



METROPOLITAN
KNOXVILLE
AIRPORT
AUTHORITY

Request for Qualifications

For

Architectural Professional Services

At

McGhee Tyson and Downtown Island Airports
Alcoa and Knoxville, TN

Issue Date:

August 8, 2021

Revised to include Addendum No. 1:

August 16, 2021

SOQ Due Date:

September 10, 2021

METROPOLITAN KNOXVILLE AIRPORT AUTHORITY
P.O. Box 15600
Knoxville, TN 37901
Phone: (865) 342-3001

**REQUEST FOR QUALIFICATIONS (RFQ)
METROPOLITAN KNOXVILLE AIRPORT AUTHORITY
Architectural Professional Services
Addendum No. 1
August 16, 2021**

ITEM NO. 1 – QUESTIONS RECEIVED

Question 1

Please explain the difference in the architectural services expected between the RFQ advertised on March 21, 2021 and the current one advertised on August 8, 2021. The one in March was for “Professional Airport Architectural, Engineering, and Planning Consultant Services” this RFQ is for “Professional Airport Architectural and Planning Consultant Services”.

Answer

The March 21 RFQ was for primarily airside engineering services where certain projects may require minimal architectural support. The currently advertised RFQ is for primarily architectural services related to both airside and landside projects.

Question 2

The RFQ states: “Projects may include airside/landside design, planning services, and construction related services”. Does this include Terminal projects?

Answer

Yes, terminal building projects may be included in the services requested.

ITEM NO. 2 – RFQ CHANGES/ADDITIONS

Revise: **Schedule for Selection and Award**
August 18 Final date for questions or clarifications submission
TO
August 25 Final date for questions or clarifications submission

Revise: **Explanation by Addendum Only**
All inquiries must be received prior to **4:30 PM Wednesday, August 18, 2021.**
TO
All inquiries must be received prior to **4:30 PM Wednesday, August 25, 2021.** All addendums will be posted to <https://flyknoxville.com/business-at-tys/>.

Insert the following after “Federal Aviation Administration Provisions” section:

Affirmative Action

To the extent the Selected Company engages in construction work as defined by 41 C.F.R. § 60-1.3, the following notice shall apply and the term "Contractor" shall mean the Selected Firm:

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

1. The Offeror’s or Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 6.6%

Goals for female participation in each trade: 6.9%

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

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the **Contractor shall make a good faith effort** to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Tennessee, Blount, Alcoa.

ITEM NO. 3 – RFQ EXHIBITS

Exhibits A and B added to RFQ.

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Notice

The Metropolitan Knoxville Airport Authority (MKAA) is requesting Statements of Qualifications (SOQ) from interested and qualified Consultants for Professional Airport Architectural and Planning Consultant Services at McGhee Tyson (TYS) and Downtown Island (DKX) Airports for the next five (5) years. Professional, technical, and advisory services are needed for projects identified in the Airport's capital improvement program.

Projects may include airside/landside design, planning services, and construction related services. A copy of the airport's current capital improvement program can be downloaded from

<https://flyknoxville.com/business-at-tys/>.

Schedule for Selection and Award

August 8	RFQ advertised
August 25	Final date for questions or clarifications submission
September 10	Statement of Qualifications due
September - October	Coordinate short list firm visits and presentations
November 1	Anticipated selection announcement

No-contact Policy

MKAA has imposed a no-contact policy on the selection process. The no-contact policy is intended to prohibit any potential proposer from engaging in any direct or indirect lobbying of any Board Member, MKAA staff member, other persons or organization that may be involved in this RFQ process. The no-contact policy is effective between the date this RFQ is issued and the date of the approval of the Agreement for Professional Services by the Board of Commissioners. Questions submitted in writing to the MKAA for clarifications of the information contained in this RFQ are not prohibited by this policy.

Title VI Solicitation Notice

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

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business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Reservations by MKAA

To the extent permitted by applicable law, MKAA reserves the right to (i) supplement, amend or otherwise modify the terms of this RFQ, (ii) reject any and all SOQ's, (iii) waive any informality in the RFQ process or parts thereof, (iv) re-solicit SOQ's, and (v) select more than one proposer as a result of the RFQ. MKAA does not guarantee that a firm will be selected to provide services as a result of the RFQ or that an agreement will be successfully consummated with the selected proposer.

Summary

Agreement

The Work will be governed by the MKAA's standard Professional Services Agreement (the "Agreement"), a copy of which is attached hereto as Exhibit A. Firms are advised to carefully read and review the Agreement as they prepare their SOQ's in response to this RFQ. MKAA reserves the right to revise the terms of the Agreement at any time during the RFQ process and to negotiate different terms with the selected firm.

Team

The purpose of this RFQ is the selection of an architectural consulting firm. Any potential sub-consultant teaming for specific projects will be established at the time those services are negotiated.

Explanation by Addendum Only

No interpretation of the meaning of any provision in this RFQ or the correction of any apparent ambiguity, inconsistency, error, or any other matter pertaining to this RFQ shall be made orally. Every request for interpretation or for additional information regarding this RFQ shall be made in writing, via email to Eric Williamson, Senior Airport Engineer, by e-mail at eric.williamson@tys.org with the subject line "**Architectural Professional Services RFQ**". All inquiries must be received prior to **4:30 PM Wednesday, August 25, 2021**. All addendums will be posted to <https://flyknoxville.com/business-at-tys/>.

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Evaluation Criteria

This qualification based selection process is in accordance with the FAA AC 150/5100-14E and the Tennessee Code Annotated Section 12-4-106. The consulting firm(s) will be selected based on the following five (5) criteria:

1. (25%) Demonstrated experience of the firm in providing similar services for comparable airport projects within previous ten (10) years; particularly Terminal ticket lobby and concourse expansion.

2. (25%) Identification of the project team that will be performing the Work including:

- Qualifications, certifications and other key credentials of each team member;
- Demonstrated experience of each team member on comparable airport projects;

The key personnel identified in this RFQ will be expected to remain assigned for the term of the agreement unless a substitution is agreed to by MKAA.

3. (20%) Describe the firm's experience in Program Management for multi-phase airport expansion programs.

4. (20%) Demonstrate through project experience the firm's ability to interact with other firms under contract to the MKAA and the ability to work closely and effectively with Federal, State and Local government agencies.

5. (10%) Success in including Disadvantaged Business Enterprises (DBE) in professional services contracts and experience in managing DBE participation in construction services contracts. (See 49 CFR, § 26.53)

Statement of Qualifications Content

The SOQ's shall be submitted as no more than fifty (50) 8.5" x 11.0" sized pages in an electronic format. Resumes shall be included in Appendix A. The SOQ's should contain only information relative to the Evaluation Criteria outlined above and must be kept in the same order given above. The maximum allowable fifty (50) page limit does not include Appendix A or formatting/organizing pages such as cover page, table of contents, and section dividers.

Submission Procedure

One (1) electronic copy of the SOQ's should be submitted to bids@tys.org with the subject: **Architectural Professional Services**. The submission must be received at

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the above email no later than **4:00 p.m. on Friday, September 10, 2021**. All submittals received after this time will be returned unopened and will not be considered. No overhead rate, fees, or any cost information should be identified as part of this submission.

Selection Procedure

After evaluation of the SOQ's, MKAA will short-list firms deemed to have best met the intent of the RFQ. These firms will be scheduled for separate half-day visits/tours of the airport facilities as well as interactions with staff regarding MKAA planning and project programming. MKAA will then coordinate with the firms for the appropriate amount of time needed for the firms to prepare a presentation for the selection committee. The final selection decision from MKAA will likely be within one week of the presentations to the selection committee.

Additional Information

MKAA reserves the right to cancel or modify the terms of this RFQ at any time. MKAA will provide the Respondents with written notice of cancellation or modification.

Contractual Requirements

Choice of Law

The laws of the State of Tennessee must govern the operation and enforceability of any Agreement resulting from this RFQ. Any action or legal proceeding arising out of or related to any Agreement resulting from this RFQ must be brought in the state courts of Knox County, Tennessee, or in the federal court in the district where the Airport is located.

Indemnification

MKAA will not agree to indemnify the selected firm in any Agreement resulting from this RFQ with respect to any matters.

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Confidentiality

MKAA cannot agree to confidentiality provisions in any Agreement resulting from this RFQ due to open records laws.

Federal Aviation Administration Provisions

The selected firm must agree to comply with Civil Rights provisions and any other applicable Federal Aviation Administration requirements in any Agreement resulting from this RFQ.

Affirmative Action

To the extent the Selected Company engages in construction work as defined by 41 C.F.R. § 60-1.3, the following notice shall apply and the term "Contractor" shall mean the Selected Firm:

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
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The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Tennessee, Blount, Alcoa.

Applicable Federal Provisions:

Any agreement will require compliance with the following stated orders and regulations.

TITLE 49 United States Code, CHAPTER 501 – Buy American Preferences

DOL Regulation 29 CFR Part 5 – Davis Bacon Act

DOT Regulation 49 CFR PART 29 – Government wide Debarment and Suspension and Government wide Requirements for Drug-free Workplace

DOT Regulation 49 CFR Part 26 Disadvantaged Business Enterprise Participation

DOT Regulation 49 CFR PART 30 - Denial of Public Works Contracts to Suppliers of Goods and Services of Countries that Deny Contracts to Suppliers of Goods and Services of Countries that Deny

Procurement Market Access to U.S. Contractors (Foreign Trade Restriction).

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Lobbying and Influencing Federal Employees - 31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J), 49 CFR part 20, Appendix A

Procurement of Recovered Materials – 2 CFR § 200.322, 40 CFR part 247, Solid Waste Disposal Act

Drug-Free Workplace Act of 1988 – 41 U.S.C. 702 through 706

DBE Program

Firms shall comply with the MKAA approved DBE Program (available at <https://flyknoxville.com/business-at-tys/#dbe>) to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts and shall not be discriminated against on the basis of race, color, national origin, disability, or sex in the award and performance of DOT assisted contracts or other contracts defined by the MKAA.

List of Exhibits and Drawings

- Exhibit A – Professional Services Agreement
- Exhibit B – Civil Rights Provisions

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EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, is made and entered into as of the _____ day of _____, 20__ by and between the METROPOLITAN KNOXVILLE AIRPORT AUTHORITY, a public corporation organized and existing under the laws of the State of Tennessee (the "Authority"), and _____, a _____, having offices at _____, _____, _____ (the "Consultant").

WITNESSETH:

WHEREAS, the Authority desires to obtain professional services for Airport development projects at the McGhee Tyson Airport and Knoxville Downtown Island Airport (the "Airport"); and

WHEREAS, as a result of a request for qualifications published by the Authority and a selection process, the Consultant has been selected and the Authority desires to employ the Consultant to furnish certain professional services for various projects to be determined in the future; and

WHEREAS, the parties desire to set forth the terms under which the Consultant shall provide such services.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the Authority and the Consultant agree as follows:

1. Scope of Engagement.

(a) The work contemplated by this Agreement is expected to consist of individual projects within the scope of the Consultant's area of expertise, and the Authority will identify each such specific project to the Consultant as needed. Upon identifying such a project, the parties will use their best efforts to develop jointly and agree upon a "Scope of Work" consisting of a description of the scope of basic services and any special services required for the specific project.

(b) Each such Scope of Work shall become a part of a work authorization based upon the form of Exhibit H hereto (each a "Work Authorization"), and each Work Authorization shall be attached hereto and incorporated herein by reference. The undertaking of a Scope of Work may be authorized in multiple Work Authorizations, covering different phases of such Scope of Work, such as programming phase, design and bidding phase, construction administration phase, post-construction support phase, and warranty phase. The issuance by the Authority of a Work Authorization for a phase of Scope of Work shall not require the Authority to issue Work Authorizations for subsequent phases.

(c) Upon the Authority's issuance of a written notice to proceed with a project pursuant to a Work Authorization, the Consultant will proceed to provide the services described in such Work Authorization.

(d) It is not the intent of the parties that this Agreement apply to all projects which may be initiated by the Authority, and the Authority expressly reserves the right to use a separate selection process to provide professional services for projects as it deems appropriate.

(e) The standard of care for all professional services performed by the Consultant and its subcontractors and subconsultants pursuant to this Agreement shall be the care and skill ordinarily used by members of such profession practicing under similar conditions at the same time for similar projects.

2. Responsibility of the Authority.

(a) The Authority shall designate a representative authorized to act on its behalf to identify individual projects and to negotiate the Scope of Work for each project. The Consultant acknowledges that such representative shall not have the authority to legally obligate the Authority except to the extent authorized by the Authority's bylaws and policies.

(b) The Authority shall make available for the Consultant's use all record drawings, maps and information as to unusual conditions affecting the Consultant's services that are related to the individual project and readily available to the Authority. Unless the Consultant is aware of the inaccuracy of any information contained therein, the Consultant shall be entitled to use and rely upon the accuracy, reliability and completeness of any such documents and information provided by the Authority or its employees, agents, officers, or consultants in conjunction with the Consultant's performance of services pursuant to this Agreement.

3. Payments to the Consultant.

(a) The Authority agrees to pay the Consultant as compensation for its services performed under this Agreement, and pursuant to an executed Work Authorization, the consideration set forth in such Work Authorization.

(b) Compensation for Services.

(i) Basic Services. Compensation for basic services under a Work Authorization may be paid based upon any of the following methods: (i) an hourly basis utilizing the hourly rates, (ii) a lump sum amount (when the Authority and the Consultant *can* fully define the scope, complexity, character and duration of effort at the time negotiations take place), (iii) a cost plus fixed fee basis (when the Authority and Consultant *cannot* fully define the scope, complexity, character or duration of effort at the time negotiations take place), or (iv) a combination of any of the above methods. The payment method shall be agreed upon by the parties and set forth in the applicable Work Authorization. The Consultant's current standard hourly billing rates are reflected in Exhibit B attached hereto and will be in effect through December 31 of each calendar year with no changes to rates. The Consultant may request an increase in its standard hourly billing rates by submitting an updated Exhibit B by December 1 in any year for consideration of and, if approved, written approval by the Authority, which increased rates would go into effect as of January 1 of the following calendar year, and if the Authority does not approve any such increase, the Consultant shall not be required to thereafter enter into any Work Authorization based upon the standard hourly rates. For project to be undertaken based upon a cost plus fixed fee basis, the Consultant will provide the Authority with a fixed fee worksheet for review and approval before executing a Work Authorization for such project.

(ii) General Services. The Authority may also request that the Consultant provide general consultant services not related to a specific project, and in such event, the parties shall negotiate the terms of a Work Authorization relating to such general services prior to the Consultant's commencement of said services, including which payment method in Section 3(b)(i) above is to be applied.

(iii) Maximum Fee. Each Work Authorization shall include a stated maximum amount payable by the Authority thereunder.

(c) Compensation for Special Services. The Authority will pay the Consultant for special services performed by subcontractors or subconsultants under approved subcontracts which may be included in a lump sum amount or at the actual invoice amount plus a percentage (not to exceed 15%) administrative charge as is negotiated in the applicable Work Authorization. The scope and cost of such subcontract work must be approved in advance by the Authority. For special services performed by employees of the Consultant, compensation shall be based on the applicable Work Authorization.

(d) Reimbursable Expenses: Reimbursable expenses are defined and shall be paid as follows:

(i) Travel expenses, including meals and incidental expenses, incurred by the Consultant's personnel engaged in work required by any Work Authorization when traveling in connection with the project outside the Knoxville area when authorized by the Authority will be considered a reimbursable expense. Travel expenses, including meals and incidental expenses, shall be reimbursed in accordance with the current United States General Service Administration (the "GSA") per diem rates as published by the GSA from time to time.

(ii) Reproduction expenses for drawings and design documents and overnight delivery expenses applicable to the project will be considered reimbursable expenses and shall be paid at actual cost without added mark-up or overhead.

(e) Terms and Conditions. The compensation described above is based upon the following conditions:

(i) Time charged to the project by the Consultant's personnel will include only the time that the applicable employees are engaged in actual work on the project at the Consultant's office and at the site of the project.

(ii) Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the project.

(iii) Charges will not be made to the project during periods of sickness, vacation or at any other times when personnel are not gainfully employed on the project.

(f) Invoices shall be submitted at monthly intervals to the Authority along with any required backup documentation per the compensation method provided in the applicable Work Authorization. Payment shall be due and payable within thirty (30) days after approval by the Authority. In the event the Authority has an objection to all or a portion of an invoice, it will convey the objection to

the Consultant promptly, and will proceed to pay the portion of the invoice to which it has no objection pending resolution of its objection.

4. Term and Termination.

(a) The term of this Agreement shall commence on the date hereof and expire at the end of thirty-six (36) months thereafter. The term hereof shall be automatically extended for two additional periods of one (1) year each (each an "Extended Term"), unless by written notice delivered thirty (30) days prior to the commencement of the first Extended Term, or, if applicable, the second Extended Term, either party shall notify the other of the intention not to renew.

(b) For any Work Authorization that is authorized and executed prior to the expiration of the original term, or Extended Term(s) of this Agreement, the Consultant shall provide services through completion as described in the Scope of Work with all terms of this Agreement in effect until the completion of such Work Authorization.

(c) This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to substantially perform in accordance with the terms hereof through no fault of the party initiating the termination. In the event of termination for such default, the Consultant shall cease work under this Agreement as of the date of the notice of termination and shall be paid for services rendered to the time of termination, adjusted by the extent of additional costs, if any, incurred by the Authority as a result of the Consultant's default.

(d) A Work Authorization may be terminated or suspended by the Authority in the event it chooses to abandon or indefinitely postpone the project that is the subject of the Work Authorization prior to the completion of the work related to that project. In the event of such a termination, the Authority shall give seven (7) days written notice to the Consultant of its decision to abandon or postpone the individual project and the Consultant shall stop all work on the project as of the date of the notice. The Authority shall pay the Consultant for services rendered to the time of abandonment, suspension or indefinite postponement, but no amount shall be allowed for anticipated profit on unperformed services. If the Consultant is undertaking a Work Authorization based upon a fixed fee, the payment shall be based upon the Authority's determination as to the percentage of the Work Authorization performed.

(e) This Agreement may also be terminated entirely by the Authority, for its convenience, upon sixty (60) days' prior written notice to the Consultant, which shall discontinue all work under this Agreement upon receipt of such notice. The Authority shall pay the Consultant for services rendered to the date of termination as well as its reasonable costs of terminating its work under the Agreement, but no amount shall be allowed for anticipated profit on unperformed services. If the Consultant is undertaking a Work Authorization based upon a fixed fee, the payment shall be based upon the Authority's determination as to the percentage of the Work Authorization performed.

(f) The Consultant shall deliver to the Authority any and all work product produced by it prior to any termination as above recited.

5. Ownership of Documents.

(a) All work product prepared by the Consultant pursuant to this Agreement, including but not limited to data, reports, drawings, specifications, estimates, designs, calculations, tracings, maps, studies, photographs, models, summaries and recommendations, shall become and be the property of the Authority and not of the Consultant and shall be delivered to the Authority upon its request, or in all events upon the cessation of this Agreement, whether by expiration, termination or otherwise. The Consultant may retain copies, including reproducible copies, of such work product as part of its record of professional activity.

(b) All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are intended for use only with respect to the project for which such documents are prepared and are not intended or represented to be suitable for reuse by the Authority for any other project. Any reuse without written verification by the Consultant will be at the Authority's sole risk and without liability or legal exposure to the Consultant. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Authority and the Consultant. Notwithstanding these provisions, the Authority shall be provided data and drawings as addressed in the Airport Design Guidelines adopted by the Authority.

(c) All rights to inventions and materials generated under this Agreement may be subject to rules or regulations to the extent applicable, issued by the Federal Aviation Administration (the "FAA"), the Tennessee Department of Transportation Aeronautics Division (the "TDOTAD") and the Authority, and to the extent applicable, such rules or regulations shall take precedence over the terms of this Agreement.

6. Assignment. The Consultant acknowledges that its services are unique and personal and its rights under this Agreement may not be assigned or its duties or obligation delegated without the express written consent of the Authority. Any contract by the Consultant with a subcontractor or subconsultant approved in a Work Authorization shall be deemed a permitted delegation under this Agreement, but the Consultant shall remain primarily responsible for performance of any such subcontractor or subconsultant.

7. Covenant Against Contingent Fees. The Consultant warrants that it has neither employed nor retained any person or company other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that it has not paid nor agreed to pay any company or person other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

8. Additional Services. No services shall be provided by the Consultant under this Agreement unless such services are provided under a duly executed Work Authorization by both parties. It is mutually understood and agreed that the Authority, subject to the limitations of Section 3(b) hereof, will compensate the Consultant for services resulting from significant changes in general scope of the Work Authorization project or its design, including but not necessarily limited to, changes in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract

documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the Consultant's control and when requested or authorized by the Authority. Compensation for such additional work when authorized by the Authority shall be reflected in a new Work Authorization.

9. Jurisdiction and Venue. This Agreement has been executed by, delivered to and accepted by the Authority in the State of Tennessee, and the provisions hereof shall be governed by the laws of Tennessee, and any disputes arising out of or related to this Agreement shall be resolved in accordance with said laws. The parties agree that any action or legal proceeding arising out of or related to this Agreement shall be brought in the state courts of Knox County, Tennessee, or in the federal court in the district where the Airport is located, and the parties hereby consent to and waive any objection to jurisdiction or venue in said courts.

10. Non-Binding Mediation. The Authority and the Consultant agree to engage in nonbinding mediation in an effort to resolve any disputes that arise hereunder. Engaging in mediation shall not be a condition precedent to either party's right to institute legal action on its claims. The parties may engage in nonbinding mediation either before or after litigation is commenced, provided, however, that in no event shall the request for mediation be made after the claim or dispute would be barred by the applicable statute of limitations.

11. Notices. Notices to the parties under this Agreement shall be sufficient if delivered by overnight delivery by a nationally recognized courier or sent by registered mail, postage prepaid, addressed to:

Metropolitan Knoxville Airport Authority
Attn: Vice President of Engineering and Planning
McGhee Tyson Airport
2055 Alcoa Highway
Alcoa, Tennessee 37701

or to such other address or person as the Authority may from time to time designate in writing. All notices and payments required to be given or made by the Authority to the Consultant pursuant to this Agreement shall be given or made at the following address:

or at such other address as the Consultant may from time to time designate in writing.

12. Headings. The headings of the several sections of this Agreement are inserted as a matter of convenience and for reference, and they in no way define, limit or describe the scope or intent of any

provision hereof., nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction of such terms and provisions.

13. Indemnification.

(a) The Consultant agrees to indemnify and hold harmless the Authority and its commissioners, officers and employees from and against claims, actions or demands by a third party for damages, injuries and losses to persons and property, including but not limited to death of any person and loss of the use of any property to the extent caused by any negligent activity, error or omission of the Consultant or any agent, employee, licensee, subcontractor or subconsultant of the Consultant. Further, the Consultant agrees to indemnify and hold harmless the Authority and its commissioners, officers and employees from and against loss, liability and damages to the extent losses and damages are caused by the negligence of Consultant in performance of the Consultant's services related to the terms, conditions or other provisions of this Agreement.

(b) The Consultant agrees to indemnify and hold harmless the Authority and its commissioners, officers and employees, except in the case of the Authority's negligence or intentional misconduct, from and against claims, actions or demands for compensation allowed against it or them under any worker's compensation law arising out of injuries sustained or claimed to have been sustained by any employee of the Consultant to the extent such claim, action or demand is covered by worker's compensation insurance required hereby or would be covered if the Consultant fails to maintain such worker's compensation insurance required hereby.

(c) The Consultant's obligations to indemnify and hold harmless the Authority, its commissioners, officers and employees, as set forth herein, shall include reimbursement of reasonable attorney's fees, defense costs and investigation expenses incurred by the Authority, but only to the extent losses and damages are caused by the negligent acts, errors or omissions of the Consultant.

(d) The Consultant shall give the Authority prompt and timely notice of any claims made or suits initiated which in any way directly or indirectly, contingently or otherwise, affect or might affect the Authority, and each party shall have the right to compromise and defend the same to the extent of its own interest.

(e) In addition to the foregoing, if the alleged damage, injury or loss is of a nature that, if proven, would be covered by the commercial general liability insurance or would be covered if the Consultant fails to maintain such commercial general liability insurance required hereby, as opposed to professional liability insurance, then the Consultant's indemnification obligation under this Section 14 also includes an obligation to defend the Authority against claims, actions and demands arising in connection with the alleged damage, injury or loss.

14. Insurance. The Consultant shall secure and maintain in force or cause to be secured and maintained in force during the life of this Agreement the following policies of insurance:

(a) Commercial general liability insurance to protect the Consultant in performing the work covered by this Agreement from claims for injury to persons, including wrongful death, and for

damage to property which may arise from activities undertaken under this Agreement, whether such activities be by the Consultant or by any employee, subconsultant, subcontractor or agent of the Consultant, or by anyone directly or indirectly employed by either the Consultant or any subcontractor, subconsultant or agent. Such policy shall afford coverage for contractual liability on a broad form basis or contractual liability specifically covering this Agreement between the Consultant and the Authority and shall name as additional insureds the Authority, its commissioners, officers and employees, all with the right of notice in the policy. Such policy shall provide coverage in an amount not less than One Million Dollars (\$1,000,000.00) for injury to persons and damage to property, shall cover owned and non-owned automobiles, and shall provide automobile liability insurance coverage of not less than One Million Dollars (\$1,000,000.00) for injury to persons and damage to property.

(b) The Consultant shall provide evidence of professional liability insurance with limits of not less than One Million Dollars (\$1,000,000.00).

(c) The Consultant shall carry worker's compensation insurance as required by the law of the State of Tennessee.

(d) The Consultant shall require its subcontractors and subconsultants to comply with the same insurance requirements required of the Consultant by the Authority unless waived in writing by the Authority.

(e) The Consultant shall provide certificates of insurance evidencing the Consultant's compliance with the requirements of this section, including certificates of insurance evidencing a renewal of such policies of insurance as expire during the term hereof. To the extent legally available, these certificates shall contain a provision that coverages afforded under the policies will not be reduced, cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Authority. Certificates evidencing coverage under blanket coverage maintained by the Consultant will be acceptable to the Authority, provided that such certificates are expressly endorsed to include coverage as required by the terms hereof and to include coverage of the Authority, its commissioners, officers and employees, and provided further that the insuring entity is satisfactory to the Authority. Such certificates shall contain and provide such additional information and provisions as may be requested by the Authority from time to time. The Authority in its discretion may modify or waive any of the foregoing insurance requirements.

(f) The insurance limits and types of coverage set forth in this Section 14 are minimum requirements, and the Authority, in its sole discretion, may increase or modify such limits and coverage based on the scope of a particular Work Authorization, provided that the Consultant shall not be required to execute such a Work Authorization if it is not able to comply with such additional insurance requirements.

15. Incorporation of Regulations. The Consultant agrees to incorporate into and make a part of this Agreement by reference or, at the option of the Authority by setting forth at length, any and all statutes, rules and regulations, the incorporation of which may be required by the FAA, TDOTDA or other

governmental agency, or the incorporation of which may be a prerequisite to or condition of the Authority's receiving any federal or state grant or loan or other governmental assistance in connection with the Airport.

16. General Civil Rights Provision. The Consultant shall agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to the legal obligations of the Consultant under Title VI of the Civil Rights Act of 1964.

The Consultant, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination acts and authorities, as they may be amended from time to time and to the extent to they apply to the services to be provided by the Consultant to the Authority:

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq. (prohibiting 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 U.S.C. § 4601 (prohibiting 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 U.S.C. § 794 et seq. (prohibiting discrimination on the basis of disability), and 49 CFR part 27;
- the Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq. (prohibiting discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, 49 USC § 47123, (prohibiting discrimination based on race, creed, color, national origin, or sex);
- the Civil Rights Restoration Act of 1987, Pub.L 100-209, (broadening 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, subrecipients, 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 U.S.C. §§ 12131 – 12189, as implemented by 49 CFR parts 37 and 38 (prohibiting 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);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination 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, 70 Fed. Reg. at 74087 – 74100 (defining national origin discrimination to include discrimination because of limited English proficiency); and
- Title IX of the Education Amendments of 1972, 20 U.S.C. 1681 et seq. (prohibiting discrimination because of sex in education programs or activities).

17. Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Consultant agrees as follows:

(a) Compliance with Regulations: The Consultant will comply with the "Title VI List of Pertinent Nondiscrimination Acts and Authorities," identified by the federal government, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

(b) Nondiscrimination: The Consultant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors or subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the above referenced Title VI List of 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.

(c) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor, subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Title VI List of Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(d) Information and Reports: The Consultant will provide all information and reports required by the Title VI List of Nondiscrimination Acts and Authorities, 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 Authority or the FAA to be pertinent to ascertain compliance with such Title VI List of Nondiscrimination Acts and Authorities and directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the non-discrimination provisions of this Agreement, the Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(i) Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or

(ii) Cancelling, terminating, or suspending this Agreement, in whole or in part.

(f) **Incorporation of Provisions:** The Consultant will include the provisions of clauses (a) through (e) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Title VI list of Nondiscrimination Acts and Authorities and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, subconsultant or supplier because of such direction, the Consultant may request the Authority to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

18. **Disadvantaged Business Enterprise.** It is the policy of the Authority that Disadvantaged Business Enterprises (the "DBEs") will have an equal opportunity to participate in the performance of contracts issued by the Authority. Work authorizations issued under this agreement are not required to comply with the Authority DBE program if no federal funds are to be utilized to pay compensation under this Agreement, but program participation in accordance with the Authority's small business program, including DBE programs, is highly encouraged. Each Work Authorization will include a stated percentage of anticipated DBE participation and an associated DBE reporting form that must be submitted with each invoice.

19. **No Personal Liability.** No elected official, commissioner, officer, agent or employee of the Authority shall be charged personally or held individually contractually liable by or to the Consultant under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

20. **Debarment and Suspension.** The Consultant certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subconsultants, subcontractors and their respective principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

(b) have not within a three (3) year period preceding this Agreement been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

(d) have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

The Consultant shall provide immediate written notice to TDOTDA if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals or its subconsultants or subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of clauses (a) through (d) above.

21. Licensure. The Consultant certifies that it is licensed pursuant to all applicable federal, state, and local laws, ordinances, rules and regulation to perform the services to be provided hereunder. Upon the request of the Authority, the Consultant shall provide proof of such licenses.

22. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, et seq., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Agreement. The Consultant certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

The Consultant shall be responsible for requiring that the foregoing certifications, warranties and assurances are contained in each subcontract entered into by Consultant to perform under this Agreement.

23. Concerns of the State. The Consultant warrants that no part of the compensation provided for herein shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation or gifts in exchange for services as officer, agent, employee, subcontractor or subconsultant to the Consultant in connection with any work contemplated or performed relative to this project. The Consultant further warrants that it is not presently, nor will it be at any time related to this project be debarred or otherwise prohibited from doing business with the State of Tennessee.

24. Responsibilities of the Consultant.

(a) The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, cost estimates and other services.

(b) Approval by the Authority, the FAA or TDOTDA of drawings, designs, specifications, reports, cost estimates and incidental engineering work or materials furnished hereunder shall not in any way relieve the Consultant of its responsibility for the technical adequacy of its work.

(c) The Consultant shall be and remain liable in accordance with applicable law for all damages to the Authority caused by the Consultant's negligent performance of any of the services furnished under this Agreement, except to the extent provided in Section 2(b).

(d) The Consultant shall not be responsible for any time delays in the project caused by the loss or destruction of any portion of the project including, but not limited to, fire, theft, smoke, storm, vandalism, sudden or accidental damage from irregularities in electrical current, or any circumstances beyond the Consultant's control.

(e) The Consultant's work product shall comply with the Authority's published Design Guidelines and Supplemental Guidelines for McGhee Tyson Airport and Knoxville Downtown Island Airport.

(f) Any violation or breach of the terms of this Agreement on the part of the Consultant or its subcontractors or subconsultants may result in suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

(g) An organizational chart showing the primary employees to provide services under this Agreement is attached hereto as Exhibit A and shall be updated from time to time with the consent of the Authority.

25. Relation to Construction Work. The Consultant shall not be responsible for the actual construction of any project undertaken pursuant to plans or drawings prepared by the Consultant to a Work Authorization, and the Consultant shall not be responsible for the acts or omissions of any construction contractor for any safety precautions, programs or enforcement undertaken by such contractor or for the construction means, methods, techniques, sequences and procedures employed by the Consultant, provided, however, this Section shall not be construed to remove or reduce the standard of care of Consultant in performing any construction administration work or similar oversight work pursuant to a Work Authorization.

26. Exhibits Incorporated. All exhibits to this Agreement are incorporated herein by reference. Exhibits are as follows:

Exhibit A - Agreement Organizational Chart

Exhibit B - Consultant Hourly Rate Schedule

Exhibit C - General Provisions for Program Management, Planning and General Consulting Services

Exhibit D - General Provisions for Environmental Services

Exhibit E - General Provisions for Engineering Services

Exhibit F - General Provisions for Architectural Design Services

Exhibit G - Duties, Responsibilities, and Limitations of Authority of Resident Project

Representative

Exhibit H - Work Authorization Form

Exhibit I - Airport Design Guidelines

Exhibit J - Airport Supplemental Design Guidelines

Exhibit K - On-Site Charrettes for Planning, Programming and Schematic Design Phases

Exhibit L - Mandatory Federal Aviation Administration Provisions

Exhibit M – Mandatory Tennessee Department of Transportation – Aeronautics Division

Provisions

27. Entire Contract. The foregoing, together with the Work Authorizations issued hereunder, constitutes the entire Agreement between the parties, and no amendment thereto shall be effective unless made in writing and signed by both parties.

28. Mandatory Federal Aviation Administration Provisions. Work Authorizations issued under this Agreement may be funded in part by a grant from FAA, which requires as a condition of the award of the grant that certain provisions be included in the Agreement. With respect to any Work Authorization so funded, the Consultant, for itself, its assignees, and successors in interest, agrees to comply with the applicable subset of the contract provisions required by FAA, set forth in Exhibit L attached hereto. The applicable subset of the contract provisions will be indicated in each individual Work Authorization. The Consultant shall also be responsible for requiring that such requirements are contained in each subcontract under such Work Authorization.

29. Mandatory Tennessee Department of Transportation – Aeronautics Division Provisions. Work Authorizations issued under this Agreement may be funded in part by a grant from TDOTDA, which requires as a condition of the award of the grant that certain provisions be included in the Agreement. With respect to any Work Authorization so funded, the Consultant, for itself, its assignees, and successors in interest, agrees to comply with the contract provisions required by TDOTDA, set forth in Exhibit M attached hereto. The Consultant shall also be responsible for requiring that such requirements are contained in each subcontract under such Work Authorization.

30. Interpretation of Agreement. In interpreting this Agreement, the parties agree that the FAA's Advisory Circular 150/5100-14E, as amended or updated from time to time, shall be used to interpret terms used in this Agreement that are not otherwise defined, including, but not limited to, the scope of basic and special services, regardless of whether funds provided by the FAA will be used by the Authority to pay for any services provided by the Consultant pursuant to this Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or principals on the day and year first above written.

ATTEST:

METROPOLITAN KNOXVILLE
AIRPORT AUTHORITY:

By: _____

Its: _____

APPROVED AS TO FORM
AND LEGALITY:

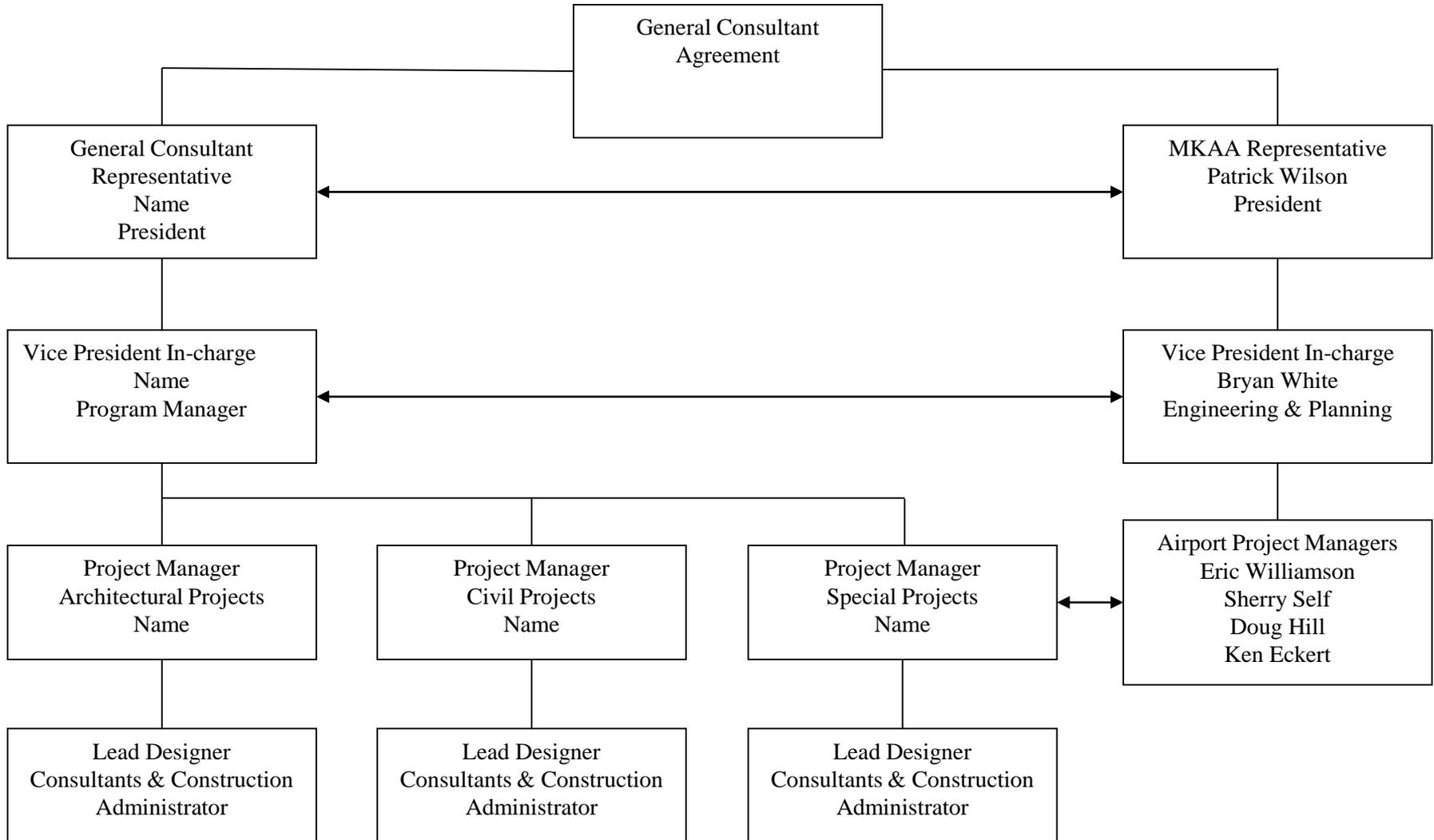
Legal Counsel

By: _____

Its: _____

29487888.6

EXHIBIT A
GENERAL CONSULTANT AGREEMENT ORGANIZATIONAL CHART



Note: Project Managers and Project Team Members to be identified in each Project Work Authorization.

EXHIBIT B

CONSULTANT'S 20XX HOURLY RATE SCHEDULE

EXHIBIT C

GENERAL PROVISIONS FOR PROGRAM MANAGEMENT, PLANNING AND GENERAL CONSULTING SERVICES

This is an exhibit attached to and made a part of the Agreement between the Owner and the Consultant for professional consulting services. For elements of the Project described in the referenced Agreement, the Consultant shall perform professional services in accordance with acceptable architectural, engineering and surveying practices. The Consultant's Program Manager shall coordinate with the Owner's Vice President of Engineering and Planning and/or Operations for the services to be provided under each Work Authorization assignment. The Consultant's Project Managers and the Owner's Project Managers will coordinate and be involved as assigned. These services shall be the limits of the Consultant's responsibility under this Agreement.

These General Provisions set forth the general requirements for the performance of the various services for Program Management, Planning, and General Consulting required under the Agreement. The Consultant under each duly executed Work Authorization shall perform the scope of work required by such Authorization, and unless requirements to the contrary are specifically prescribed therein, shall perform the required services in accordance with the following requirements which require the Owner's written approval after specific phases of the services is completed and submitted to the Owner for review.

SECTION I - PROGRAM MANAGEMENT, PLANNING AND GENERAL CONSULTING SERVICES

A. Program Management Services

The services for Program Management respond to the complexities resulting from multiple project, multi-discipline, and long-range programs. Typical Program Management Services will include:

1. Project planning, programming and estimating;
2. Project coordination;
3. Master program scheduling;
4. Consultant/subconsultant coordination;
5. Funding and financial coordination assistance;
6. Meeting preparation and documentation;
7. Technical assistance; and,
8. Monthly status reports addressing all active Work Authorizations.

Specific Program Management Services will be reviewed in advance with the Owner and set forth in each Work Authorization or the Owner may choose to issue a separate Work Authorization for Program Management Services. FAA approval of scope will be obtained for FAA funded items and tasks.

B. Planning Services

Services for Planning Projects will be reviewed in advance with the Owner and set forth in each Work Authorization. FAA approval of scope will be obtained for FAA funded items and tasks.

All Project Planning work shall follow Airport Design Guidelines (Exhibit "I") and Supplemental Design Guidelines (Exhibit "J") and will include providing analyses of the Owner's needs and programming the requirements of the Project. Planning of long range (approximately 2 years) Projects will include site analysis (possible site selection), programming, conceptual design studies, order of magnitude construction cost estimate with up to 30% contingency and anticipated design and construction schedules. Consultant shall further assist the Owner with the preparation of an overall Project budget that addresses all anticipated Project costs. Prior to the Owner's preparation of Project grant applications, the Consultant may be tasked to update prior planning reports completed approximately 2 years earlier.

C. General Consulting Services

The General Consulting Services to be provided under this section are undefined, general in nature, and only required periodically by the Owner. Typical services anticipated might include:

1. Presentation preparation;
2. Coordination of meetings with local, state, and federal officials;
3. Site visits;
4. Facility inspection;
5. Obstruction surveys;
6. Property surveys; and,
7. Other services requested by the Owner that are not otherwise directly associated with a current Project.

At the written request of the Owner, the Consultant shall accomplish such other services as required by the Owner to complete the Project. At the option of the Owner, services may be provided by the Owner through contracts with other professionals or may be provided by the Consultant. When the Consultant is requested to provide such services, they may be provided by the Consultant's own forces or through subcontracts with other professionals. However, contracts with other professionals for such services must have the approval of the Owner before the work is initiated. (Owner's approval of Consultant's Work Authorization listing subconsultants and subconsultant fees will be considered approval of subconsultant's contract.) Services which may be requested include, but are not necessarily limited to the following:

1. Soils and materials investigations including test borings, laboratory testing of soils and materials, and related analyses and recommendations;
2. Reproduction of additional copies of reports and other documents above the specified

number described in each Work Authorization;

3. The accomplishment of special surveys and investigations, such as aerial photography and mapping, and the preparation of special reports and drawings as may be requested or authorized in writing by the Owner in connection with the Project;
4. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps;
5. Site selection studies for location of specific Projects.

The amount of compensation and method of payment will be established when each Program Management, Planning, or General Consulting Services Work Authorization is developed and presented for approval.

EXHIBIT D

GENERAL PROVISIONS FOR ENVIRONMENTAL SERVICES

This is an exhibit attached to and made a part of the Agreement between the Owner and the Consultant for professional consulting services. For elements of the Project described in the referenced Agreement which are primarily environmental projects, the Consultant shall perform professional services as hereinafter described, which shall include customary environmental services. The Consultant's Program Manager shall coordinate with the Owner's Vice President of Engineering and Planning and/or Operations for the services to be provided under each Work Authorization assignment. The Consultant's Project Managers and the Owner's Project Managers will coordinate and be involved as assigned. These services, when performed in accordance with acceptable engineering practices, and the Airport's Design Guidelines (Exhibit "I") and Airport Supplemental Design Guidelines (Exhibit "J"), shall be the limits of the Consultant's responsibility under this Agreement.

These General Provisions set forth the general requirements for the performance of the various services for environmental projects required under the Agreement. The Consultant under each duly executed Work Authorization shall perform work required to accomplish the intent of such Work Authorization, and unless otherwise specifically prescribed therein, shall perform the required services in accordance with the following requirements which require the Owner's written approval after specific phases of the services are completed and submitted to the Owner for review.

SECTION I – BASIC SERVICES

A. Environmental Basic Services

These shall be the services necessary to maintain Airport Authority compliance with all federal, state, and local codes and, as a minimum, shall include the following:

1. Stormwater Pollution Prevention Plan (SWPPP) creation and updating for TYS and DKX;
2. Spill Prevention Control and Countermeasures (SPCC) plan creation and updating for TYS and DKX;
3. Air Regulation Compliance for TYS and DKX;
4. Performance of inspections in compliance with SWPPP/SPCC plans for MKAA and tenant facilities at both TYS and DKX;
5. Annual training for MKAA and tenant personnel as required in SWPPP/SPCC plans at TYS and DKX;

6. Annual Environmental Audit for TYS and DKX;
7. Underground Storage Tank (UST) Management Plan creation and updating for TYS and DKX.

SECTION II – SPECIAL SERVICES

A. Services Requiring Authorization in Advance

If authorized in writing by Owner, Consultant shall accomplish such Special Services of the following types which are not considered normal or customary Basic Services except where specifically provided for otherwise in this document or the Work Authorizations. At Owner's option, services may be provided by the Owner through direct contracts with other professionals or may be provided by the Consultant. When the Consultant is requested to provide Special Services, such services may be provided by the Consultant's own forces or through subcontracts with other professionals; however, contracts with other professionals for Special Services must have the approval of the Owner before the work is initiated (Owner approval of Consultant's Work Authorization listing subconsultants and subconsultant fees will be considered approval of subconsultant's contract.) Special Services will be paid for by Owner as indicated in each Work Authorization in addition to the compensation for Basic Services described herein.

1. Advisory role for environmental issues within other projects, Airport Authority Operations, or Airport Authority lease negotiations;
2. Consultation and coordination on environmentally sensitive events such as aircraft incidents or material spills;
3. Special environmental studies including biotic studies, historical and archeological studies, noise studies and other related work;
4. Soils and materials investigations including test borings, laboratory testing of soils and materials, and related analyses and recommendations;
5. GIS integration of environmental data with Airport Authority GIS database;
6. Reproduction of additional copies of reports and other documents above the specified number described in each Work Authorization.

EXHIBIT E

GENERAL PROVISIONS FOR ENGINEERING SERVICES

This is an exhibit attached to and made a part of the Agreement between the Owner and the Consultant for professional consulting services. For elements of the Project described in the referenced Agreement which are primarily engineering projects, the Consultant shall perform professional services as hereinafter described, which shall include customary civil, structural, mechanical, and electrical engineering services. The Consultant's Program Manager shall coordinate with the Owner's Vice President of Engineering and Planning and/or Operations for the services to be provided under each Work Authorization assignment. The Consultant's Project Managers and the Owner's Project Managers will coordinate and be involved as assigned. These services, when performed in accordance with acceptable engineering practices, and the Airport's Design Guidelines (Exhibit "I") and Airport Supplemental Design Guidelines (Exhibit "J"), shall be the limits of the Consultant's responsibility under this Agreement.

These General Provisions set forth the general requirements for the performance of the various services for development projects required under the Agreement. The Consultant under each duly executed Work Authorization shall perform work required to accomplish the intent of such Work Authorization, and unless otherwise specifically prescribed therein, shall perform the required services in accordance with the following requirements which require the Owner's written approval after specific phases of the services are completed and submitted to the Owner for review.

SECTION I - BASIC SERVICES

A. Basic Engineering Services will generally be completed in seven (7) phases:

1. Programming Phase (requires Owner's review and written approval);
2. Schematic Design Phase (requires Owner's review and written approval);
3. Design Development Phase (requires Owner's review and comment);
4. Construction Documents Phase (requires Owner's review and comment);
5. Bidding Phase (requires Owner's review and authorization);
6. Construction Phase; and
7. Post Construction Support and One Year Warranty Phase.

The general types of services to be performed in each phase are described herein. However, typical services may be changed or deleted as required for each Project. Additional services may be added as mutually agreed upon between Owner and Consultant. Such additions, changes, or deletions will be outlined in each Work Authorization.

B. Programming Phase

This phase involves those activities required for defining the scope of a Project and establishing preliminary requirements. Items of work for this phase of a Project include:

1. Prepare Project Program Document as outlined in the Airport's Design Guidelines (Exhibit "I") and Airport Supplemental Design Guidelines (Exhibit "J).
2. Project Program Document requires Owner's review and written approval before the start of the Design Phases.
3. The Consultant shall provide annotated response on all Owner review comments with the Schematic Design submittal.

C. Schematic Design Phase (20%)

1. The Consultant shall review with the Owner alternative approaches to design and construction of the Project.
2. Based on the mutually agreed upon program, schedule and construction budget requirements, the Consultant shall prepare, for approval by the Owner, Schematic Design documents consisting of drawings and other documents illustrating the scale and relationship of Project site development components.
3. The Consultant shall submit to the Owner a preliminary estimate of construction cost based on current material areas, volumes or other unit costs.
4. The Schematic Design submittal requires the Owner's review and written approval before proceeding to the next phase of Design Development.
5. The Consultant shall provide annotated response on all Owner review comments with the Design Development submittal.

D. Design Development Phase (40%)

1. Based on the approved Schematic Design documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Consultant shall prepare, for approval by the Owner, Design Development documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, civil, structural, mechanical and electrical systems, materials and such other elements as required by the Airport Design Guidelines and Supplemental Design Guidelines.
2. The Consultant shall advise the Owner of any adjustments to the preliminary estimate of construction cost.
3. Submit the Design Development drawings and specifications for the Owner's review and comment.
4. The Consultant shall provide annotated response on all Owner review comments with the 60% Construction Documents submittal.

E. Construction Documents Phase (60, 90 and 100% CDs)

1. Based on the approved Design Development documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Consultant shall prepare, for approval by the Owner, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the bidding and construction of the Project. Submittals of the Construction Documents shall be made at each phase for the Owner's review and comment.
2. The Consultant shall prepare, add or deduct alternates as requested by the Owner to help assure the construction cost to come within the Project construction cost budget.
3. The Consultant shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the conditions of the contract, and the Form of Agreement between the Owner and the Contractor.
4. The Consultant shall advise the Owner of any adjustments to previous preliminary estimates of construction cost indicated by changes in requirements or general market conditions.
5. The Consultant shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
6. The Consultant shall provide annotated response on all Owner review comments with each subsequent submittal.

F. Bidding Phase

After Owner review of 100% CD's and acknowledgment to proceed with the Bidding Phase, Consultant shall:

1. Assist the Owner in advertising for and obtaining bids for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom bidding documents have been issued, attend pre-bid conferences and receive and process deposits for bidding documents.
2. Issue addenda as appropriate to interpret, clarify or expand the bidding documents.
3. Consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is

required by the bidding documents.

4. Consult with Owner concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bid documents.
5. Attend the bid opening, prepare bid tabulation sheets and assist Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
6. Furnish sets of bid documents to contractor bidding and plan offices (Dodge, AGC, etc.) during the Bidding Phase. The number of documents and their distribution will be specified in the Work Authorization(s).

G. Construction Phase

1. The Consultant's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the contract for construction and terminates at the earlier of the issuance to the Owner of the final certificate for payment or 60 days after the date of Substantial Completion of the work.
2. The Consultant shall provide administration of the contract for construction as set forth below, unless otherwise provided in this Agreement.
3. Consultant shall develop and coordinate with the Owner the agenda for the pre-construction conference. The Consultant shall prepare and distribute the minutes of the meeting.
4. The Consultant shall conduct bi-weekly on-site construction progress and coordination meetings with representatives of the Contractor, Owner and others as required. The Consultant shall prepare the meeting agenda, chair the meeting and record the minutes which shall be copied to all parties in attendance within five (5) working days.
5. Visits to Site and Observation of Construction: In connection with observations of the work of Contractor(s) while it is in progress:
 - a) Consultant and applicable subconsultants shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary, but not less than every two weeks by the Consultant and not less than once a month by the applicable subconsultants in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine in general if such work is proceeding in accordance with the contract documents and Consultant shall keep Owner informed of the progress of the work. All site visits shall be recorded

with photos and written summary and provided to the Owner within five (5) working days after each visit.

- b) If Owner requests more extensive site representation than is described in G.5(a) above, Consultant will provide a Resident Project Representative(s) (Exhibit G) as a Special Service.
 - c) Consultant or subconsultants shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall Consultant or subconsultants have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the contract documents.
6. Defective Work: During such visits and on the basis of such observations, Consultant or subconsultants may disapprove of or reject Contractor(s)' work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the contract documents or that it will prejudice the integrity of the design concept of the Project as reflected in the contract documents.
 7. Interpretations and Clarifications: Consultant or subconsultants shall issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare work directive changes and change orders as required.
 8. Shop Drawings: Consultant or subconsultants shall review and approve (or take other appropriate action in respect of) shop drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
 9. Substitutes: Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of Agreement Between Owner and Contractor for construction of the Project.
 10. Inspections and Tests: Consultant shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the contract documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate

compliance with, the contract documents).

11. Disputes: Consultant shall act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.
12. Applications for Payment: Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
 - a) Consultant shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Owner, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such work is generally in accordance with the contract documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the contract documents and to any other qualifications stated in the recommendation). In the case of unit price work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the contract documents).
 - b) By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)'s work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Agreement and the contract documents. Consultant's review of Contractor(s)' work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
13. Contractor(s)' Completion Documents: Consultant shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates

of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the contract documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals review so that the results certified indicate compliance with, the contract documents); and shall transmit them to Owner with written comments.

14. Final Inspection, Final Acceptance and Final Payment: Consultant shall coordinate and conduct an inspection with Owner and Contractor(s) to determine if the work is Substantially Complete, and a Final Inspection to determine if the completed work is acceptable, and shall provide written notice to Owner and Contractor(s) of Final Acceptance (subject to any conditions therein expressed). Consultant shall ensure that Contractor submits closeout documents in compliance with the requirements of the contract documents. Upon Final Acceptance and receipt of Contractor closeout documents, Consultant may recommend, in writing, Final Payment to Contractor(s), but any such recommendation and notice will be subject to the limitations expressed in paragraph G.12.b.
15. Limitation of Responsibilities: Consultant shall not be responsible for the act or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs G.1 through G.14 inclusive, shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the contract documents.
16. Closeout Report: Consultant shall provide a preliminary Project Closeout Report to Owner (final report to be submitted during Post Construction Support and One Year Warranty Phase). The Closeout Report should provide an appropriate and accurate record of the Project. AIP funded Projects should include necessary closeout documentation per the type and size of Project using the FAA AIP Handbook for guidance. Elements of Closeout Report may be expanded or deleted at Owner's request during Work Authorization development, but generally will include the following:
 - a) Brief narrative of work accomplished
 - b) Summary of key milestone dates:
 - Receipt of bids
 - Notice-to-proceed
 - Contract time
 - Substantial Completion and Warranty(s)
 - Final Inspection and Final Acceptance
 - c) Labor Provisions - statement of compliance regarding Contractors submittals
 - d) Engineering costs
 - e) Construction costs:

- Summary of final contract quantities and costs
- Delineation of eligible and ineligible costs
- Explanation / justification of underruns and overruns
- Summary of change orders and / or supplemental agreements
- f) Buy American Provisions - statement of compliance regarding Contractors submittals
- g) Airfield Lighting Equipment - statement of compliance regarding Contractors submittals
- h) Construction Material Testing and Acceptance – summary of all required tests
- i) Final Inspection Report and Record of Final Acceptance
- j) Project photographs – before and after to represent major elements of Project

H. Post Construction Support and One Year Warranty Phase

1. As a Basic Service during the Post Construction Support period, the Consultant shall provide, as requested by the Owner, as needed support throughout the first year after the closeout of construction. This support is to address any problems that may arise throughout the Project after the final certificate for payment. Any items that are covered by the construction warranty shall be coordinated with the construction Contractor for repair and recorded for extension of the One Year Warranty which is to be extended until a full one year of service or use is experienced without further problem. An allowance will be established in the Owner and Consultant Agreement to cover the cost of the support requested by the Owner.
2. As a Basic Service, fifteen days (minimum) before the end of the One Year Warranty Phase, the Consultant and subconsultants as necessary, shall conduct with the construction Contractor and Owner a complete inspection of the Project and record any construction problems or deficiencies that may need correction or repair. The Consultant shall prepare a detailed list of items and provide copies to both the construction Contractor and the Owner. The Consultant shall follow-up with the construction Contractor as necessary until all items on the warranty list have been addressed to the satisfaction of the construction contract and the Owner. The Consultant shall update the preliminary Project Closeout Report to reflect final project costs for submittal to Owner and project grant agencies.

SECTION II - SPECIAL SERVICES

A. Services Requiring Authorization in Advance

If authorized in writing by Owner, Consultant shall accomplish such Special Services of the following types which are not considered normal or customary Basic Services except where specifically provided for otherwise in this document or the Work Authorizations. At Owner's option, services may be provided by the Owner through direct contracts with other professionals or may be provided by the Consultant. When the Consultant is

requested to provide Special Services, such services may be provided by the Consultant's own forces or through subcontracts with other professionals; however, contracts with other professionals for Special Services must have the approval of the Owner before the work is initiated (Owner approval of Consultant's Work Authorization listing subconsultants and subconsultant fees will be considered approval of subconsultant's contract.) Special Services will be paid for by Owner as indicated in each Work Authorization in addition to the compensation for Basic Services described herein.

1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner; commonly referred to as A/E survey.
3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing, revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to causes beyond Consultant's control.
4. Providing renderings or models for Owner's use.
5. Preparing to serve or serving as a Consultant or witness for Owner in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
6. Soils and material investigations including test borings, laboratory testing of soils and materials, related analyses and recommendations.
7. Quality assurance testing during construction.
8. Furnishing services of a Resident Project Representative to assist Consultant in observing performance of the work of Contractor(s).
9. Preparation of Disadvantaged Business Enterprise program.
10. Reproduction and postage of reports, contract documents and specifications to FAA, Owner, Contractor, regulatory agencies, prospective bidders, and plan rooms.

11. Services in connection with work directive changes and change orders to reflect changes requested by Owner if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
12. Services in making revisions to drawings and specifications occasioned by the acceptance or substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
13. Services resulting from delays beyond the control of Consultant.
14. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or negligent work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor, or (5) other causes beyond Consultant's control.
15. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.
16. Provide assistance in the closing of any financial or related transaction for the Project.
17. Provide assistance in connection with the refining and adjusting of any equipment or system.
18. Preparation of a set of reproducible record prints and electronic file of drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to Consultant and which Consultant considers significant.

EXHIBIT F

GENERAL PROVISIONS FOR ARCHITECTURAL DESIGN SERVICES

This is an exhibit attached to and made a part of the Agreement between the Owner and the Consultant for professional consulting services. For elements of the Project which are primarily building improvements, described in the referenced Agreement, the Consultant shall perform professional services as hereinafter described, which shall include customary architectural, civil, structural, mechanical, and electrical engineering services. The Consultant's Program Manager shall coordinate with the Owner's Vice President of Engineering and Planning and/or Operations for the services to be provided under each Work Authorization assignment. The Consultant's Project Managers and the Owner's Project Managers will coordinate and be involved as assigned. These services, when performed in accordance with acceptable engineering and architectural practices and the Airport's Design Guidelines (Exhibit I) and Airport Supplemental Design Guidelines (Exhibit J), shall be the limits of the Consultant's responsibility under this Agreement.

These General Provisions set forth the general requirements for the performance of the various architectural services for projects required under the Agreement. The Consultant under each duly executed Work Authorization shall perform the scope of work required by such Work Authorization, and, unless requirements to the contrary are specifically prescribed therein, shall perform the required services in accordance with the following requirements which require the Owner's written approval after specific phases of the services are completed and submitted to the Owner for review.

SECTION I - BASIC SERVICES

- A. Basic Architectural Services will generally be completed in seven (7) phases:
1. Programming (requires Owner's review and written approval);
 2. Advanced Level Schematic Design Phase (requires Owner's review and written approval);
 3. Design Development Phase (requires Owner's review and comment);
 4. Construction Documents Phase (requires Owner's review and comment);
 5. Bidding Phase (requires Owner's review and acknowledgement);
 6. Construction Phase; and
 7. Post Construction Support and One Year Warranty Phase.

The general types of services to be performed in each phase are described herein. However, typical services may be changed or deleted as required for each Project. Additional services may be added as mutually agreed upon between Owner and Consultant. Such additions, changes, or deletions will be outlined in each Work Authorization.

B. Programming Phase

This phase involves those activities required for defining the scope of a Project and establishing preliminary requirements. Items of work for this phase of a Project include:

1. Prepare Project Program Document as outlined in the Airport's Design Guidelines (Exhibit "I") and Airport Supplemental Design Guidelines (Exhibit "J").
2. Project Program Document requires Owner's review and written approval before the start of the Design Phases.
3. Annotated response from Consultant on all Owner's review comments with the Advanced Level Schematic Design submittal.

C. Advanced Level Schematic Design Phase (20%)

1. The Consultant shall review with the Owner alternative approaches to design and construction of the Project.
2. Based on the mutually agreed upon program, schedule and construction budget requirements, the Consultant shall prepare, for approval by the Owner, Advanced Level Schematic Design documents consisting of drawings and other documents illustrating the scale and relationship of the Project site development building components.
3. The Consultant shall submit to the Owner a preliminary estimate of construction cost based on current area, volume or other unit costs.
4. The Advanced Level Schematic Design submittal requires the Owner's review and written approval before proceeding to the next phase of Design Development.
5. The Consultant shall provide annotated response on all Owner review comments with the Design Development submittal.

D. Design Development Phase (40%)

1. Based on the approved Advanced Level Schematic Design documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Consultant shall prepare, for approval by the Owner, Design Development documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, civil, structural, mechanical and electrical systems, materials and such other elements as required by the Airport Design Guidelines and

Supplemental Design Guidelines.

2. The Consultant shall advise the Owner of any adjustments to the preliminary estimate of construction cost.
3. Submit the Design Development drawings and specifications for the Owner's review and comment.
4. The Consultant shall provide annotated response on all Owner review comments with Construction Documents submittal.

E. Construction Documents Phase (60, 90 and 100% CDs)

1. Based on the approved Design Development documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Consultant shall prepare, for approval by the Owner, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the bidding and construction of the Project. Submittals of the Construction Documents shall be made at each phase for the Owner's review and comment.
2. The Consultant shall prepare, add or deduct alternates as requested by the Owner to help assure the construction cost to come within the Project construction cost budget.
3. The Consultant shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the conditions of the contract, and the Form of Agreement between the Owner and the Contractor.
4. The Consultant shall advise the Owner of any adjustments to previous preliminary estimates of construction cost indicated by changes in requirements or general market conditions.
5. The Consultant shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
6. The Consultant shall provide annotated response on all Owner review comments with each subsequent submittal.

F. Bidding Phase

After Owner review of 100% CD's and acknowledgment to proceed with the Bidding Phase, Consultant shall:

1. Assist the Owner in advertising for and obtaining bids for each separate

prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom bidding documents have been issued, attend pre-bid conferences and receive and process deposits for bidding documents.

2. Issue addenda as appropriate to interpret, clarify or expand the bidding documents.
3. Consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime Contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
4. Consult with Owner concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
5. Attend the bid opening, prepare bid tabulation sheets and assist Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
6. Furnish sets of bidding documents to contractor bidding and plan offices (Dodge, AGC, etc.) during the Bidding Phase. The number of documents and their distribution will be specified in the Work Authorization(s).

G. Construction Phase

1. The Consultant's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the contract for construction and terminates at the earlier of the issuance to the Owner of the final certificate for payment or 60 days after the date of Substantial Completion of the work.
2. The Consultant shall provide administration of the contract for construction as set forth below, unless otherwise provided in this Agreement.
3. Consultant shall develop and coordinate with the Owner the agenda for the pre-construction conference. The Consultant shall prepare and distribute the minutes of the meeting.
4. The Consultant shall conduct bi-weekly on-site construction progress and coordination meetings with representatives of the Contractor, Owner and others as required. The Consultant shall prepare the meeting agenda, chair the meeting and record the minutes which shall be copied to all parties in

attendance within five (5) working days.

5. Visits to Site and Observation of Construction: In connection with observations of the work of Contractor(s) while it is in progress:
 - a) Consultant and subconsultants shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary, but not less than every two weeks by the Consultant and not less than once a month by the subconsultants in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine in general if such work is proceeding in accordance with the contract documents and Consultant shall keep Owner informed of the progress of the work. All site visits shall be recorded with photos and written summary and provided to the Owner within five (5) working days after each visit.
 - b) If Owner requests more extensive site representation than is described in G.5(a) above, Consultant will provide a Resident Project Representative(s) (Exhibit G) as a Special Service.
 - c) Consultant or subconsultants shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall Consultant or subconsultants have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the contract documents.
6. Defective Work: During such visits and on the basis of such observations, Consultant or subconsultants may disapprove of or reject Contractor(s)' work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the contract documents or that it will prejudice the integrity of the design concept of the Project as reflected in the contract documents.
7. Interpretations and Clarifications: Consultant or subconsultants shall issue

necessary interpretations and clarifications of the contract documents and in connection therewith prepare work directive changes and change orders as required.

8. Shop Drawings: Consultant or subconsultants shall review and approve (or take other appropriate action in respect of) shop drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
9. Substitutes: Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of the AIA Document of Agreement Between Owner and Contractor for construction of the Project.
10. Inspections and Tests: Consultant shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the contract documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the contract documents).
11. Disputes: Consultant shall act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.
12. Applications for Payment: Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
 - a) Consultant shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Owner, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such work is generally in accordance with the contract documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any

subsequent tests called for in the contract documents and to any other qualifications stated in the recommendation). In the case of unit price work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the contract documents).

- b) By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)'s work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Agreement and the contract documents. Consultant's review of Contractor(s)' work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- 13. Contractor(s)' Completion Documents: Consultant shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the contract documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals review so that the results certified indicate compliance with, the contract documents); and shall transmit them to Owner with written comments.
 - 14. Final Inspection, Final Acceptance and Final Payment: Consultant shall coordinate and conduct an inspection with Owner and Contractor(s) to determine if the work is Substantially Complete, and a Final Inspection to determine if the completed work is acceptable, and shall provide written notice to Owner and Contractor(s) of Final Acceptance (subject to any conditions therein expressed). Consultant shall ensure that Contractor submits closeout documents in compliance with the requirements of the

contract documents. Upon Final Acceptance and receipt of Contractor closeout documents, Consultant may recommend, in writing, Final Payment to Contractor(s), but any such recommendation and notice will be subject to the limitations expressed in paragraph G.12.b.

15. Limitation of Responsibilities: Consultant shall not be responsible for the act or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs G.1 through G.14 inclusive, shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the contract documents.

16. Closeout Report: Consultant shall provide a preliminary Project Closeout Report to Owner (final report to be submitted during Post Construction Support and One Year Warranty Phase). The Closeout Report should provide an appropriate and accurate record of the Project. AIP funded Projects should include necessary closeout documentation per the type and size of Project using the FAA AIP Handbook for guidance. Elements of Closeout Report may be expanded or deleted at Owner's request during Work Authorization development, but generally will include the following:
 - a) Brief narrative of work accomplished
 - b) Summary of key milestone dates:
 - Receipt of bids
 - Notice-to-proceed
 - Contract time
 - Substantial Completion and Warranty(s)
 - Final Inspection and Final Acceptance
 - c) Labor Provisions - statement of compliance regarding Contractors submittals
 - d) Engineering costs
 - e) Construction costs:
 - Summary of final contract quantities and costs
 - Delineation of eligible and ineligible costs
 - Explanation / justification of underruns and overruns
 - Summary of change orders and / or supplemental agreements
 - f) Buy American Provisions - statement of compliance regarding Contractors submittals
 - g) Airfield Lighting Equipment - statement of compliance regarding Contractors submittals
 - h) Construction Material Testing and Acceptance – summary of all required tests

- i) Final Inspection Report and Record of Final Acceptance
- j) Project photographs – before and after to represent major elements of Project

H. Post Construction Support and One Year Warranty Phase

1. As a Basic Service during the Post Construction Support period, the Consultant shall provide, as requested by the Owner, as needed support throughout the first year after the closeout of construction. This support is to address any problems that may arise with architectural and/or engineering features of the Project after the final certificate for payment. Any items that are covered by the construction warranty shall be coordinated with the construction Contractor for repair and recorded for extension of the One Year Warranty which is to be extended until a full one year of service or use is experienced without further problem. An allowance will be established in the Owner and Consultant Agreement to cover the cost of the support requested by the Owner.
2. As a Basic Service, fifteen days (minimum) before the end of the One Year Warranty Phase, the Consultant and subconsultants as necessary, shall conduct with the construction Contractor and Owner a complete inspection of the Project and record any construction problems or deficiencies that may need correction or repair. The Consultant shall prepare a detailed list of items and provide copies to both the construction Contractor and the Owner. The Consultant shall follow-up with the construction Contractor as necessary until all items on the warranty list have been addressed to the satisfaction of the construction contract and the Owner. The Consultant shall update the preliminary Project Closeout Report to reflect final project costs for submittal to Owner and project grant agencies.

SECTION II - SPECIAL SERVICES

A. Services Requiring Authorization in Advance

If authorized in writing by Owner, Consultant shall accomplish such Special Services of the following types which are not considered normal or customary Basic Services except where specifically provided for otherwise in the Work Authorizations. At Owner's option, services may be provided by the Owner through direct contracts with other professionals or may be provided by the Consultant. When the Consultant is requested to provide Special Services, such services may be provided by the Consultant's own forces or through subcontracts with other professionals. However, contracts with other professionals for Special Services must have the approval of the Owner before the work is initiated,

however Consultant shall remain responsible for work of subconsultants. Special Services will be paid for by Owner in addition to the compensation for Basic Services described herein.

1. Preparation of pre-applications and/or applications and supporting documents for governmental grants, loans or advances in connection with the Project and/or assistance in obtaining financing for the Project
2. Providing special surveys and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
3. Preparation or review of environmental assessments, studies and impact statements, review and evaluation of the effect on the design requirements of the Project of any such statements and documents, and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
4. Services to make measured drawings, investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner; commonly referred to as A/E survey.
5. Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
6. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages, Owner's schedule, character of construction or method of financing.
7. Revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to causes beyond Consultant's control.
8. Investigations involving detailed consideration of operations, maintenance and overhead expenses, rate schedules and appraisals, process licensing, detailed quantity surveys of material, equipment and labor, and audits for inventories required in connection with construction performed for Owner.
9. Providing analyses of owning and operating costs.
10. Providing the preparation of feasibility studies, cash flow and economic evaluations, financial feasibility or other special studies.

11. Providing LEED/LID associated services, evaluating processes available for licensing, and assisting Owner in obtaining LEED certification.
12. Providing renderings or models for Owner's use.
13. Services resulting from the award of more separate prime contracts for construction, materials, equipment or services for the Project than are contemplated by an approved Work Authorization, and services resulting from the arranging for performance by persons other than the principal prime Contractor(s) of services for the Owner and administering Owner's contracts for such services.
14. Providing coordination of construction performed by separate Contractor(s) or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
15. Providing services in connection with the work of a construction manager or separate Consultant(s) retained by the Owner.
16. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work, and providing land surveys and other special field surveys.
17. Providing planning surveys, site evaluations or comparative studies of prospective sites.
18. Soils and material investigations including test borings, laboratory testing of soils and materials, related analyses and recommendations.
19. Providing value engineering during the course of design at the request of the Owner.
20. Assistance in connection with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment or services.
21. Preparing documents for alternate, separate or sequential bids requested by Owner after receipt of original bids and for Contractor(s)' work which is not executed or documents for out-of-sequence work.
22. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services described in each Work Authorization.

23. Services during out-of-town travel required of Consultant other than visits to the site as required by Section I.
24. Quality assurance testing during construction.
25. Furnishing services of a Resident Project Representative (Exhibit G) to assist Owner in observing performance of the work of Contractor(s).
26. Providing detailed estimates of construction cost beyond the level required by the Airport Supplemental Guidelines (Exhibit J).
27. Preparation of a set of reproducible record prints and electronic file of drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Owner.
28. Services in connection with work directive changes and change orders to reflect changes requested by Owner if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
29. Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
30. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or negligent work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.
31. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.
32. Services in connection with any partial utilization of any part of the Project by Owner prior to Substantial Completion.
33. Providing assistance beyond that required by the AIA Agreement Between Owner and Contractor and the construction documents at Project Closeout and during the first year of Post Construction including but not limited to; the utilization of equipment or systems such as testing, adjusting and balancing, training personnel for operation and maintenance, consultation during operation, and preparation of operation and maintenance manuals.

34. Providing services of Consultants for other than architectural, civil, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.
35. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.
36. Preparing to serve as a Consultant or witness for Owner in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
37. Providing services relative to future facilities, systems and equipment.
38. Providing services for planning tenant or rental spaces.
39. Interior Design Comprehensive Services as outlined in the Airport's Supplemental Design Guidelines, Section 7.0 Interior Design Services Requirements.
40. Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, fixtures and equipment (FF&E).

EXHIBIT G

DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE ON CIVIL ENGINEERING CONSTRUCTION WORK

This is an exhibit attached to and made a part of the Agreement between the Owner and the Consultant for professional consulting services. For elements of the Project described in the referenced Agreement, the Consultant shall perform Resident Project Representative (RPR) services on civil engineering work in accordance with the following:

A. General

Resident Project Representative will be the Consultant's agent at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR actions. RPR's dealings in matters pertaining to the onsite work shall in general be only with the Consultant and Contractor, and dealings with subcontractors shall only be through or with the full knowledge of Contractor. Written communication with Owner (Airport Project Manager) will be only through or as directed by Consultant.

B. Duties and Responsibilities of RPR

The duties and responsibilities listed below are subject to modification on projects that include customary architectural and civil engineering services. The Project A/E Consultant will provide overall Project construction administration services that will utilize both the RPR and the Project's civil engineer for construction administration services on the civil engineering portion of the construction work.

1. Schedules: Review the progress schedule, schedule of shop drawing submissions, and schedule of values prepared by Contractor and consult with the Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor such as preconstruction conferences, progress meetings and other conferences as required in consultation with Consultant and notify those expected to attend in advance. The Consultant is to prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as the Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the contract documents. Assist the Consultant in serving as the Owner's Project Manager with the Contractor when the Contractor's operations affect the Owner's on-site operations.
 - b. As requested by the Consultant, assist in obtaining from the Owner, additional details or information, when required at the job site for proper

execution of the work.

4. Shop Drawings and Samples:
 - a. Record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor, and notify the Consultant of their availability for examination.
 - b. Advise the Consultant and Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by the Consultant.
5. Review of Work, Rejection of Defective Work, Inspection and Tests:
 - a. Conduct on-site observations of the work in progress to assist Consultant in determining if the work is proceeding in accordance with the contract documents and that completed work will conform to the contract documents.
 - b. Report to the Consultant whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment, and advise the Consultant when he believes work should be corrected or rejected or should be uncovered for observation or requires special testing, inspection, or approval.
 - c. Verify that tests, equipment, and systems startups and operating and maintenance training are conducted as required by the contract documents and in presence of the appropriate personnel, and that Contractor maintains adequate records thereof; observe, record, and report to the Consultant appropriate details relative to test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Consultant.
6. Interpretation of Contract Documents: Transmit to Contractor, Consultant's clarifications and interpretations of the contract documents.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report them with RPR's recommendations to Consultant. Transmit to Contractor decisions as issued by Consultant.
8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of

original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, Consultant's clarifications and interpretations of the contract documents, progress reports and other project related documents.

- b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to Contractor's questions or extras or deductions, quantities of materials installed on the Project, list of visiting officials and representatives of manufacturers, fabricators, suppliers, and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of the observing test procedures. Send copies to the Consultant.
- c. Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

9. Reports:

- a. Furnish to Consultant, Owner, and the Federal Aviation Administration periodic reports as required of the progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
- b. Consult with the Consultant in advance of scheduled major tests, inspections, or start of important phases of the work.
- c. Report immediately to the Consultant upon the occurrence of any accident.
- d. Review and certify Contractor's payroll submittals for compliance with federal law pertaining to classification and wage rates.

10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Consultant, noting particularly their relation to the schedule of values, work completed, and material and equipment delivered at the site but not incorporated in the work.

11. Certificates, Maintenance and Operation Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to the Consultant for his review and forwarding to Owner's Project Manager prior to final acceptance of the work.

12. Completion:

- a. Before the Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or

correction.

- b. Conduct final inspection in the company of Consultant, Owner, and Contractor and prepare a final list of items to be completed or corrected.
- c. Verify that all items on final list have been completed or corrected and make recommendations to the Consultant concerning acceptance.

C. Limitations of Resident Project Representative's Authority:

Except upon written instructions of the Consultant, RPR:

- 1. Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment.
- 2. Shall not exceed limitations of the Consultant's authority as set forth in the contract documents.
- 3. Shall not undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent, or expedite the work.
- 4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the contract documents.
- 5. Shall not issue directions as to safety programs in connection with the work.
- 6. Shall not accept shop drawing or sample submittals from anyone other than Contractor.
- 7. Shall not authorize the Owner to occupy or utilize the Project in whole or in part, without the approval of Consultant.
- 8. Shall not participate in specialized field or laboratory tests, or inspections conducted by others except as specifically authorized by Consultant.

EXHIBIT H

WORK AUTHORIZATION FORM

Work Authorization for Professional Services

(Project Identification No.)

(Work Authorization No.)

It is agreed to undertake the following work in accordance with the provisions of our Agreement For Professional Services dated _____.

Description of Assignment:

Descriptive Title: _____

SEE ATTACHED SCOPE OF WORK DETAILS

Basis of Compensation/Period of Services:

Not-To Exceed Amount: _____ From: _____ To: _____

SEE ATTACHED CONSULTANT SERVICES FEE/COST DETAILS

DBE Intent and Utilization:

DBE Commitment: _____%

SEE ATTACHED DBE INTENT AND UTILIZATION DOCUMENTS

For: **METROPOLITAN KNOXVILLE** For:
AIRPORT AUTHORITY

Date: _____ Date: _____

SCOPE OF WORK

**UTILIZATION STATEMENT
Disadvantaged Business Enterprise**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner.

(Please check the appropriate box)

The bidder/offeror is committed to a minimum of _____% DBE utilization on this contract.

The bidder/offeror, while unable to meet the DBE goal of _____%, hereby commits to a minimum of _____% DBE utilization of this contract and also submits documentation, as an attachment demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Rights Staff of the Federal Aviation Administration.

Bidders/Offeror's Firm Name

Signature

Date

DBE UTILIZATION SUMMARY

	<u>Bid Amount</u>	<u>DBE Amount</u>	<u>Contract Percentage</u>
DBE Prime Contractor	\$ _____ x 1.00=	\$ _____	_____ %
DBE Subcontractor	\$ _____ x 1.00=	\$ _____	_____ %
DBE Supplier	\$ _____ x 0.60=	\$ _____	_____ %
DBE Manufacturer	\$ _____ x 1.00=	\$ _____	_____ %
Total Amount DBE		\$ _____	_____ %
DBE Goal		\$ _____	_____ %

*If the total proposed DBE participation is less than the established DBE goal, you must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

CONSULTANT SERVICES FEE/COST DETAILS

EXHIBIT I

AIRPORT DESIGN GUIDELINES



McGhee Tyson Airport



(Complete version available at www.flyknoxville.com)

EXHIBIT J

AIRPORT SUPPLEMENTAL DESIGN GUIDELINES



McGhee Tyson Airport
Downtown Island Airport

**Airport
Supplemental
Design
Guidelines**

Administered By

The Metropolitan Knoxville Airport Authority

Department of Engineering & Planning

Revision 4 – August 2010

(Complete version available at www.flyknoxville.com)

EXHIBIT K

ON-SITE (AT THE AIRPORT) CHARRETTES FOR PLANNING, PROGRAMMING AND SCHEMATIC DESIGN PHASES

This is an exhibit attached to and made a part of the Agreement between the Owner and the Consultant for professional consulting services. For elements of the Project described in the referenced Agreement, the Consultant shall perform on-site their professional services as described in the Project's Work Authorization. The Consultant's Program Manager shall coordinate with the Owner's Vice President of Engineering and Planning and/or Operations for the services to be provided under each Work Authorization assignment. The Consultant's Project Managers and the Owner's Project Managers will coordinate and be involved as assigned.

SECTION I – TECHNIQUE OF PROVIDING EARLY PHASE CHARRETTE SERVICES

The on-site Charrette technique is encouraged by the Airport to facilitate early stage Project communications between the Airport staff and the Consultant (A/E). This technique is described as a "squatters" technique in the book Problem Seeking An Architectural Programming Primer, Fourth Edition by William M. Peña and Steven A. Parshall. The book is available through the AIA bookstore in Washington, DC.

The Airport is committed to extensive early stage Project communications with the Consultant to help assure that all Project requirements are identified and conceptual and other studies are coordinated for review and comment by all parties involved. The Airport considers the success of these early Project phases essential to the further successful development of each Project. The Airport, with advance arrangement, will provide a suitable workspace for the Charrette to take place and schedule Airport staff to be available for participation as required. In the development of each Project Work Authorization, a Charette should be considered for all Planning, Programming and Schematic Design phases as part of the Scope-of-Work. It is anticipated that Charettes will last up to as much as five days.

It is the opinion of the Airport that early Project efforts must include the involvement of appropriate disciplines such as architects, civil, structural, mechanical, and electrical engineers, interior designers, landscape architects and construction cost estimators. The involvement of each discipline will be dictated by the subject of discussion at the time. Although, a discipline's participation may only be brief, their input can contribute significantly to establishing the best direction for the solution of a given design problem. It is vitally important that direct and open communication occur between the Owner and the Consultant and the various disciplines to achieve this goal.

The Vice President of Engineering and Planning must approve the inclusion of a Charrettes activity to the Scope-of-Work for any Work Authorization and the disciplines to participate.

Exhibit L
Federal Aviation Administration
Mandatory Contractual Provisions

LIST OF PROVISIONS:

I. Access to Records and Reports	Page 2
II. Civil Rights	Page 2
III. Equal Employment Opportunity	Page 4
IV. Disadvantage Business Enterprise	Page 10
V. Lobbying and Influencing Federal Employees	Page 11
VI. Debarment, Suspension, Ineligibility & Voluntary Exclusion	Page 12
VII. Federal Trade Restriction	Page 12
VIII. Clear Air and Water Pollution Control	Page 13
IX. Texting When Driving	Page 14
X. Energy Conservation	Page 14
XI. Federal Fair Labor Standards Act	Page 14
XII. Occupational Safety and Hazard Act	Page 14
XIII. Seismic Safety for Design Services	Page 14
XIV. Tax Delinquency and Felony Convictions	Page 15

I. ACCESS TO BOOKS AND RECORDS

The Consultant shall grant access to its books, documents, papers and records which are directly pertinent to the work performed under this Agreement to the Authority, the Federal Aviation Administration, the Comptroller General of the United States, the Tennessee Department of Transportation or any duly authorized representative of any of the above for purposes of making audits, examinations, excerpts and transcriptions. The Consultant shall maintain all required records for three years after the Authority makes final payment hereunder and all other pending matters are closed. The Consultant shall maintain an acceptable cost accounting system.

II. CIVIL RIGHTS

The Consultant shall agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and subconsultant from the date of execution of this Agreement through the completion of this Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees as follows:

(1) Compliance with Regulations: The Consultant (hereinafter includes any subconsultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time.

(2) Nondiscrimination: The Consultant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant 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 Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(4) Information and Reports: The Consultant 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 Authority 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 Consultant will so certify to the Authority 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 the Consultant's noncompliance with the non-discrimination provisions of this Agreement, the Authority 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 Consultant under the contract until the Consultant complies; and/or
- b) Cancelling, terminating, or suspending a contract, in whole or in part.

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

The Consultant, for itself, its assignees, and successors in interest agrees to comply with the following Nondiscrimination Acts and Authorities, as they may be amended from time to time and to the extent to they apply to the services to be provided by the Consultant to the Airport:

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq. (prohibiting 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 U.S.C. § 4601 (prohibiting 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 U.S.C. § 794 et seq. (prohibiting discrimination on the basis of disability), and 49 CFR part 27;
- the Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq. (prohibiting discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, 49 USC § 47123, (prohibiting discrimination based on race, creed, color, national origin, or sex);
- the Civil Rights Restoration Act of 1987, Pub.L 100-209, (broadening 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, subrecipients, 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 U.S.C. §§ 12131 – 12189, as implemented by 49 CFR parts 37 and 38 (prohibiting 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);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination 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, 70 Fed. Reg. at 74087 – 74100 (defining national origin discrimination to include discrimination because of limited English proficiency); and
- Title IX of the Education Amendments of 1972, 20 U.S.C. 1681 et seq. (prohibiting discrimination because of sex in education programs or activities).

III. EQUAL EMPLOYMENT OPPORTUNITY

A. EQUAL OPPORTUNITY CLAUSE

During the performance of this Agreement, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant 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 Consultant 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 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

B. SPECIFICATIONS

(1) As used in these specifications:

- a) "Covered area" means the geographical area described in the solicitation from which this Agreement resulted;

- b) “Director” means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c) “Employer identification number” means the Federal social security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d) “Minority” includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Whenever the Consultant, or any subconsultant at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.

(3) If the Consultant is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subconsultants toward a goal in an approved Plan does not excuse any covered contractor’s or subconsultant’s failure to take good faith efforts to achieve the Plan goals and timetables.

(4) The Consultant shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Consultant should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers.

Consultant is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

(5) Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Consultant has a collective bargaining agreement to refer either minorities or women shall excuse the Consultant's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

(6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Consultant during the training period and the Consultant shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

(7) The Consultant shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Consultant's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Consultant shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Consultant's employees are assigned to work. The Consultant, where possible, will assign two or more women to each construction project. The Consultant shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Consultant's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Consultant or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Consultant by the union or, if referred, not employed by the Consultant, this shall be documented in the file with the reason therefore along with whatever additional actions the Consultant may have taken.
- d) Provide immediate written notification to the Director when the union or unions with which the Consultant has a collective bargaining agreement has not referred to the Consultant a minority person or female sent by the Consultant, or when the Consultant has other information that the union referral process has impeded the Consultant's efforts to meet its obligations.
- e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading

programs and apprenticeship and trainee programs relevant to the Consultant's employment needs, especially those programs funded or approved by the Department of Labor. The Consultant shall provide notice of these programs to the sources compiled under 7b above.

- f) Disseminate the Consultant's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Consultant in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h) Disseminate the Consultant's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Consultant's EEO policy with other contractors and subconsultants with whom the Consultant does or anticipates doing business.
- i) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Consultant's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Consultant shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Consultant's obligations under these specifications are being carried out.

- n) Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p) Conduct a review, at least annually, of all supervisor's adherence to and performance under the Consultant's EEO policies and affirmative action obligations.

(8) Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Consultant is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Consultant actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Consultant's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Consultant. The obligation to comply, however, is the Consultant's and failure of such a group to fulfill an obligation shall not be a defense for the Consultant's noncompliance.

(9) A single goal for minorities and a separate single goal for women have been established. The Consultant, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Consultant has achieved its goals for women generally), the Consultant may be in violation of the Executive Order if a specific minority group of women is underutilized.

(10) The Consultant shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

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

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

(13) The Consultant, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7

of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Consultant fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

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

(15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

IV. DISADVANTAGED BUSINESS ENTERPRISE

A. POLICY

It is the policy of the Department of Transportation ("DOT") and of the Authority that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts as defined in 49 CFR 26.5. Consequently, the Disadvantaged Business Enterprises of 49 CFR Part 26 apply to this Agreement.

B. DISADVANTAGED BUSINESS ENTERPRISE OBLIGATION

The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts provided under this Agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, disability, sex or national origin in the award and performance of DOT-assisted contracts. The Consultant agrees to comply with all provisions of the Authority's Disadvantaged Business Enterprise program as amended from time to time. The Consultant or subconsultant shall not on the basis of race, color, origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in termination of this Agreement or such other remedy, as the recipient deems appropriate.

C. DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

The solicitation for professional services for the Work Authorization project, to which the Consultant responded, sets forth the Authority's Disadvantaged Business Enterprise utilization policy and its current goal as determined on a yearly basis. In its response to the solicitation for professional services, the Consultant made certain representations its intent to utilize Disadvantaged Business Enterprise firms in the fulfillment of its professional services for the Work Authorization project. These representations will be summarized on one or more Letters of Intent and the Utilization Statement, incorporated as part of each Work Authorization.

D. CONTRACT ASSURANCE

The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Authority 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 Consultant from future bidding as non-responsible.

E. PROMPT PAYMENT

The Consultant agrees to pay each subconsultant under this Agreement and any Work Authorization for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Consultant receives from the Authority. The Consultant agrees further to return retainage payments to each subconsultant within 30 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subconsultants.

V. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Consultant certifies by signing this Agreement, 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 Consultant, 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 Consultant 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 Agreement 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.

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

The Consultant, by acceptance of this Agreement, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in any transactions contemplated by this Agreement by any Federal department or Agency. The Consultant further agrees, by administering a lower tier subcontract, it must verify each lower tier participant is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by including this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. 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 Federal Aviation Administration may pursue any available remedies, including suspension and debarment of the non-compliant participant.

VII. CERTIFICATION OF TRADE RESTRICTION

(1) The Consultant, by execution of this Agreement, certifies that it:

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

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

(3) The Consultant must provide immediate written notice to the Authority if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

(4) 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 the Consultant or subconsultant:

- a) 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
- b) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- c) who incorporates in the public works project any product of a foreign country on such USTR list.

(5) 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.

(6) The Consultant agrees it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant 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 Consultant has knowledge that the certification is erroneous.

(7) This certification is a material representation of fact upon which reliance was placed when executing this Agreement. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Authority cancellation of the contract or subcontract for default at no cost to the Authority or the Federal Aviation Administration.

VIII. CLEAN AIR AND WATER POLLUTION CONTROL

The Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency and the Federal Aviation Administration. The Consultant must include this requirement in all subcontracts that exceeds \$150,000.

IX. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Authority encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

X. ENERGY CONSERVATION

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

XI. FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

XII. OCCUPATIONAL SAFETY AND HEALTH ACT

The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and any subconsultant’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant 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. 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.

XIII. SEISMIC SAFETY FOR DESIGN SERVICES

In the performance of any design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level

of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of any design services, the Consultant agrees to furnish the Authority a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

XIV. CERTIFICATION REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The Consultant represents that it 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.

The Consultant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

For purposes of this Section XIII, "felony conviction" means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

For purposes of this Section XIII, 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.

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EXHIBIT M

Required State Contract Provisions

For Obligated Sponsors and Airport Improvement Program Projects

STANDARD TERMS AND CONDITIONS:

Grantees shall not assign an Aeronautics Grant Contract or enter into a subcontract for any of the services performed under an Aeronautics Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of the Aeronautics Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

Please modify the highlighted fields accordingly based on the respective contract.

CONTRACT CLAUSES:

D.6. Conflicts of Interest. Engineer warrants that no part of the total contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Metropolitan Knoxville Airport Authority in connection with any work contemplated or performed relative to this Contract.

D.7. Lobbying. The Engineer certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
- b. If any funds other than federally 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 contract, grant, loan, or cooperative agreement, the Promisor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Engineer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.10. Nondiscrimination. Engineer hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Engineer on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Engineer shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

EXHIBIT M

- D.12. Public Accountability. If the Engineer is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Contract involves the provision of services to citizens by Engineer on behalf of the State, Engineer agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Engineer shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. Metropolitan Knoxville Airport Authority shall obtain copies of the sign from the Tennessee Department of Transportation, Aeronautics Division, and upon request from the Engineer, provide Engineer with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Engineer in relation to this Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Engineer in relation to this Contract shall be approved by the State.

- D.15. Records. The Engineer and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Engineer and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Engineer's records shall be subject to audit at any reasonable time and upon reasonable notice by the Tennessee Department of Transportation, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Contract expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Engineer shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Engineer shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Engineer shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Tennessee Department of Transportation, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

METROPOLITAN KNOXVILLE AIRPORT AUTHORITY
ARCHITECTURAL PROFESSIONAL SERVICES
REQUEST FOR QUALIFICATIONS

EXHIBIT B

CIVIL RIGHTS PROVISIONS

**REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT
PROGRAM AND FOR OBLIGATED SPONSORS**

Federal Laws and regulations require that recipients of federal assistance include contract provisions in certain contracts without modification. The provisions in this section apply to this Agreement. The Company shall incorporate the applicable provisions, as indicated in this section, in all of the subcontracts that it enters into for work to be performed related to this Agreement.

Certain provisions must be included in all sponsor contracts, regardless of *whether or not* the contracts are federally funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

1. GENERAL CIVIL RIGHTS PROVISIONS

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

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

2. TITLE VI COMPLIANCE WITH NON-DISCRIMINATION 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) NON-DISCRIMINATION

The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the 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:

- 1) Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
- 2) 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.

3. TITLE VI LIST OF PERTINENT NON-DISCRIMINATION 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:

- 1) Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- 8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).