is necessary.

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

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment.

SECTION B. ADDITIONAL INFORMATION TO ASSIST RESPONDENTS

1. Tentative Schedule for Proposal Process:

- | | | |
|----|---|--------------------|
| a) | Advertise for Proposals: | June 30, 2025 |
| b) | Pre-Proposal Meeting and
Project Site tour offered | July 9, 2025 |
| c) | Deadline for written questions submittal: | July 18, 2025 |
| d) | Proposals are due: | July 31, 2025 |
| e) | Review by Commission is completed and
short list of Respondents selected for
interview: | August 15, 2025 |
| f) | Notify selected Respondents,
schedule interviews: | August 18, 2025 |
| g) | Interviews to be conducted with
selected Respondents: | August 25-29, 2025 |
| h) | Notify Respondents of outcome: | September 8, 2025 |
| i) | Define detailed scope of
services with Respondent ranked #1; | September 15, 2025 |

negotiate fee with Respondent ranked #1;
and complete negotiations:

2. Background:

The ROA Terminal Improvements project is a phased project to improve passenger service, increase efficiency, and allow for airport growth by relocating the current TSA security screening checkpoint (SSCP) to a new, more suitable location, and relocating the current baggage explosion detection system (EDS) machines from the terminal lobby to a more efficient and controlled back-of-house location to allow expansion of the ticket counters. The project will be designed as one project but will be funded and constructed in multiple phases.

Enabling Project(s)

The project must require relocation of the current Roanoke-Blacksburg Regional Airport Commission (RRAC) administrative offices and a retail concession space, to enable the relocation of the SSCP. As part of the enabling works, the existing Airport RRAC administrative offices will be relocated, either within the terminal or to an alternate location. Enabling projects are subject to change through amendments to the Respondent's contract.

Checkpoint Relocation

Relocation of the existing SSCP from the bridge between the main terminal and the concourse to the second level east wing of the main terminal (see Exhibit 3). Additional scope includes a new elevator adjacent to the new checkpoint to meet ADA requirements, as well as a secured unmanned glass exit enclosures with two exit breach control lanes at the existing escalators.

EDS Relocation, Ticket Counter Expansion & Baggage System Reconfiguration

The existing EDS machines will be relocated to a back of house location to facilitate the expansion of the airline ticketing and queuing areas. This will require the design of a new enclosed, climate-controlled baggage makeup area at ground level between the terminal processor and the concourse. The placement of the new makeup area requires expansion of the bridge floor plate between the terminal processor and the concourse to accommodate the BHS equipment, its operations, and tug traffic.

The Commission desires to award a contract to the successful Respondent for design, bid, construction administration, inspection, testing and related professional services phases. However, at this time, the Commission staff will recommend actual funding authorization for only the design phase(s) of the project, and may seek authorization for funding of future phases of the

consulting services at a later date depending upon the amount and timing of funding for the individual project elements. The Commission specifically retains the right to cancel all or part of the project and/or any phase of the successful proposer's contract with or without cause, paying the successful proposer for all work satisfactorily performed up to the date of cancellation.

This project will be funded by a combination of FAA AIP and BIL grants as well as state and local airport funding sources.

3. Reservation of Right:

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

4. Terms and Conditions of the Contract

A general description of the scope of work for the Project is listed in Section B.5 below. In addition to the description below for the specific project, the general requirements and contractual terms and conditions to govern the successful Respondent(s) and the Commission, are included in the Attachment C - "The Proposed Contract."

5. Description of Services:

Phase I – Design:

Based on the concept developed by the Commission and working with the CMAR, develop the final design through a series of design milestones (Schematic 30%, Design Development 60%, Construction Documents 100%) for review and approval by Commission.

Phase II – Guaranteed Maximum Price (GMP) Development and Negotiations:

Provide GMP services, including completion, printing, and issuance of GMP(s) bid documents and packages; coordinate with CMAR during GMP(s) development, participate in subcontractor pre-bid meeting(s); providing answers to CMAR and subcontractor bid questions, requests for substitution and support the commission in GMP(s) analysis and negotiations;

Phase III – Construction Administration and Resident Inspection Services:

The successful Respondent will provide professional construction administration, full or part-time resident inspection if requested, and, if required, testing services after award of the construction contract GMP(s). Such services shall include, but not be limited to, responding to Requests for Information (RFI), submittal review, construction observation, inspection, monitoring, preparation and distribution of weekly construction observations, review and certification of contractor's invoices, change order review, review of contractor's payroll records to ensure compliance with federal law, requesting/providing information related to the CMAR's proposed and actual use of subcontractors and DBE's, and testing as required to ensure that the Commission receives a satisfactory product. Respondent will hold regular construction progress meetings with Commission, CMAR and any affected tenants/stakeholders during the term of the construction contract. Respondent will provide coordination with affected tenants to minimize disruption to airline operations, as well as ensuring that the impact to the traveling public and other airport businesses is minimized. Respondent will provide electronic record drawings and a final report satisfactory to the Commission and the FAA.

6. Schedule of Services:

It is anticipated that the Commission will issue a notice to proceed for design architectural/engineering services necessary for Phase 1 Design for the Project approximately fourth quarter of calendar year 2025, and that work on the project will begin immediately. The timing of future phases of the Project will be dependant upon the successful Respondent's design and project GMP packaging recommendations, and availability of Commission funds.

8. Other Projects:

The Commission anticipates that work on other projects will be undertaken during the time the project is being designed and/or constructed. The successful Respondent shall be required to cooperate with and provide whatever relevant information may be required, if any, by other consultants and contractors working for the Commission.

9. DBE Participation:

On federally funded projects and on those that are expected to be reimbursed with Passenger Facility Charges (PFC), the Roanoke Regional Airport Commission generally establishes a DBE goal for both the professional services and the construction contract for each project. The overall DBE goal for the professional services requested in this project is 4.6%. Respondent may propose and specify one percentage for the

preliminary/environmental/design/bid portion of the contract and a different percentage for the construction administration and inspection services portion of the contract.

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

Roanoke Regional Airport Commission's DBE liaison officer is David Jeavons, who is available at (540) 362-1999. Its DBE Program and Plan will be made available for review to any Respondent upon request.

All parties hereto acknowledge that DBE policy is determined and administered by the Federal Government, specifically the United States Congress and Executive Branch agencies such as the United States Department of Transportation and the Federal Aviation Administration. The parties acknowledge that Federal DBE policy may change during the life of this contract, and that the parties shall abide by any such change in policy, as duly enacted or mandated, and shall execute any contractual amendments necessary to place this acknowledgement into effect.

SECTION C. EVALUATION AND SELECTION PROCESS

1. Initial Evaluation of Proposal:

Based on the written Proposals received and the applicable evaluation criteria specified below, two or more Respondents deemed fully qualified,

responsible and suitable to provide the requested services will be selected for discussions in a panel interview format. Individual interviews will then be scheduled with the selected Respondents.

All other Respondents shall be notified that they were unsuccessful.

2. Interview Process:

Interviews will be conducted at the offices of the Commission and will be no longer than one and one-half hour in length, with a minimum of thirty minutes being reserved for questions by the Evaluation Panel. The Commission, in its sole discretion, may choose to conduct interviews for more than one project at a time. In such case, it will advise the interviewee(s) of the modified time allowances.

The executive/partner/principal of Respondent assigned to the projects, as well as the proposed key personnel, shall be required to attend the interview. No sales or marketing personnel shall be present.

Proposed significant subconsultants may be asked or permitted to attend the interview.

Based upon the written Proposals, interview and the applicable evaluation criteria specified below, the panel shall rank those firms which have been interviewed.

3. Initial Evaluation Criteria:

Respondents and their Qualification Proposals will be evaluated based on the following criteria:

General information (5 points)

Experience of the Respondent (20 points)

Experience of Key Personnel and Subconsultants (20 points)

Project Understanding and Approach (35 points)

Experience of Respondent in CMAR projects (10 points)

Experience of Respondent in Federally/State Funded Projects (10 points)

D. CONTRACT AWARD

1. General:

The Commission specifically reserves the right to enter into a contract or contracts for each Project or Project element with one or more Respondents, to reject all proposals for this specific Project, and/or to issue a new Request for Proposals at any time for the Projects identified herein.

2. Negotiations:

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

Based on the scope of services developed by the first ranked Respondent, and negotiated and agreed upon by both parties, the first ranked Respondent shall submit a proposed fee and supporting cost breakdown. This submission shall also contain a detailed estimate of the hours and cost required for each of the major tasks; a detailed explanation of the process for providing services, by personnel level or type, e.g. principal, project manager, engineer, etc.; and a listing of proposed subcontractors, including the work they will be performing, their fee and with specific identification of DBEs. In addition to charges for labor, the successful Respondent should indicate the costs for subconsultants, travel, living expenses, printing, and other out-of-pocket expenses expected to be incurred. Said submittal shall be evaluated in comparison to an independent cost estimate separately prepared for the Commission.

Pursuant to FAA requirements, an independent cost estimate will be obtained by the Commission based on the scope of services that have been negotiated. Further fee negotiations may occur as a result of the independent cost estimate.

Respondent shall also finalize a schedule for the project and the project team, which shall be negotiated, agreed to and become a binding part of the contract.

If a contract that is satisfactory and advantageous to the Commission can be negotiated at a price considered fair and reasonable, authorization to award to that Respondent shall be recommended for formal approval and

award by the Commission, subject to FAA concurrence and issuance of an AIP grant for the project. Otherwise, negotiations with the Respondent ranked first shall be formally terminated and negotiations conducted with the Respondent ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price.

3. Contract Award:

The Executive Director is expected to make a recommendation of contract award to the Roanoke Regional Airport Commission for its consideration and approval, which shall not be effective until the FAA has approved the award. Formal award of the contract is expected to be made by the Commission after considering the recommendation of the Executive Director.

4. Rejection of Proposals:

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

5. Execution of Contract:

The successful Respondent shall be required, within thirty (30) consecutive calendar days after the receipt of a notice of contract award and the proposed contract, to execute and return the Contract in substantially the form contained herein, as well as any required insurance documentation and the Certification of Engineer (see Attachment "B"). Should the successful Respondent fail to execute and return the Contract, insurance, and Certification within the time allowed, the Executive Director may proceed to negotiate with the next highest ranked Respondent and the Commission will rescind the earlier award and re-award the Contract at a later meeting.

6. Final Award:

The award shall not be final and effective, nor shall the Commission be legally bound, until the Commission has approved the award, the FAA has approved the award, the AIP grant has been executed, the contract has been the fully executed and returned to the successful Respondent.

All remaining Respondents will be informed of the final award.

ATTACHMENT A

COMPLIANCE FORM

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

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

Please complete the following:

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

_____.

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

NAME OF BIDDER _____

ADDRESS _____

SIGNATURE _____

NAME (TYPE OR PRINT) _____

OFFICIAL TITLE _____

DATE _____

TELEPHONE NO. (_____) _____

EMAIL: _____

"REGISTERED VIRGINIA CONTRACTOR" NO. _____

ATTACHMENT B

CERTIFICATION OF ENGINEER

AIRPORT IMPROVEMENT PROJECT NO. - (Pending)

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

(a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid or agreed to pay any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract, except as here expressly stated (if any): none

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

BY: _____

Title: _____

Date: _____

ATTACHMENT C

PROPOSED CONTRACT FOR Architectural_ SERVICES

ROANOKE REGIONAL AIRPORT COMMISSION AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES

THIS AGREEMENT ("Contract"), made at Roanoke, Virginia, this ____ day of _____, in the year 2025, by and between the Roanoke Regional Airport Commission (the "Commission" or "Commission"), and _____ ("Consultant"), pursuant to Resolution No. _____, adopted by the Commission on _____, 2025.

WITNESSETH:

WHEREAS, the Commission desires to retain the Consultant to provide professional services necessary for the construction of certain improvements at the Roanoke-Blacksburg Regional Airport (the "Project"), which improvements shall include:

ROA Terminal Improvements Project

WHEREAS, the Consultant agrees to furnish some or all of the necessary professional services set forth herein for the Project, as requested. These services shall be divided into Three separate phases as follows:

Phase I	Design
Phase II	Guaranteed Maximum Price (GMP) Development and Negotiations
Phase III	Construction Administration

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

ARTICLE 1- GENERAL PROVISIONS

1.1 **General Conditions.** General Conditions applicable to this Contract, the Project and the actions of the parties hereto, are attached as **Exhibit "1"** and by this reference fully incorporated herein.

1.2 **Notice to Proceed.** The Consultant shall not proceed to furnish professional services on any Phase of the Project pursuant to this Contract until the Commission has given a Notice to Proceed in writing.

1.3 **Intentionally Left Blank**

1.4 **Effective Date.** This Contract shall not be effective until all of the following events have occurred: (1) the Commission has awarded the Contract to the Consultant; (2) the Contract has been duly executed by both parties; (4) the Executed Contract has been returned to Consultant; and (4) the Contract award, as well as the Contract itself, have been approved by the federal and/or state officials, if applicable.

1.5 **Standard of Care.** The Consultant shall perform the professional services appropriate and required under this Contract in a manner consistent with that degree of care and skill as is ordinarily exercised by members of Consultant's profession under similar circumstances. These services shall be performed as expeditiously as possible, consistent with such standards, and shall be performed in accordance with all applicable professional guidelines and codes. The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished pursuant to this Contract. The Consultant shall be liable to the Commission for damages caused by Consultant's failure to provide professional services to the degree required.

1.6 **Attendance at Conferences.** Consultant shall attend all necessary conferences and meetings with the Commission or its representatives during all phases of the services, and the Commission shall be notified in advance by Consultant if a conference is called by a party other than the Commission.

1.7 **Acceptance of Consultant's Design.** Acceptance and approval of drawings and specifications by any official, employee or agent of the Commission shall constitute only acknowledgment of review of said drawings and specifications by Commission shall not relieve or excuse the Consultant from responsibility for any errors, omissions or conflicts in drawings and specifications, and no fee or compensation will be paid to the Consultant for the cost of rectifying any work required on account of such errors or omissions.

1.8 **Commission to Provide.** The Commission shall make available to the Consultant all technical data that is in the Commission's possession and requested by Consultant, if any, including maps, surveys, property descriptions, borings, test results, condition reports, inspections, drawings, as-built drawings and other available information

requested by the Consultant and relating to its work. Commission does not certify to the accuracy of such documents and Consultant shall be solely responsible for any use or reliance by Consultant upon such information in performing its services hereunder.

1.9 **Commission to Pay or Acquire.** The Commission shall pay for publishing costs for advertisements of notices, public hearings, requests for bids, and other similar items; Commission shall pay for all permits and licenses that may be required by Local, State, or Federal authorities; and shall secure the necessary permits, easements, right-of-way required for the Project.

1.10 **Conformity with Applicable Laws and Regulations.** The Consultant, its officers, agents, employees and any other persons over whom the Consultant has control shall comply with all present and future laws, regulations, rules, ordinances, and codes of federal, state and other local governmental bodies, all Advisory Circulars issued by the FAA, and all directives of the Commission or Executive Director, applicable to the design and construction of the Project, or affecting directly or indirectly the Consultant's operation and activities on or in connection with the Airport. The Consultant shall defend and indemnify the Commission, its officials, Board members, officers and employees, and defend and pay all costs, expenses, claims, fines, penalties and damages, including attorney's fees, that may in any manner arise out of, or be imposed because of, the Consultant's failure to comply with this paragraph whether or not assessed by any governmental body against the Commission as either property Commission or as Airport operator. The Commission and Consultant each agree to attempt to give notice promptly to the other of any notice of violation received by either party.

1.11 **Compliance with Laws and Regulations Governing Hazardous Wastes.** While on Commission's property and in its performance of this Contract, the Consultant shall not transport, dispose of, or release any hazardous substance, material or waste, except as necessary in the performance of its Work under this Contract and the Consultant shall comply with all federal, state, and local laws, rules, codes, regulations and ordinances controlling air, water, noise, solid wastes and other pollution, and relating to the storage, transport, release, or disposal of hazardous materials, substances or waste.

1.12 **Notices.** All notices which may be proper or necessary to be served, and payments to be made, hereunder shall be sent by regular mail, postage prepaid, to the following addresses and to such other address as either party may hereafter designate for such purpose in writing.

To Commission:

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

To Consultant:

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- 1.13 **Compliance with Federal Employment-related Laws.** The Consultant agrees that it shall comply with federal laws and regulations applicable to projects receiving federal airport funds. In particular, Consultant understands and agrees to comply with the federal laws and requirements identified in **Exhibit 2** of this Contract.
- 1.14 **Cooperation with Other Consultants.** In the event Commission shall employ other architects, engineers or consultants, Consultant shall cooperate, coordinate with and assist such engineers, architects, or consultants in a manner that will best further serve and protect the Commission's interests.

ARTICLE 2- BASIC CONSULTANT SERVICES

The Consultant, under the general supervision of the Commission, shall prepare drawings, plans, specifications and cost estimates according to the direction and standards of the Commission as referenced and agreed upon in "Exhibit 7" which is attached herewith. To undertake the construction of the Project, the Commission plans to enter into a contract with a Construction Manager at Risk firm hereinafter referred to as the CMAR. The Consultant shall provide its services in conjunction with the services of the CMAR. It is understood that the consultant shall not be responsible for actions taken by the CMAR. It is understood and agreed that the Commission's authorized contracting officer shall be the Executive Director or his authorized representative, and that he shall be the sole contact for administering this Contract. The Consultant is not precluded from discussing the Project or its requirements with the department ultimately to use the facility, but all specific direction to or requests of the Architect must be authorized by the Executive Director or his authorized representative.

2.1 General Project Administration

- 2.1.1 The Consultant is responsible for the day to day management of the design of the project and to coordinate activities required to complete the project in a collaborative and integrated manner. The Consultant will coordinate during the design and construction with the Commission and CMAR utilizing collaborative technologies such as building information modeling (BIM) and digital collaboration tools.
- 2.1.2 The Consultant shall establish a regular design meeting schedule as necessary for the design of the Project and to maintain the Project budget and schedule. The Consultant to chair periodic regular meetings and any additional meetings as requested by the Commission; set agendas, prepare presentations and prepare and distribute meeting minutes. Meetings under basic services include but not limited to:

1. Meetings with Commission staff, management and board
2. Design Meetings
3. Stakeholder Meetings
4. FAA and DOAV Meetings
5. Meetings with regulatory authorities having jurisdiction and any oversight committees

- 2.1.3 The Consultant shall coordinate with private and public utilities regarding standard utility issues and incorporate pertinent information in the plans.
- 2.1.4 The Consultant shall be responsible for submission and retrieval of all required Contract documents to the various reviewing agencies required under this Contract.
- 2.1.5 The Consultant shall submit, for the CMAR's review and the Commission's approval, a schedule for the performance of the Consultant's services. The schedule shall include design milestone dates, as well as the anticipated dates for the start of construction and for Substantial Completion. The schedule shall include allowances for periods of time required for the Commission's review, for the CMAR's review, for the performance of the CMAR's Preconstruction Services, and for approval of the submissions by the authorities having jurisdiction over the Project. Upon hiring the CMAR, the master scheduling responsibilities will transfer to the CMAR with the assistance of the Consultant.
- 2.1.6 As applicable, the Consultant shall be responsible for assisting the Commission and the CMAR in obtaining all federal, state, county, local and utility permits and approvals required for the Project. As the Project progresses, the Consultant shall timely furnish to the Commission copies of all communications between the Consultant and the respective agency or department related to this Contract and all approvals and permits for the Project.
- 2.1.7 The Consultant shall avoid specification of construction materials known to be hazardous or potentially hazardous, including asbestos, lead or any derivative thereof unless specifically approved in writing by the Commission.
- 2.1.8 The Consultant shall submit a written monthly Design and Progress Report to the Commission during the entire period of design.
- 2.1.9 If this Project requires multiple design packages for phased construction, the Consultant shall perform all design services under this contract for each design package.

2.2 **Phase I - Design Services**. The Consultant shall provide the environmental planning and professional design services within a Construction Manager at Risk (CMAR) delivery method set forth in this Article 2, Section 2.1 to insure the timely and orderly development of the Project. The Design phase of this Contract shall commence upon Commission giving Consultant written notice to proceed with Phase 1 services and will end upon the Commission's formal written approval of the Consultant's submittals provided pursuant to this Section 2.1. As Design services, the Consultant shall:

- 2.2.1 Confer with the Commission and CMAR on Project requirements, finances, schedules, and other preliminary planning matters and develop a Project Definition. The Project Definition shall identify goals for the project, success factors, and critical risks and influences. The Consultant shall document the Project Definition for review and approval by the Commission and CMAR.
- 2.2.2 Analyze and evaluate the Commission's preferred preliminary concept, schedule, and budget for the project. Evaluate the proposed site and pertinent existing facilities, establish design objectives, and develop a program to serve the as the Project's requirements as identified in consultation with the Commission. The Consultant shall present a preliminary evaluation to the Commission and CMAR and discuss any alternative approaches to the design and construction of the project.
- 2.2.3 Meet with and prepare any necessary documentation for state and federal regulatory and funding agencies, complete with supporting arguments, for implementation of the Project.
- 2.2.4 If requested, provide various services required for preparation of any pre-application, application, environmental reviews/exclusions/assessments, and other documents necessary to obtain federal and state assistance for the Project. Upon request of Commission, and, if necessary upon execution of an amendment to this agreement containing a detailed scope of work and fee proposal, undertake environmental review/analysis necessary for the project to qualify for federal and state funding
- 2.2.5 Call for and attend, as needed, detailed conferences with the Commission's representatives, airport users and other agencies involved in the development and/or funding of the Project
- 2.2.6 Provide as-built documentation review, field investigations and surveys required for the design of the project. The Consultant and all sub-consultants establish a thorough understanding of the existing building systems including capacities, limitations, and how they will interact with

the proposed changes based on the design. Make testing recommendations as necessary.

- 2.2.7 In collaboration with the Commission and CMAR, provide Schematic Design Services (30%) based on the Project requirements. Prepare and present, to the Commission and CMAR a preliminary design illustrating the scale and relationship of the project components
- 2.2.8 Based on the Commission's approval of the preliminary design, the consultant shall prepare Schematic Design Documents and a cost estimate for the CMAR's review and the Commission's review and approval. The Schematic Design Documents shall consist of drawings and other documents including plans, sections, elevations; and include a combination of study models, perspective sketches, and/or digital representations to accurately depict the design intent
- 2.2.9 Submit Schematic Design Documents to the Commission and CMAR. At the conclusion of the Schematic Design Phase the Consultant shall meet with the Commission and CMAR and perform a page by page review of the documents. The Commission will utilize the AIA Best Practices – Schematic Design Checklist to review completeness of Consultant's Schematic Design Documents.
- 2.2.10 Based on approval by the Commission of the Schematic Design Documents and on the Commission's authorization of any adjustments in project requirements and the budget for the cost of work, the Consultant shall prepare Design Development Documents for the CMAR's review and Commission's review and approval. At appropriate times, the Consultant shall review the documents with the Commission and CMAR. The Design Development Documents shall be based on information provided, and estimates reconciled between the Consultant and CMAR and shall demonstrate and describe the development of the approved Schematic Design Documents. The Design Development Documents shall consist of drawings and other documents, including plans, sections, elevations, typical details, and diagrammatic layouts of building systems to fix and describe the size and character of the project as to architectural, mechanical, electrical, life safety, security and baggage handling systems, and any other appropriate special system. The Design Development Documents shall also include outline specifications that identify materials and systems and establish their quality levels in general as well as an updated cost estimate.
- 2.2.11 At the conclusion of the Design Development Phase the Consultant shall meet with the Commission and CMAR and perform a page by page review of the documents. The Commission will utilize the AIA Best

Practices – Design Development Checklist to review completeness of Consultant's Design Development Documents.

- 2.2.12 Based on approval by the Commission of the Design Development Documents and on the Commission's authorization of any adjustments in project requirements and the budget for the cost of work, the Consultant shall prepare Construction Documents for the CMAR's review and Commission's review and approval. At appropriate times, the Consultant shall review the documents with the Commission and CMAR. The Construction Documents shall illustrate and describe in detail and in a coordinated manner the quality levels and performance criteria of materials and systems and other requirements for the construction of the work.
- 2.2.13 In the event that the Project requires relocation, installation, or extension of any utility or utility service, Consultant shall contact the affected utility to coordinate the design and include construction documents the appropriate infrastructure necessary for the CMAR to complete the work.
- 2.2.14 Coordinate and collaborate with the CMAR and Commission at the beginning of the Construction Document phase to develop a Guaranteed Maximum Price (GMP) bid package schedule
- 2.2.15 Incorporate the design requirements of governmental authorities having jurisdiction over the project into the Construction Documents.
- 2.2.16 During the development of the construction drawings, assist the Commission and the CMAR in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary, and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample and federal forms.
- 2.2.17 Prior to the conclusion of the Construction Documents Phase, submit the Construction Documents to the Commission and CMAR. At an agreed-upon stage of completion of the Construction Documents, the Consultant shall meet with the Commission and CMAR to perform a page-by-page review of the documents.
- 2.2.18 Submit Schematic Design (30%), Design Development (60%) and Construction Document (100%) design Phase I submissions with cost estimates for review by the CMAR and review and approval by the Commission. The Consultant shall submit six copies of a detailed project cost estimate with each design milestone submission that follows the Construction Specification Institute division format. The Consultant, CMAR and third-party estimator, if employed by the Commission, shall

reconcile any disagreements on the estimates to arrive at an agreed cost. If no consensus is reached, the Commission will make the final determination.

- 2.2.19 Revise and refine the cost estimates for the Project based on changes in requirements, project phasing or general market conditions. Meet and reconcile each consultant cost estimate with the CMAR's estimate at each design Phase I submission. In the event that the costs estimates are increased or decreased by more than 5% over those provided in the previous phase, the Consultant shall work with the CMAR to communicate to the Commission in writing the reasons for such difference and provide value engineering options for review by the commission.
- 2.2.20 Coordinate and collaborate with the CMAR and Commission to ensure the project is designed and packaged for construction to minimize disruptions to ongoing airport operations. The design should ensure that essential terminal building systems, such as life safety, accessibility, mechanical, electrical, plumbing, security, airline, ticketing and baggage handling, etc. are operationally maintained during construction.
- 2.2.21 Develop presentation materials and make presentations to the Commission and project stakeholders at each design Phase I submission to clearly communicate the design.
- 2.2.22 Coordinate and collaborate on design decisions, constructability, cost estimates, and scheduling/phasing with the CMAR and Commission at each design Phase I submission to ensure project meets the Commission's budget, schedule, quality requirements.
- 2.2.23 Prepare architectural and engineering data, where necessary, for regulatory permit applications required by local, state or federal authorities.
- 2.2.24 Furnish the Commission up to ten copies of drawings, specifications, and any other Contract Documents, as well as electronic version of the same at each design submission, for review by CMAR, Commission and approving authorities.
- 2.2.25 Provide any additional specific services described in "Consultant's Additional Article 2 Professional Services," **Exhibit "3"** hereof, and by this reference incorporated herein, or any duly executed amendment to this Contract

- 2.3 **Phase II - Bidding and Negotiations.** The Consultant agrees to furnish and perform the various professional services required for bidding of the Project as set

forth below. The Bidding and Negotiations Phase of this Contract will commence upon Commission giving the Consultant written notice to proceed with Phase II services and will end when the services in this Article 2, Section 2.3 have been completed and a construction contract GMP has been awarded by the Commission and accepted by the CMAR. As bidding services, the Consultant shall:

- 2.3.1 In a format approved by the Commission, provide Guaranteed Maximum Price (GMP) bid document packages and a general package scope description(s) for use by the CMAR in preparing various subcontractor trade packages.
- 2.3.2 Attend and participate in the CMAR's subcontractor pre-bid conferences and any other related meetings. Prepare necessary addenda related to documents originated by the Consultant.
- 2.3.3 Render clarification of the bidding documents, when such clarification is deemed necessary; provide written answers to CMAR and subcontractor's questions. Prepare and issue addenda to the documents, as necessary.
- 2.3.4 Respond to questions regarding the Consultants plans and specifications. The Consultant shall receive, review and make recommendations regarding requests for substitutions, and incorporate the substitutions requests into addenda as required.
- 2.3.5 Promptly prepare and provide to the Commission a written summary or minutes of the any GMP development meetings.
- 2.3.6 At a time to be mutually agreed upon by the Commission and CMAR, the CMAR shall prepare, for review by the Commission and Consultant, and for the Commission's acceptance or approval, A Guaranteed Maximum Price Proposal. The Consultant shall assist the Commission in reviewing the CMAR's proposal.
- 2.3.7 Review CMAR subcontractor bid tabulations for completeness and accuracy; Review CMAR's written GMP clarifications/assumptions and advise Commission on acceptability.
- 2.3.8 Upon authorization by the Commission, the Consultant shall update the Drawings, Specification, and other documents to incorporate the agreed upon assumptions and clarification contained in the GMP amendment.
- 2.3.9 Assist in the preparation of formal contract documents for the award of contracts for construction.

- 2.3.10 Since Federal funds will be used to fund part of this construction project, Consultant shall obtain the appropriate Davis-Bacon wage rates, labor standards from FAA, and DBE goals from the Commission for inclusion in the bidding documents.
- 2.3.11 In the event the actual construction GMP(s) exceed the cost estimates provided by the Consultant in the design phase of this Contract by greater than 5%, the Consultant will, at the Commission's election, redesign the Project without additional charge, subject to the Commission's approval, so that construction costs for the Project do not exceed the total costs expressed in the estimates.
- 2.3.12 Assist in GMP negotiations with CMAR.
- 2.3.13 Prepare grant application(s) and requests for concurrence of award by applicable federal and state agencies.
- 2.3.14 Provide any additional specific services described in "Consultant's Additional Article 2 Professional Services," **Exhibit "3"** hereof, and by this reference incorporated herein, or any duly executed amendment to this Contract.

2.4 **Phase III - Construction Administration.** The Consultant agrees to furnish and perform the professional services required for the construction of the Project as set forth below. The Consultant agrees to provide a full time, on-site Resident Project Representative (RPR) for the duration of the construction. The Construction Phase of this Contract will begin upon the Commission giving Consultant written notice to proceed with Phase III services and will end when the Consultant has completed the services called for in this Article 2, Section 2.4 and all of the following events have occurred: (1) the construction is complete and accepted by the Commission and any participating agencies; (2) the Consultant has returned to inspect the project for purposes of a final punch list, not more than three months and not less than one month prior to the expiration of the one year construction guarantee; (3) the construction Guarantee Period has expired; (4) the record drawings are complete and submitted; (5) the Consultant, contractor and Commission have all signed off on the completion and final acceptance of the project; and (6) the Consultant's final project report is submitted to and approved by the Commission and the FAA. As construction administration services, the Consultant shall:

- 2.4.1 Consult and advise the Commission during construction.
- 2.4.2 Prepare supplementary drawings required to resolve problems arising from actual field condition encountered.

- 2.4.3 Render to Commission written interpretations necessary for the proper execution of the Project and render written opinions on all claims, disputes, and other questions raised during the Project for use by the Commission.
- 2.4.4 Promptly review all detailed construction, shop, and erection drawings submitted by any contractor and/or subcontractor for compliance with design concept.
- 2.4.5 Review and certify CMAR's requests for monthly and final payment within five business days of receipt of the applications.
- 2.4.6 Schedule and conduct all pre-construction and regular construction meetings, prepare and distribute in a timely manner exhibits, written minutes, decisions and clarifications, as required to maintain schedules and compliance with contract requirements.
- 2.4.7 In the event that the Project requires relocation, installation, or extension of any utility or utility service, Consultant shall contact the affected utility and coordinate and oversee such relocation, installation, or extension and present for Commission's approval appropriate implementing documents.
- 2.4.8 Insure compliance by the CMAR with, and maintain certified payroll records in regard to, Davis Bacon wage rates and CMAR's DBE commitment/accomplishments. Such records must be maintained for a period of at least three years after all final payments to CMAR have been made by the Commission.
- 2.4.9 Observe and inspect all construction to determine that the work is done reasonably in accordance with the approved plans and specifications, and in compliance with the requirements set forth in the Contract Documents.
- 2.4.10 Reject any work of the CMAR which is not, in the professional judgment of the Consultant, in accordance with the Plans, Specifications and other Contract Documents and stop the construction work whenever necessary to insure the proper performance of the construction in accordance with the Contract Documents and applicable law. The Consultant shall immediately notify the Commission of any such rejection or stoppage and the reasons therefor.
- 2.4.11 Order, with the approval of the Commission, the removal and replacement of work failing to meet the requirements of the Contract Documents or applicable law.

- 2.4.12 Review all Potential Change Orders (PCO) issued by the CMAR for entitlement, cost and schedule impacts. Provide support to the Commission during PCO negotiations with the CMAR.
- 2.4.13 Make written recommendations to the Commission with respect to all claims and other matters pertaining to the execution and progress of the construction work and the interpretation of the Contract Documents.
- 2.4.14 Prepare Change Orders with supporting documentation and data, if deemed necessary by the Consultant, for the Commission's approval and execution, in accordance with the Contract Documents.
- 2.4.15 Prepare record drawings and verify final quantities based on information provided by the contractor. Furnish the Commission one (1) set of reproducible drawings, as well as GIS and CADD drawings in electronic format, within ninety (90) days of completion of construction and acceptance of the work.
- 2.4.16 Review reports of all reasonable, customary, and necessary field materials testing at the site, including, but not limited to, tests on materials where applicable; and the procurement and submission of samples of materials to laboratories when such tests are required. Test Reports shall be submitted to the Commission within five business days of the date the test was completed if required.
- 2.4.17 Maintain adequate records to record critical events in the progress of the construction, and furnish monthly progress reports to the Commission.
- 2.4.18 Provide a qualified construction professional to be the project RPR during the term of the construction. The RPR will act as the on-site representative of the Consultant's Project Manager, ensuring that the construction project adheres to the design plans, specifications, and contract documents. The RPR to provide ongoing construction observation/inspection, contract document compliance, quality oversight, communication, coordination, documentation and project management support. RPR services, including tenant and airport coordination services, such services to include weekly written updates of completed and projected project tasks.
- 2.4.19 Consultants Project Manager will conduct at least two field inspections per month during the construction of the Project (a minimum of ten days between such inspections) to confirm compliance with the approved plans and specifications, and provide the Commission copies of all site visit reports prepared at the time of such inspections.

- 2.4.20 Render to the Commission a semi-final inspection report, including a punch list of incomplete or defective items of the construction work, and a final report or reports that shall certify to the Commission that the work involved has been completed in accordance with the plans, specifications and Contract Documents, as the same shall have been modified by change order, and that such work is acceptable, or shall indicate in what respect the work is deficient and what steps need to be taken to render the work acceptable.
- 2.4.21 Prepare a Consultant's Final Report which summarizes the adequacy of construction and compliance with the Contract Documents. This report shall include a discussion of all change orders, including extensions of time and adjustment to the contract price, and all testing results. An electronic version of the Final Report and three hard copies thereof shall be submitted to the Commission within thirty days after final inspection of the Project.
- 2.4.22 Coordinate or contract for other consulting services which may be required by the Commission, including sub-surface investigations, sampling, testing, and analysis of materials, soils, pavements, environmental review, off-site inspection of materials, laboratory testing and inspection and control at central mixing plants. Where such tests must be conducted by commercial laboratories, only those laboratories approved by the Commission will be utilized. Copies of the results of all tests required under this paragraph are to be submitted to the Commission within five days after the tests are completed.
- 2.4.23 Prepare any required grant forms or reports for submittal by Commission to the federal and/or state agencies, if applicable.
- 2.4.24 Promptly close out and complete each project after construction is completed.
- 2.4.25 Provide the additional specific services described in "Consultant's Additional Article 2 Professional Services," **Exhibit "3"** hereof, and by this reference incorporated herein, or any duly executed amendment to this Contract.

ARTICLE 3 - SPECIAL SERVICES

3.1 **Litigation Support.** The Consultant shall provide assistance to the Commission, if needed, in prosecuting or defending against any litigation that may arise as a result of construction of the Project. The Consultant shall be compensated for such litigation

support services at the hourly rate set forth in "Consultant's Fee Proposal," **Exhibit "4"** hereof, and by this reference incorporated herein.

Consultant shall however not be compensated for such litigation support services in the event the adjusting authority determines that such litigation proximately resulted from the intentional or negligent acts or omissions of the consultant.

3.2 **Resident Inspection.** The Consultant shall provide a "Resident Project Representative" ("RPR") or Project Field Inspector on a full-time and/or part-time basis during the project, as required by Commission and negotiated between the parties, to perform inspection duties, such RPR or Project Field Inspector shall first be presented to and approved by the Commission, and once approved, may not be replaced or reassigned by a voluntary action of the Consultant without the specific approval of the Commission. In the event that the Commission shall not approve of the proposed or replacement RPR or Project Field Inspector or in the event an approved RPR or Inspector is no longer satisfactory to the Commission, the Consultant shall propose another individual for the position which the Commission finds to be satisfactory.

3.3 **Subcontracted Services.** If needed for the Project, the Consultant may obtain the services set forth below, or as otherwise agreed by Commission, by subcontracts, which subcontracts shall be reviewed and approved by Commission prior to execution. Payment for these services shall be made as described in Article 5, Section 5.2 of this Contract or as otherwise specifically provided in the "Consultant's Fee Proposal," **Exhibit "4"** hereof, and by this reference incorporated herein.

- 3.3.1 Materials testing services, not otherwise to be provided by the contractor as part of its contract with the Commission.
- 3.3.2 Soil and pavement investigation and testing services, including initial subsurface investigation and analysis, and compaction testing during construction.
- 3.3.3 Surveying services, such as preparation of land, field and/or construction surveys, or topographic maps.
- 3.3.4 Environmental assessment studies and other environmental testing or inspection.
- 3.3.5 Historical determination, recording and inspection.

ARTICLE 4- SCHEDULE OF WORK

4.1 **Timetable for Completion of Services.** The Consultant shall accomplish the work with due diligence and complete work generally in the time frame outlined in the "Project Schedule," **Exhibit "5"** hereof, and by this reference incorporated herein,

adjusted to the actual Notice to Proceed date or as specifically modified during by agreement of both the parties during the course of the work.

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

ARTICLE 5- PAYMENT FOR CONSULTING SERVICES

5.1 **Payment Schedule.** The Commission agrees to pay the Consultant compensation for rendering the Phases I in accordance with Consultant's Fee Proposal attached hereto as "Consultant's Fee Proposal", **Exhibit "4"** and incorporated herein by reference. If the Commission authorizes the project to proceed to Phase II and/or Phase III, then the Commission agrees to pay Consultant in accordance with Consultant's Fee Proposal.... the fee or fees for later Phase(s) of the services will be negotiated, approved by the Commission Board, if necessary and incorporated into an amendment or amendments to this agreement at or near the completion of the earlier Phase(s), or if and when funding becomes available to continue the Project.

5.2 **Retained Fees.** Commission may retain 5% of each payment to be made to Consultant for each Phase of the Work until all services for that Phase have been satisfactorily completed, as determined by Commission's Director of Planning and Engineering in his/her reasonable discretion. No interest shall be due on such retained fees, nor shall a separate account be established for such fees

5.3 **Reimbursable Expenses.** For any subcontracted services provided pursuant to Article 3, Section 3.3 of this Contract and is not otherwise provided for in "Consultant's Fee Proposal," **Exhibit 4** hereof, the Consultant will invoice the Commission at a multiple of 1.15 times the actual expenses incurred. Copies of proposals associated with such Reimbursable Expenses shall be provided to the Commission for approval prior to acceptance.

5.4 **Additional Services.** If a major change or addition to the scope of work is required for any phase of services, and such changes or extensions were not caused by errors or omissions by the Consultant, an amendment to this Contract may be negotiated by the parties, subject to approval by the applicable federal and/or state officials. The hourly rates for any such additional services shall be as shown on "Consultant's Fee Proposal," **Exhibit "4"** hereof. Any fees for additional services will be due and payable upon satisfactory completion and acceptance as determined solely by the Commission.

5.5 **Timing of Payments.** Payments for basic services shall be made monthly in proportion to the percentage of services performed within each phase of service payable in lump sum payments as set forth in Consultant's Fee Proposal, **Exhibit "4"**, or for hours

of services actually performed for services paid on an hourly or cost plus fixed fee basis if so provided in **Exhibit “4”**, or as such Exhibit may be added to or otherwise modified by written amendment to this Contract. The Consultant shall submit a monthly invoice by the tenth day of each month. The Commission shall pay the invoice within thirty days of receipt provided the Consultant is not in default of this Contract as defined in Article 11 and the work has been satisfactorily performed, as determined by the Commission in its sole and exclusive discretion.

5.6 Payment Conditions Regarding Subcontractors The Consultant shall take one of the two following actions within seven days after receipt of amounts, including any retainage, paid to the Consultant by the Commission for work performed by any subcontractor under this Contract:

5.6.1 Pay the subcontractor for the proportionate share of the total payment received from the Commission attributable to work performed by the subcontractor under the Contract; or notify the Commission and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Such delay of payment by Contractor shall take place only for good cause. Commission may require Contractor to provide additional information regarding the withholding. Commission reserves the right to disapprove such withholding and to delay future payments by Commission to Contractor in the event Contractor fails to comply with the provisions of the subsection.

5.6.2 The Consultant shall pay interest to any subcontractor on all amounts owed by the Consultant that remain unpaid after seven days following receipt by the Consultant of payment from the Commission for work performed and satisfactorily completed by the subcontractor under the Contract, except for amount withheld as allowed under applicable law or pursuant to Article 5, Section 5.5.1 above.

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

5.6.3 The Consultant shall include in its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

5.6.4 For purposes of this Section, “work performed and satisfactorily completed” shall mean that the portion of the work under the Contract for which the Commission representative has recommended, and federal and state officials, if applicable, have approved the release of payment.

- 5.6.5 Prior to receiving any payments under this Contract, if the Consultant is an individual, the Consultant shall provide its social security number to the Commission and if the Consultant is a proprietorship, or corporation, the Consultant shall provide its federal employer identification number to the Commission.

5.7 **ACH Vendor Payments** The Roanoke Regional Airport Commission pays its vendors electronically rather than by paper check. Your payments will be deposited into the checking account of your choice. In addition to having the money deposited electronically, you will also be notified of the deposit by email. The email will provide you with all the information that would normally be on your check stub. To receive payments electronically you must print, and complete the ACH form, include a voided check and return both with your signed Contract to finance@flyroa.com

By signing the form, you authorize the Roanoke Regional Airport Commission to initiate credit entries and if necessary, debit entries and adjustments for any credit entries in error to your checking account.

ARTICLE 6 - SUBSTITUTION OF PERSONNEL

6.1 Consultant acknowledges and agrees that the services to be provided under this Contract shall be performed by the individuals identified in "Consultant's Project Team," **Exhibit "6"** hereof, and by this reference incorporated herein, and other individuals shall not be substituted to perform services under this Contract without the express prior written consent of Commission's Executive Director or Authorized Representative.

6.2 In the event the performance of services by Consultant's employees or subconsultants is or becomes unsatisfactory in the opinion of the Executive Director, the Executive Director shall have the right to request that such person or persons be replaced. Such request shall be granted within a reasonable time.

ARTICLE 7 - COMPLETENESS OF CONTRACT

This Contract, including all attachments and exhibits, the Commission's Requests for Proposals ("RFP"), No. 25-014), Consultant's Proposal or portion thereof to Commission ("Proposal"), which Request for Proposals (without Attachment C - Proposed Contract) and Proposal are attached hereto and incorporated by reference herein as **Exhibits 7** and **Exhibit 8** respectively, shall constitute the entire agreement between the Commission and the Consultant, and shall supersede any and all other prior negotiations, representations or agreements, either oral or written; provided, however, that in the event of any express or implied conflict between: (i) Consultant's Proposal and (ii) the Request for Proposals and this Contract, in all cases the terms and conditions of Commission's Request for Proposals and this Contract shall prevail. In the event of any express or implied conflict between: (i) Commission's Request for Proposals and (ii) this Contract, in

all cases the terms and conditions of this Contract shall control prevail. This Contract may be amended only by written instrument signed by both parties.

ARTICLE 8 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMMITMENT AND ASSURANCES

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

Consultant shall make good faith efforts to provide four and six tenths percent (4.6%) DBE participation for this Contract; therefore, payments by the Consultant to properly certified DBE's for subcontract work performed hereunder shall equal or exceed 4.6% of the total payments made to the Consultant. Consultant shall complete such reports as Commission shall require to substantiate the extent of DBE participation.

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

- D. Replacement of DBE Subcontractors

Consultant shall make good faith efforts to replace DBE subcontractors that are unable to perform successfully with other certified DBE's to the extent needed to meet the agreed upon contract goal. The Consultant shall notify the DBE Liaison, Mr. David Jeavons, immediately at (540) 362-1999 of the DBE's inability or unwillingness to perform and provide reasonable documentation.

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

End of Contract Terms

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

(Name of Consultant)

By: _____

Title: _____

Date: _____

ATTEST:

Secretary

ROANOKE REGIONAL AIRPORT COMMISSION

By: _____
Executive Director

Date: _____

ATTEST:

Commission Secretary

Appropriation and Funds Required for this Contract Certified

Director and Finance and Treasurer

Date: _____

Account #: _____

Approved as to form:

General Counsel

EXHIBIT “1”

**ROANOKE REGIONAL AIRPORT COMMISSION
GENERAL CONDITIONS**

GENERAL CONDITIONS 1: DEFINITIONS

- 1.1 **A/C.** Advisory Circular(s) developed by the FAA to regulate the operation and development of civil airports. Some A/C's are defined as mandatory by the Federal Aviation Regulations.
- 1.2 **AIRFIELD.** A secured portion of the airport used, or intended to be used, for the landing, takeoff or surface maneuvering of aircraft, including all the areas within the security fencing, in addition to the runways, taxiways and aprons, and outside of the building limits. The AIRFIELD is sometimes referred to as the AIR OPERATIONS AREA.
- 1.3 **AIRPORT.** Roanoke-Blacksburg Regional Airport, Roanoke, Virginia, including all properties and facilities within the perimeter property lines of the associated site.
- 1.4 **AIRPORT CONSULTANT.** The registered Professional Engineer or Architectural firm responsible for the control and completion of the Project and subject to the authority of the Executive Director or a designee, sometimes referred to as the Project Consultant or Consultant.
- 1.5 **APPROVAL (BY OWNER).** The formal acceptance of an item, without taking on responsibility for design or intent, which has been certified to be correct by the Consultant.
- 1.6 **APRON.** The paved area of the airfield designated for the parking of aircraft. Also referred to as the aircraft ramp.
- 1.7 **COMMISSION.** Roanoke Regional Airport Commission, Roanoke-Blacksburg Regional Airport, 5202 Aviation Drive, Roanoke, Virginia 24012, also known as the Owner or Sponsor.
- 1.8 **EXECUTIVE DIRECTOR.** Mike Stewart, Executive Director of the Commission, or his successor or authorized representative.
- 1.9 **FAA.** The Federal Aviation Administration, U.S. Department of Transportation. Where used to designate a person: The Administrator of the FAA, or an authorized representative.
- 1.10 **FAR.** Federal Aviation Regulation, the mandatory rule(s) adopted by the FAA to govern the safe operation of aircraft and the development of a system of airports throughout the U.S.
- 1.11 **GUARANTEE PERIOD.** One year from the date of project acceptance by the Commission.

- 1.12 **NOTAM**. Acronym for Notice to Airmen. An official notice to airmen regarding a change in the operational status of the airfield.
- 1.13 **OWNER**. The Roanoke Regional Airport Commission or its authorized Executive Director; sometimes referred to as Commission.
- 1.14 **RESIDENT PROJECT REPRESENTATIVE**. The Registered Professional Engineer or Registered Architect, or Project Inspector employed or hired by the Airport Consultant, responsible for the on-site supervision of the project and subject to the authority of the Consultant.
- 1.15 **STAFF ENGINEER**. If any, shall be designated by the Executive Director.
- 1.16 **TESTING LABORATORY**. The Professional Testing organization responsible for conducting the specified testing for the Project and subject to the authority of the Consultant.
- 1.17 **TSA**. The Transportation Security Administration, U.S. Department of Transportation.
- 1.18 **TSR**. Transportation Security Regulation, the mandatory rule(s) adopted by the TSA to govern the security of aircraft, passengers, cargo, and airports throughout the U.S.

GENERAL CONDITIONS 2- SECURITY AND SPECIAL WORKING CONDITIONS

- 2.1 **Entrance to Security Areas**. The Consultant acknowledges that entrance to and movement within the certain portions of the terminal and the airfield are subject to strict security regulations which will be applicable not only to the Consultant, its employees, and subconsultants, but also to any contractors and subcontractors who participate in the construction or services within certain portions of the terminal and the airfield fence line. Consultant agrees to be responsible for, and to insure that, none of its employees, agents, subcontractors or representatives gains access to, enters or moves about the Sterile, SIDA and/or Secure Areas of the terminal and airfield without prior approval of the Commission, as evidenced by his/her possessing and displaying a Commission issued identification badge, or if the employee, agent, subcontractor or representative is not issued a Commission identification badge, (s)he is under constant escort by a duly authorized and badged employee of the Consultant; and that the Consultant, its employees, agents, subcontractors and representatives shall comply with the Owner's Airport Security Plan at Consultant's sole cost. All personnel entering any portion of the airfield and remaining there without properly badged escort must first attend security and driver training classes as determined by the Owner and obtain and display security identification badges, and all vehicles operating within the airfield fence line must have and display special permits and exterior identification. A deposit for these

security items will be required and shall be fully refundable upon their return.

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

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

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

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

2.3.2 The Consultant shall arrange for prior clearance from Airport Operations for any movement in the airfield area. For isolated or temporary airfield entries, a minimum of twenty-four (24) hours notice is required. All vehicles movements

must be controlled and/or escorted by the Airport Operations Office through the Director of Operations and Maintenance.

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

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

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

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

GENERAL CONDITIONS 3- DOCUMENTS AND RECORDS

- 3.1 **Ownership of Contract Documents.** One reproducible copy each of the drawings, construction plans, specifications and maps prepared or obtained under the terms of the Contract shall be delivered to and become the property of the Owner; electronic versions in PDF, CADD and GIS format of each shall also be provided. Basic survey notes and sketches, charts, computations and other data shall be made available upon request to the Owner without restriction or limitation on their use.
- 3.2 **Right to Inspect Contract Documents.** Any authorized representative of the Owner shall, at all reasonable times, have a right to inspect and examine the drawings, specifications and other Contract Documents at Consultant's office during the period of their preparation.

- 3.3 **Right to Inspect Consultant's Records.** The Consultant agrees that the Owner, and any approving federal or state agency, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to any specific grant program or the use of Commission public funds with respect to this Project for the purpose of making audits, examinations, excerpts and transcriptions. All such records shall be maintained by Consultant for at least three years after Owner has made final payment to Consultant and all other pending matters concerning the grant and project are closed.

GENERAL CONDITIONS 4- ASSIGNMENT AND SUBCONTRACTING OF CONTRACT

- 4.1 **Assignment.** Each party binds itself, its principals, successors, executors, administrators and assigns to perform all covenants of this Agreement. Neither the Owner nor the Consultant shall assign, or transfer its interest in this Agreement without the prior written consent of the other Party hereto.
- 4.2 **Delegation of Duties.** Other than for purposes of obtaining any necessary subcontracted services as set forth in Article of the Contract entitled "Payment for Consulting Services," the Consultant shall not subcontract, nor shall any subcontractor commence performance of any part of the work or services included in this Contract, without the previous written consent of the Executive Director. Subcontracting, if permitted, shall not relieve the Consultant of any of its obligations under this Contract. The Consultant shall be solely responsible to the Owner for the acts or faults of any such subcontractor and of such subcontractor's officers, agents and employees, each of whom shall for this purpose, be deemed to be an agent or employee of the Consultant to the extent of its subcontract. As a prior condition to approval of a subcontractor, the Consultant shall provide a conformed copy of the applicable subcontract to the Executive Director. The Consultant and any subcontractor shall jointly and severally agree that the Owner is not obligated to pay or to be liable for the payment of any sums due any subcontractor.

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

GENERAL CONDITIONS 5 - INSURANCE

- 5.1 **Liability Insurance Requirements.** The Consultant shall maintain general liability insurance, on a per occurrence basis, with a quality company authorized to do business in Virginia during the life of the Contract and furnish Owner Certificates of Insurance, or other appropriate evidence of coverage as may be

required by Owner, naming the Consultant as insured and its subcontractors, Owner, and Owner's officers, officials, agents, board members, employees and volunteers as additional insureds, providing coverage against any and all claims for property damages or bodily injury (including death) incurred in connection with the services to be provided under this Agreement. Minimum limits of liability shall be as indicated below:

5.1.1 Commercial General Liability: \$1,000,000 Combined Single Limit to include Contractual, Owners and Contractors Protective, and Personal Injury (Libel, Slander, Defamation of Character, etc.)

5.1.2 Automobile Liability: \$1,000,000 Combined Single Limits, unless the Consultant will be driving inside the AOA, in which case the requirement shall be for \$5,000,000 combined Single Limit. Such insurance shall be "any auto" type coverage or is equivalent.

5.1.3 The above amounts may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of Five Million Dollars (\$5,000,000).

5.2 **Errors and Omissions Insurance Requirements.** The Consultant shall take out and maintain during the life of this Contract, professional errors and omissions insurance in an amount of at least One Million Dollars (\$1,000,000.00), or the full amount of the Consultant's standard professional errors and omissions insurance policy, whichever is greater.

5.3 **Workers' Compensation Requirements.** The Consultant will obtain and maintain during the life of the Contract the statutory Workers' Compensation and Employer's Liability Insurance for all of its employees engaged in work on the Project under Contract. The Consultant shall require similar coverage by all subcontractors.

5.4 **Insurance on Drawings.** Consultant shall carry full insurance coverage on drawings, specifications, and other valuable information against loss by fire, damage, destruction and theft, until the improvement contemplated has been constructed and the corrected original drawings required by the Commission have been furnished to the Commission. The cost of such full coverage, as well as the cost of all other insurance required herein, shall be included in the basic fee hereinafter set forth.

5.5 **Notice of Cancellation.** The policy or policies required hereunder shall contain substantially the following special provision, unless otherwise agreed by Owner: "The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written

notice will be sent by certified mail to the Executive Director, Roanoke Regional Airport Commission."

- 5.6 **Additional Insureds.** Prior to execution of this Contract by Owner, the Consultant shall provide the Executive Director with an exact copy of the additional insured endorsement naming the entities listed in General Conditions Section 5.1 above as additional insureds, and a copy of the declaration sheet for every insurance policy required hereunder. Such documents shall as to form, coverage, carrier and limits be satisfactory and approved by the Owner's Executive Director. If at any time the coverage, carrier or limits on any policy shall become unsatisfactory to such Executive Director, or the Owner's General Counsel, the Consultant shall forthwith provide a new policy meeting the requirements of said persons. The additional insured coverage provided under the Consultant's insurance policy shall be primary with respect to the Consultant's general liability, notwithstanding other insurance covering the Owner.
- 5.7 **Insurance not to be a Limit on Liability.** Consultant covenants and agrees that the insurance coverages required under this agreement shall in no way be considered or used in any manner as a limit or cap of any kind on any liability or obligation that Consultant may otherwise have, including without limitation liability under the indemnification provisions contained herein.
- 5.8 **Insurance Company.** Insurance coverage shall be in a form and with an insurance company approved by the Commission, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this contract shall be authorized to do business in the Commonwealth of Virginia.

GENERAL CONDITIONS 6 - INDEMNIFICATION

- 6.1 **Indemnification.** Consultant shall defend, indemnify and hold harmless the Commission, its officials, officers, board members, agents, and employees, against any and all loss, cost, or expense, including reasonable attorney's fees, resulting from any claim, whether or not reduced to judgment, and for any liability of any nature whatsoever, that may arise out of or result from the Work or its performance by Consultant or its subcontractor(s) or the violation of any of the terms and conditions of this Contract, including, without limitation, fines and penalties, violations of federal, state or local laws or regulations promulgated hereunder, personal injury, wrongful death or property damage claims, or damage to or vandalism of the Consultant's equipment or personal property used to perform the Work. Should Consultant inadequately remedy or fail to remedy a violation of this Contract after notification by Commission, Commission shall be authorized to take whatever corrective action Commission deems necessary to eliminate the violation, at the sole expense of Consultant.

Consultant's obligation to indemnify shall not be affected, waived or diminished by the negligence of any party indemnified hereunder that in part contributes to the loss, cost, or expense, nor shall it be limited by any limitation on the amount or types of damages, compensation or benefits payable by or for Consultant or any subcontractor under worker compensation acts, disability benefit acts or other employee benefit acts.

GENERAL CONDITIONS 7- DEFAULT AND TERMINATION

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

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

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

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

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

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

7.2.3 Sue for the performance of any obligation, promise or agreement devolving upon Consultant for performance, or for damages for the nonperformance thereof, all without terminating this Contract.

7.2.4 Terminate this Contract upon written notice of an intention to do so and have the services then uncompleted performed by another consultant. In such case, the Consultant shall be liable to the Owner for any damages allowed by law, and upon demand Consultant shall promptly pay same to Owner.

7.2.5 Receive from the Consultant all data, drawings, specifications, reports, estimates, summaries and any other information and materials as may have accumulated by the Consultant in performing this Contract whether completed or in process.

7.3 **All Remedies Cumulative.** All rights and remedies granted to the Owner herein, and other rights and remedies which the Owner may have at law and in equity, are hereby declared to be cumulative and not exclusive and the fact the Owner may have exercised any remedy without terminating this Contract shall not impair the Owner's rights thereafter to terminate or to exercise any other remedy herein granted or to which is may be otherwise entitled. In the event Owner places the enforcement of all or part of the terms, conditions, or requirements of this Contract into the hands of an attorney for enforcement, including the filing of a suit upon the same, Consultant agrees to pay all of Owner 's reasonable attorney's fees and costs related to any such proceeding.

7.4 **Termination of Contract.** The Owner, upon seven days written notice, may terminate this Contract without cause, in whole or in part, by providing written notice to Consultant. Upon receipt of any such notice, the Consultant shall:

7.4.1 Immediately discontinue all services affected (unless the notice directs otherwise); and

7.4.2 Deliver to the Owner all data, drawings, specifications, reports, estimates, working papers, summaries and such other information and materials as may have been prepared as part of the work or accumulated by the Consultant in performing this agreement whether completed or in process.

7.5 **Consultant's Right to Fee Upon Termination.** Should the Contract be terminated for reasons other than default, the Consultant shall be entitled to and shall receive a fee for completed services, as certified by Consultant and verified by Commission, equal to a percentage of the fixed payment, or equal to the hours invested in the work, as described in Article 5. The percentage shall represent the amount of work completed to date compared to the estimated amount of work to complete the phase of the work in question. Reimbursable expenses shall also be paid.

GENERAL CONDITIONS 8 – CLAIMS BY CONSULTANT

Consultant's claims, disputes and other matters relating to the acceptability of the work, the interpretation or the requirements of the Contract, or the performance or furnishing of the work, including, without limitation, requests for changes in the amount to be paid under the Contract or for increases in time, shall be submitted to the Owner's Executive Director in writing with a request for a formal decision. Consultant shall deliver written notice with

supporting data for each such claim, dispute, or other matter promptly, but in no event later than ten (10) calendar days after the start of the occurrence or event giving rise thereto. Consultant's failure to submit written notice of such claim, dispute, or other matter with supporting data to Owner's Executive Director within the time specified shall be deemed to be and shall constitute a waiver by Consultant of any and all claims for such matters and shall be an absolute bar to any future claim or suit against Owner for damages or relief of any kind based upon such occurrence or event. In reviewing any such claim or dispute, the Executive Director may request any additional information or documentation from the Consultant or other parties and may utilize appropriate assistance from other sources. Any final decision in writing by the Executive Director shall be issued to the Consultant within ninety (90) calendar days from the later of: (i) receipt of the written claim; or (ii) receipt of any additional information requested from the Consultant. Failure of the Executive Director to render a decision within such ninety (90) day period shall be deemed a final decision denying the claim by the Roanoke Regional Airport Commission and shall not result in the Consultant being awarded the relief claimed or any other relief or penalty.

GENERAL CONDITIONS 9 - NON-DISCRIMINATION

9.1 During the performance of this contract, the Consultant agrees as follows:

9.1.1 The Consultant will not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

9.1.2 The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal employment opportunity employer.

9.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations, shall be deemed sufficient for the purpose of meeting the requirements of this section.

9.1.4 The Consultant will include the provisions of the foregoing paragraphs 9.1.1, 9.1.2, and 9.1.3 in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

9.1.5 The Roanoke Regional Airport Commission does not discriminate against faith based organizations.

GENERAL CONDITIONS 10- DRUG FREE WORKPLACE

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

GENERAL CONDITIONS 11 - IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

GENERAL CONDITIONS 12 - GOVERNING LAW AND VENUE

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

GENERAL CONDITIONS 13-EVIDENCE OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

Pursuant to 2.2-4311.2 (A) of the Code of Virginia (1950), as amended, if the Consultant is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, the Consultant shall provide documentation acceptable to Commission establishing that the Consultant is authorized to transact business in the Commonwealth as a domestic or

foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law. The Consultant shall not allow its existence or its certificate of authority or registration to transact business in the Commonwealth to lapse, if so required under Title 13.1 or Title 50, or to be revoked or cancelled at any time during the term of the contract. The Commission may void this contract if the Consultant fails to remain in compliance with the provisions of this section.

GENERAL CONDITIONS 14 – SEVERABILITY

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

END OF GENERAL CONDITIONS

EXHIBIT “2”

TERMS REQUIRED BY FEDERAL LAW FOR RECIPIENTS OF FEDERAL AIP GRANT FUNDS

Federal Contract Provisions for AIP-Funded Projects

Federal laws and regulations require that a Sponsor (a recipient of federal assistance) include specific provisions in certain contracts, solicitations, or specifications, regardless of whether the project is federally funded, to remain compliant with its obligations.

Unless otherwise stated, the following federally required contract provisions also flow down to subcontracts and sub-tier agreements. The Contractor (including all subcontractors) is required to insert these contract provisions in each lower tier contract (e.g., subcontract or sub-agreement). For work done under any purchase orders, rental agreements, and other agreements for supplies or services, the Contractor (including all subcontractors) is required to incorporate the requirements of these contract provisions by reference.

The prime Contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.

A1: ACCESS TO RECORDS AND REPORTS

Sources: 2 *CFR* § 200.334; 2 *CFR* § 200.337; *FAA Order 5100.38*

Contract Dollar Threshold: \$0

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

A2: AFFIRMATIVE ACTION REQUIREMENT: NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

Sources: 41 *CFR* Part 60-4; *Executive Order 11246*

Contract Dollar Threshold: \$10,000

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

Timetables

Goals for minority participation for each trade:	10.2%
Goals for female participation in each trade:	6.9%

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

The Contractor's compliance with the Executive Order and the regulations in 41 *CFR* Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 *CFR* 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith

effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

As used in this notice and in the contract resulting from this solicitation, the "covered area" is Roanoke County, Roanoke City, Virginia.

A3: BREACH OF CONTRACT TERMS

Source: 2 CFR § 200 Appendix II (A)

Contract Dollar Threshold: \$250,000

Any violation or breach of terms of this contract on the part of the Contractor 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 written notice that describes the nature of the breach and corrective actions the Contractor 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 must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

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

A4: BUY AMERICAN PREFERENCE

Sources: *Title 49 USC § 50101; Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers; Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)*

Contract Dollar Threshold: \$0

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, ¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

1: Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

A5: GENERAL CIVIL RIGHTS PROVISIONS

Source: 49 USC § 47123

Contract Dollar Threshold: \$0

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.

A6: TITLE VI SOLICITATION NOTICE

Sources: 49 USC § 47123; FAA Order 1400.11

Contract Dollar Threshold: \$0

The Roanoke Regional Airport Commission, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses (including 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:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be

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

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A7: CLEAN AIR AND WATER POLLUTION CONTROL

Sources: 2 *CFR* § 200 Appendix II (G); 42 *USC* § 7401, et seq; 33 *USC* § 1251, et seq

Contract Dollar Threshold: \$150,000

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.

A8: CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Sources: 2 *CFR* § 200, Appendix II (E); 2 *CFR* § 5.5(b); 40 *USC* § 3702; 40 *USC* § 3704

Contract Dollar Threshold: \$100,000

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A9: COPELAND "ANTI-KICKBACK" ACT

Sources: *2 CFR Part 200, Appendix II(D); 29 CFR Parts 3 and 5*

Contract Dollar Threshold: \$2,000

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

A10: DAVIS-BACON REQUIREMENTS

Sources: *2 CFR Part 200, Appendix II(D); 29 CFR Part 5; 49 USC § 47112(b); 40 USC §§ 3141-3144, 3146, and 3147*

Dollar Threshold: \$2,000

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one

classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH- 1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

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

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

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

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

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

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

2. Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by

the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

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

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

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR

§ 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate,

either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the

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

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

A11: DEBARMENT AND SUSPENSION

Sources: 2 CFR Part 180 (Subpart B); 2 CFR Part 200, Appendix II(H); 2 CFR Part 1200; DOT Order 4200.5; Executive Orders 12549 and 12689

Contract Dollar Threshold: \$25,000

Certification of Offeror/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.

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.

A12: DISADVANTAGED BUSINESS ENTERPRISES REQUIRED PROVISIONS

Source: 49 CFR Part 26

Dollar Threshold: \$0

A12.1: Proposal Requirements

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.

A12.2: Prime Contracts Covered by a DBE Program

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 seven (7) days from the receipt of each payment the prime contractor receives from the Roanoke Regional Airport Commission. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Roanoke Regional Airport Commission. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the solicitation as required in A12.1 (or an approved substitute DBE firm) without prior written consent of the Roanoke Regional Airport Commission. 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 from the Roanoke Regional Airport Commission. Unless the Roanoke Regional Airport Commission 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.

The Roanoke Regional Airport Commission may provide such written consent only if the Roanoke Regional Airport Commission 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 the Roanoke Regional Airport Commission its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Roanoke Regional Airport Commission, 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 the Roanoke Regional Airport Commission and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Roanoke Regional Airport Commission should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Roanoke Regional Airport Commission 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.

A13: TEXTING WHEN DRIVING

Sources: *Executive Order 13513; DOT Order 3902.10*

Contract Dollar Threshold: \$10,000

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.

A14: PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Sources: *2 CFR § 200, Appendix II(K); 2 CFR § 200.216*

Contract Dollar Threshold: \$0

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)].

A15: DRUG-FREE WORKPLACE REQUIREMENTS

Sources: *49 CFR Part 32; Drug-Free Workplace Act of 1988 (41 USC § 8101-8106, as amended)*

Not applicable to this contract.

A16: EQUAL OPPORTUNITY CLAUSE

Sources: *2 CFR 200, Appendix II(C); 41 CFR § 60-1.4; 41 CFR § 60-4.3; Executive Order 11246*

Contract Dollar Threshold: \$10,000

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

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

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This

provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

A17: FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Sources: 29 USC § 201, et seq; 2 CFR § 200.430

Contract Dollar Threshold: \$0

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

A18: CERTIFICATION REGARDING LOBBYING

Source: 31 USC §1352 - Byrd Anti-Lobbying Amendment; 2 CFR Part 200 Appendix II(I); 49 CFR Part 20, Appendix A

Contract Dollar Threshold: \$100,000

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

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

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

A19: PROHIBITION OF SEGREGATED FACILITIES

Sources: *2 CFR Part 200, Appendix II(C); 41 CFR Part 60-1*

Contract Dollar Threshold: \$0

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20: OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Source: *29 CFR Part 1910*

Contract Dollar Threshold: \$0

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.

A21: PROCUREMENT OF RECOVERED MATERIALS

Sources: 2 CFR § 200.323; 2 CFR Part 200, Appendix II(J); 40 CFR Part 247; 42 USC § 6901, *et seq* (Resource Conservation and Recovery Act (RCRA))

Contract Dollar Threshold: \$10,000

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

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

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

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

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

A22: RIGHT TO INVENTIONS

Sources: 2 CFR Part 200, Appendix II(F); 37 CFR Part 401

Contract Dollar Threshold: \$0

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

A23: SEISMIC SAFETY

Source: 49 CFR Part 41

Contract Dollar Threshold: \$0

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic

safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP).

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

A24: CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

Sources: *Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts; DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions*

Contract Dollar Threshold: \$0

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.

A25: TERMINATION OF CONTRACT

Sources: *2 CFR § 200 Appendix II (B); FAA Advisory Circular 150/5370-10, Section 80-09*

Contract Dollar Threshold: \$10,000

Termination for Convenience

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

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

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

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

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

Termination for Cause (Construction)

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

A26: TRADE RESTRICTION CERTIFICATION

Sources: *49 USC §50104; 49 CFR Part 30*

Contract Dollar Threshold: \$0

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 § 1001.

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

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

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

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

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

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

A27: VETERAN'S PREFERENCE

Source: *49 USC § 47112(c)*

Contract Dollar Threshold: \$0

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.

A28: CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

Sources: *2 CFR § 200.322; 2 CFR Part 200, APPENDIX II(L)*

Contract Dollar Threshold: \$0

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.

End of Federal Contract Provisions for AIP-Funded Projects

EXHIBIT “3”

**ROA TERMINAL IMPROVEMNTS PROJECT
CONCEPTUAL DESIGN**



Exhibit 3
ROA Terminal Improvements Project
Conceptual Design

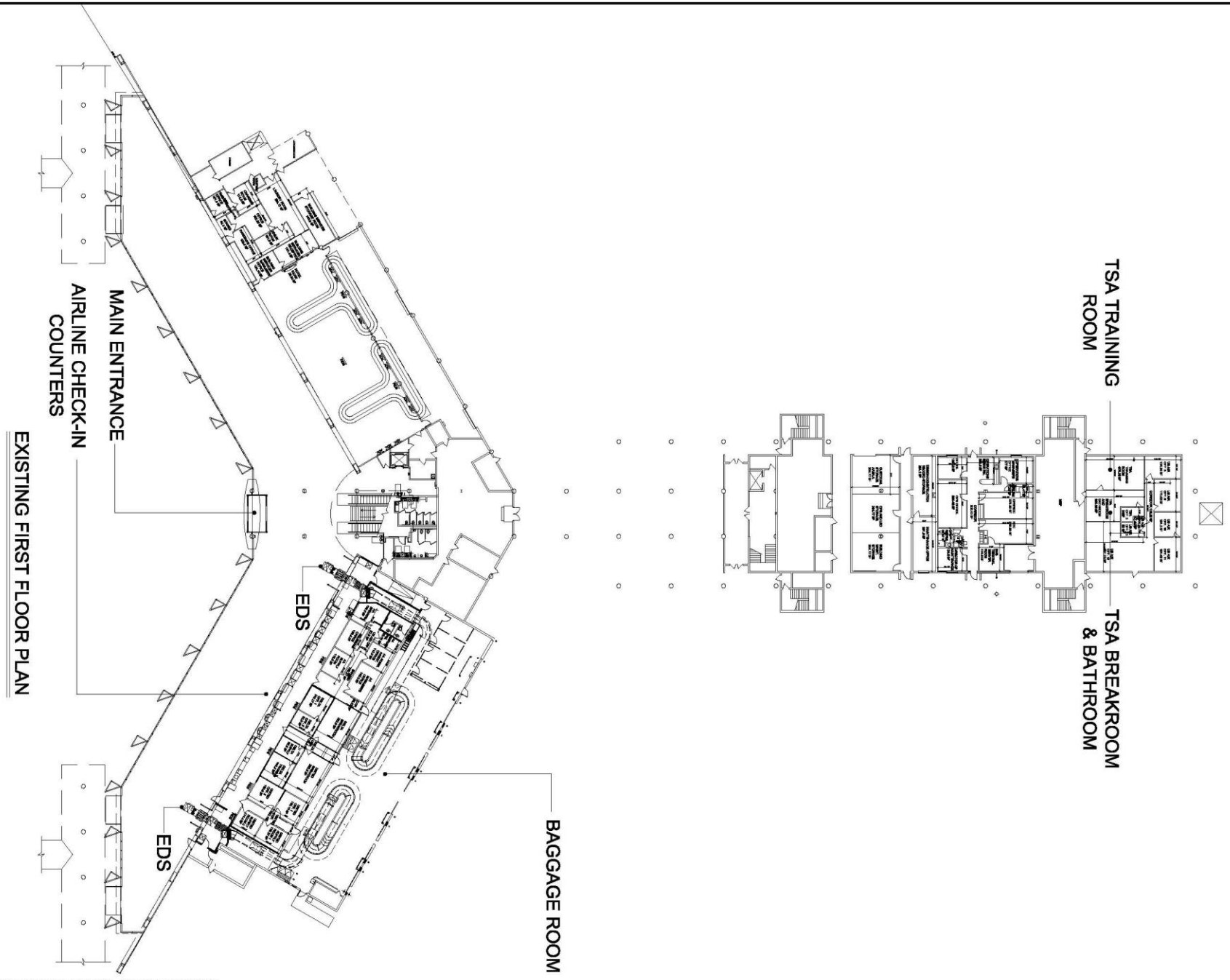
Client:

**Roanoke Regional
Airport
Commission**

No.	Date	By	Description

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ROA Terminal
1st Level



1 EXISTING FIRST FLOOR MAIN TERMINAL
SCALE: NTS

Existing Level One

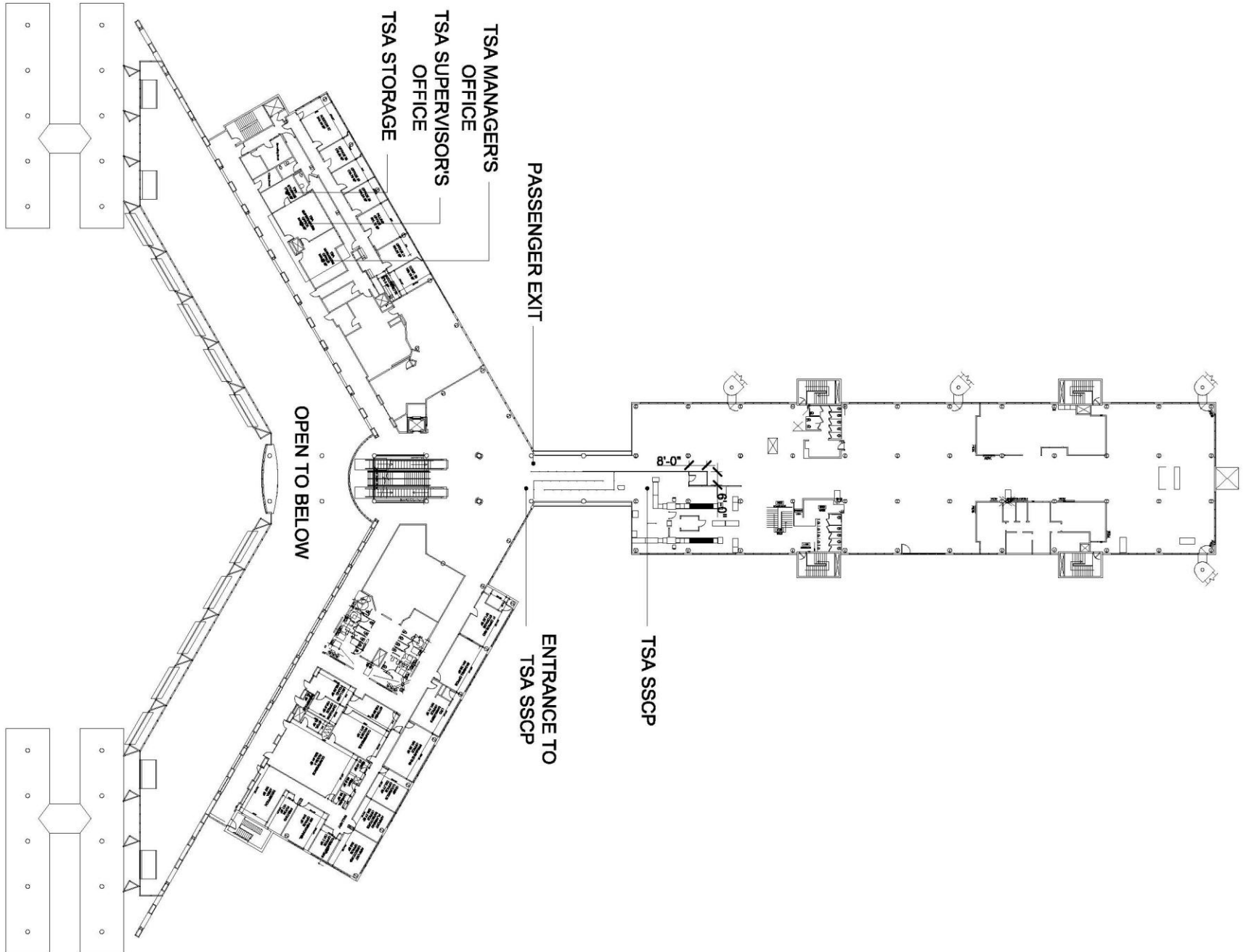
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**Roanoke Regional
Airport
Commission**

No.	Date	By	Description

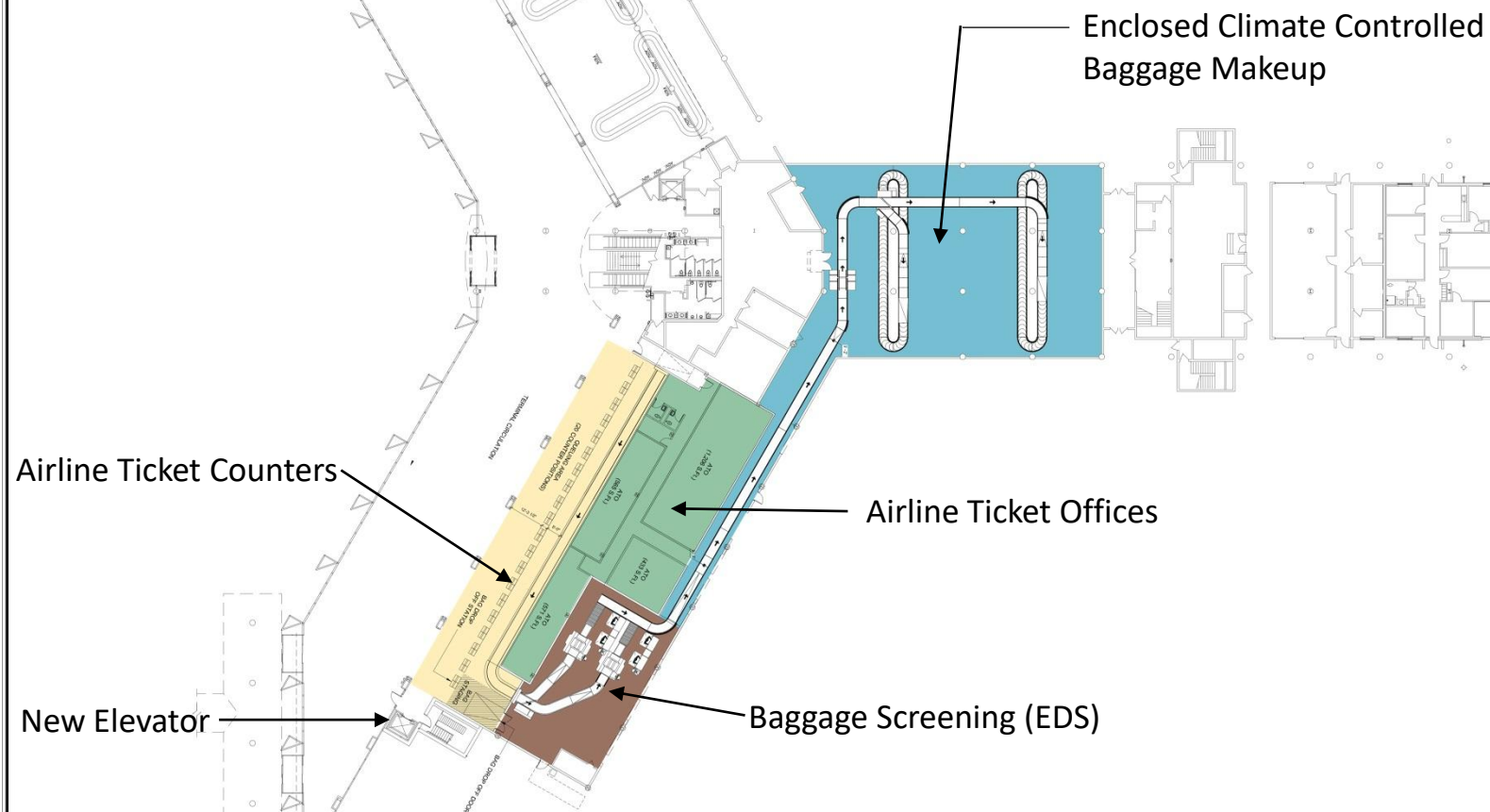
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ROA Terminal
2nd Level



1 EXISTING SECOND FLOOR MAIN TERMINAL
SCALE: NTS

Existing Level Two



1 FIRST FLOOR MAIN TERMINAL - PHASE 2
EDS/TSA RELOCATION SCALE: NTS

LEGEND

AIRLINE CHECK-IN
AIRLINE OFFICES
BAGGAGE ROOM

MAKEUP AREA

Level One Concept

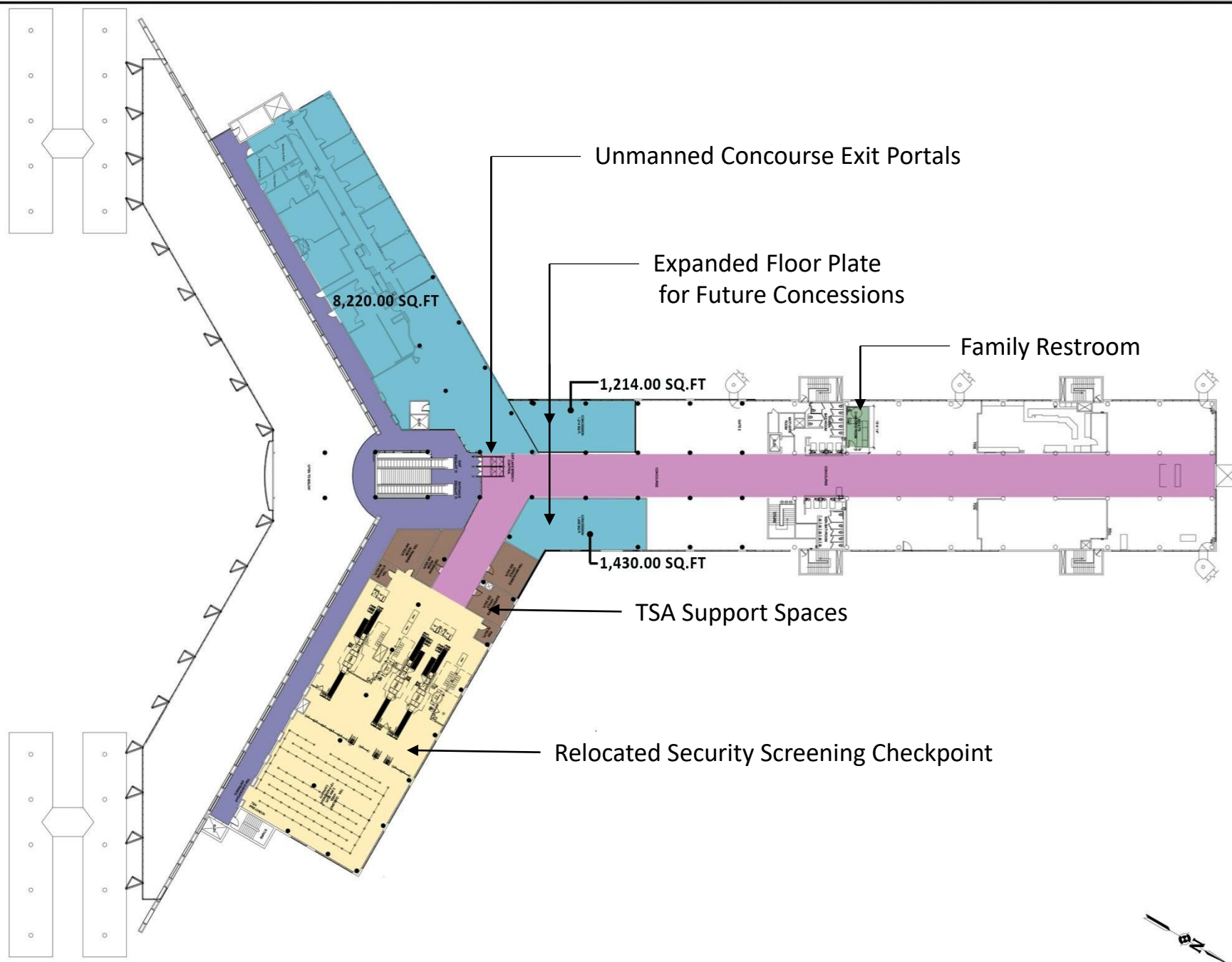
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**Roanoke Regional
Airport
Commission**

No.	Date	By	Description

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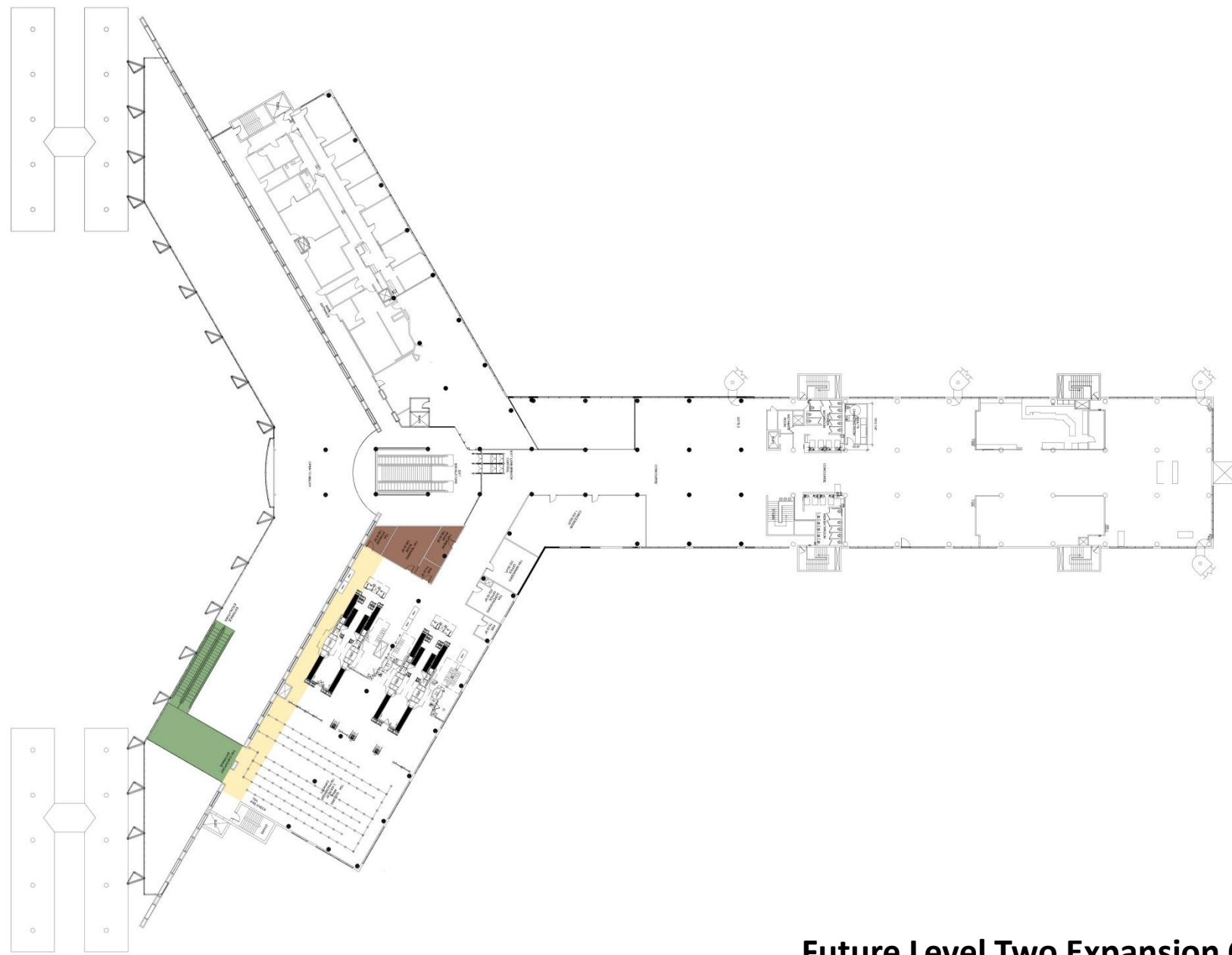


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Commission**

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Future Level Two Expansion Concept

1 FIRST FLOOR MAIN TERMINAL - PHASE 3
TSA CHECKPOINT CIRCULATION ENHANCEMENT SCALE: NTS

LEGEND

TSA SSCP

TSA OFFICE SPACES

SECURED CIRCULATION

NON-SECURED CIRCULATION

TSA ACCESS BRIDGE

Illustration East Wing & the Bridge

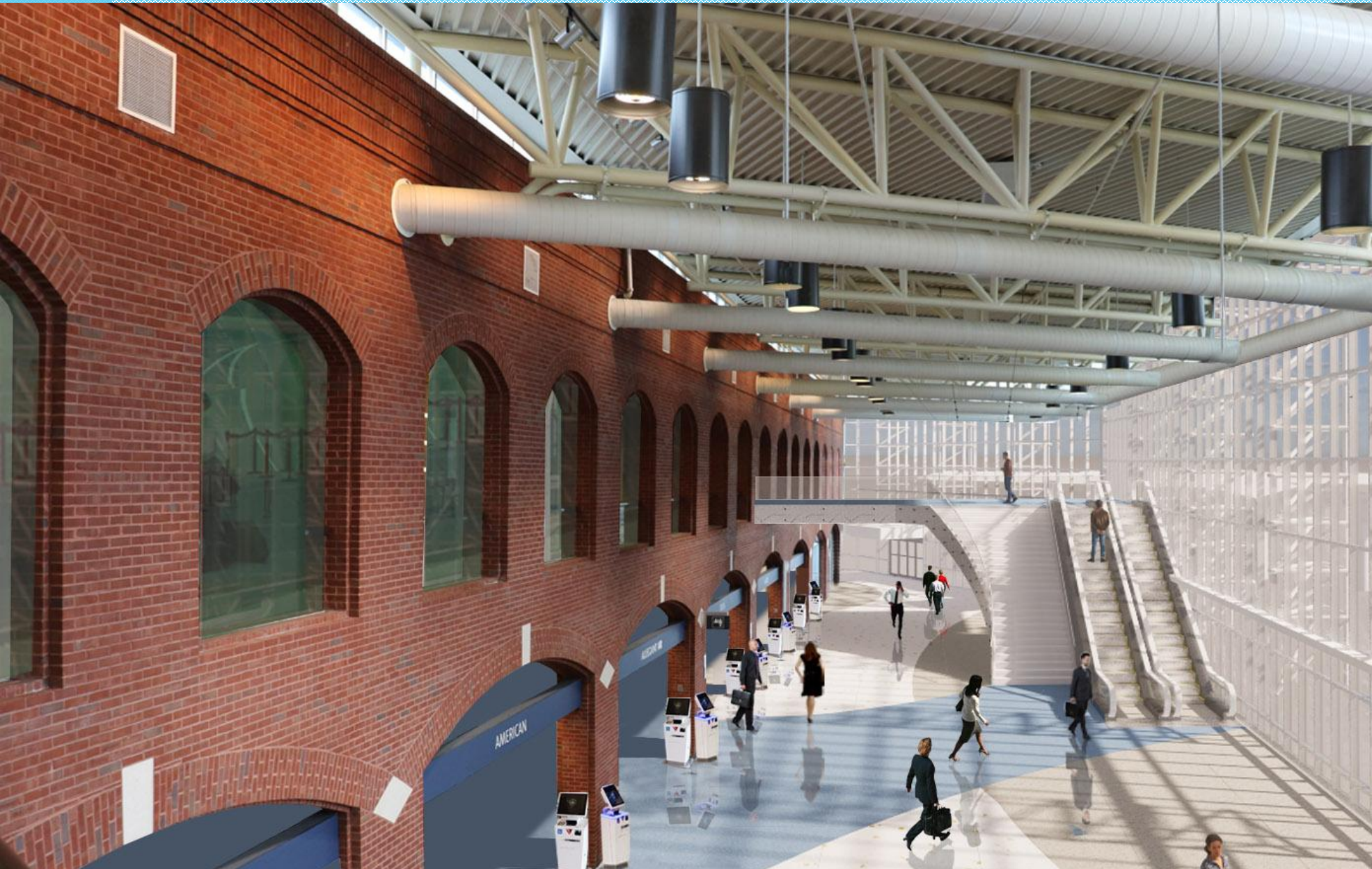


Illustration Approaching Airline Check-in



Illustration Approaching TSA Checkpoint



Illustration Inside TSA Checkpoint



Illustration Exit Portal

