CITY OF ALBUQUERQUE

Albuquerque, New Mexico

Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM July 13, 2026

TO: Klarissa J. Peña, President, City Council

FROM: Timothy M. Keller, Mayor

SUBJECT: Recommendation of Award for Aviation Construction-Project Manager and Construction Manager Services-RFP-2025-726-AVI-GB

The Department of Finance and Administrative Services, Purchasing Division, issued the subject solicitation in conjunction with the Aviation Department and developed the RFP for Project Manager and Construction Manager Services.

The solicitation was posted on the Purchasing website on March 26th, 2026, and advertised through social media and in the newspaper. The number of responses received for evaluation was two (2), with one (1) being deemed non-responsive.

The Ad Hoc Evaluation Committee evaluated and scored the response in accordance with the evaluation criteria published in the RFP. Burns & McDonnell was determined to have met all the required criteria, was qualified, and was recommended for the award.

I concur with this recommendation.

The Aviation Department will manage this contract.

Approved:

Samantha Sengel 8/20/26

Samantha Sengel, EdD Date
Chief Administrative Officer

Approved as to Legal Form:

DocuSigned by:
Lauren Keefe
1A21D96D32C74EE...

8/10/2026 | 2:48 PM MDT

DS
SW

Initial
JH

Lauren Keefe Date
City Attorney

Recommended:

Signed by:
Manny Manriquez
3A985751FE23499...

8/4/2026 | 1:46 PM MDT

Manriquez, Manny Date
Director

Council

Cover Analysis

1. **What is it?**
   Approval of the award for the Project Management/Construction Management services RFP for Aviation

2. **What will this piece of legislation do?**
   This action will award the contract to Burns & McDonnell

3. **Why is this project needed?**
   Aviation requested this contract to assist the department with project and construction management for large-scale construction projects at the Albuquerque International Sunport and Double Eagle II Airport.

4. **How much will it cost, and what is the funding source?**
   The costs for this contract will vary depending on each assigned project's complexity. Costs will follow the awarded vendor's cost proposal for hourly rates. Funding will come from Aviation's capital fund.

5. **Is there a revenue source associated with this contract? If so, what level of income is projected?**
   This will be an expense contract and has no revenue component.

6. **What will happen if the project is not approved?**
   Aviation project management staff will have to manage all projects alone. Having this contract in place will enable the Aviation project managers to outsource some of the project management functions of large-scale projects to the awarded vendor, which will help ensure efficient and effective management of all Aviation projects.

7. **Is this service already provided by another entity?**
   No.

Docusign Envelope ID: 26E22C68-F532-8F84-831A-06F6F2DA7F22

FISCAL IMPACT ANALYSIS

TITLE: Approval of the award for the Project Management/Construction Management services RFP for Aviation.

R: O:
FUND: 613

DEPT: 7000613

[X] No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.

[ ] (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	Fiscal Years 2027	2028	2029	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses		-		-
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	$ -	$ -	$ -	$ -
[X] Estimated revenues not affected				
[ ] Estimated revenue impact				
Revenue from program				
Amount of Grant		-	-	
City Cash Match				
City Inkind Match				
City IDOH	-	-	-	-
Total Revenue	$ -	$ -	$ -	$ -

These estimates do not include any adjustment for inflation.
* Range if not easily quantifiable.

Number of Positions created

COMMENTS: Funding for this contract will come from Aviation's Fund 613. Services will be executed through project-specific task orders for large-scale projects. The budget will vary depending on the scope of the needed services and will be contemplated at the time appropriations are requested through clean-up resolutions.

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

This service will enable the Aviation project managers to outsource day-to-day project and construction management activities for select large-scale projects. This will enable the department to manage multiple projects simultaneously without sacrificing the quality of project deliverables.

PREPARED BY:

John Stephens 8/4/2026 | 9:39 AM MDT
FISCAL ANALYST

APPROVED:

Signed by:
Manny Manriquez 8/4/2026 | 1:46 PM MDT
DIRECTOR

REVIEWED BY:

Signed by:
Mahvand Biazar 8/10/2026 | 8:53 AM MDT
EXECUTIVE BUDGET ANALYST

Signed by:
Roma Sandoval
BUDGET OFFICER

Signed by:
Christine Barner
CITY ECONOMIST

City of Albuquerque

Department of Finance and Administrative Services

Timothy M. Keller, Mayor

Interoffice Memorandum

Date: 07/08/2026

TO: Dr. Samantha Sengel, Chief Administrative Officer

FROM: Manny Manriquez, Aviation Department Director

Initial MM

SUBJECT: **Recommendation of Award –**
RFP Number: RFP-2025-726-AVI-GB
RFP Name: Project Manager and Construction Manager Services

The Department of Finance and Administrative Services, Purchasing Division, issued the subject solicitation in conjunction with the Aviation Department and developed an RFP for Project Management and Construction Management Services.

The solicitation was posted on the Purchasing website on March 26, 2026, and advertised both in the newspaper and on social media. The number of responses received for evaluation was one (1).

The Ad Hoc Evaluation Committee evaluated and scored the responses in accordance with the evaluation criteria published in the RFP and recommends awarding a contract to Burns & McDonnell.

I concur with this recommendation. Listed below are the composite scores for the top responses received:

COMPANY NAME	SCORE
Burns & McDonnell	821.6

The Department that will be managing this contract is the Aviation Department
Approved:

DocuSigned by:
5C2424C09B8Z41A

7/21/2026 | 1:11 PM MDT

Dr. Samantha Sengel (Date)
Chief Administrative Officer

Attachment: Scoring Summary

Evaluation Group 1 - Main Evaluation

	Scorecard						
Weight:		/ 200 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Gerrie Becker		200 PTS	PASS	PASS	PASS	PASS	PASS
Calculated:		200 PTS	PASS	PASS	PASS	PASS	PASS

Evaluation Group 2 - Proposal Ad Hoc Evaluation

	Total	Firm Experience	Staff Qualification	Understanding of Project	References
Weight:	/ 800 pts	/ 200 pts	/ 250 pts	/ 200 pts	/ 150 pts
Daniel Jiron	475 PTS	150 PTS	150 PTS	125 PTS	50 PTS
Gerrie Becker	-	-	-	-	-
JERRY FRANCIS	625 PTS	150 PTS	200 PTS	150 PTS	125 PTS
Joey Rowe	795 PTS	200 PTS	250 PTS	200 PTS	145 PTS
Kurt Schlough	738 PTS	183 PTS	230 PTS	185 PTS	140 PTS
Myrna Marquez	475 PTS	125 PTS	150 PTS	100 PTS	100 PTS
Calculated:	621.6 PTS	161.6 PTS	196 PTS	152 PTS	112 PTS

City of Albuquerque

Request for Proposals

Solicitation Number: RFP-2025-726-AVI-GB

Project Manager and Construction Manager Services

March 26, 2026

THIS IS A FEDERALLY-FUNDED PROJECT

Deadline for Receipt of Proposals: April 30, 2026, 4:00 p.m. (Mountain Time)
The City eProcurement System will not allow Proposals to be submitted after this date and time.

Non-Mandatory Pre-Proposal Conference: April 7, 2026, 11:00 a.m. via Zoom

City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division
V2024.07.10 JLB

TABLE OF CONTENTS

INTRODUCTION

Albuquerque International Sunport: The Albuquerque International Sunport (ABQ or the Sunport) was recently ranked the 7th best airport in the United States by the Washington Post. This recognition highlights how the Sunport is a leading center for worldwide transportation, advancing local, regional, and international commerce and creating an authentic southwestern travel experience. Its mission is to plan and deliver premier aviation services that contribute positively to Albuquerque and the State of New Mexico by ensuring a safe and pleasurable airport experience for passengers and providing quality services to our customers.

The Sunport is the principal air carrier airport serving the Albuquerque Metropolitan Area and the State of New Mexico. Owned by the City of Albuquerque and operated by the City's Aviation Department, the Sunport comprises 2,457 acres and is located 5 miles southeast of downtown Albuquerque.

The passenger facilities of the Sunport include a terminal complex with more than 550,000 square feet of interior space, including 22 air carrier aircraft gates as well as one regional/commuter gate area. The 22 air carrier gates are situated in a linear east-west concourse alignment, parallel to the terminal complex and connected to it via a terminal concourse connector. The eastern portion of the concourse is referred to as Concourse A, and the western portion is referred to as Concourse B. An International gate is located at the west end of the terminal complex and is used for International arrivals only. The surrounding terminal area includes a two-level terminal loop roadway system, a 3,400-space 4-level parking garage, and two surface lots: 1) a 573-space uncovered basic economy lot, and 2) a 450-space covered premium economy lot.

The Sunport has two principal runways for air carrier use: Runway 8-26, the primary air carrier/military runway, is 13,793 feet long and 150 feet wide; and Runway 3-31, the secondary runway, is 10,000 feet long and 150 feet wide. The primary aviation runway is a cross-wind air carrier Runway 12-30, and is 6,000 feet in length and 150 feet wide.

The City operates a Consolidated Rental Car Facility, which is located on approximately 76 acres of airport property southwest of the terminal complex. The facility is comprised of a customer service building, ready/return parking area, and service center facilities. The Consolidated Rental Car Facility is currently utilized by eight rental car companies, including Ace Rent a Car, Alamo/National, Avis, Budget, Dollar/Thrifty, Enterprise, Hertz, Payless, and Sixt.

Statistical Information: The Sunport is classified as a medium hub airport by the Federal Aviation Administration (FAA). In 2024, approximately 5.5 million passengers used the Sunport. The Sunport primarily serves an origination-destination (O&D) air traffic market, with approximately 90% of the passengers using the Sunport to begin or end their trips in the Albuquerque area and other parts of the State.

Historical Passenger Activity Calendar Year	Enplanements	Deplanements
2019	2,712,464	2,692,623
2020	908,466	907,945
2021	1,719,618	1,704,485
2022	2,360,711	2,353,693
2023	2,658,750	2,652,214
2024	2,737,328	2,734,350

Double Eagle II (DEII) is the City's primary general aviation airport, providing private aircraft owners a viable alternative to operating at the Sunport. DEII is home to approximately 150 private and corporate aircraft, and accommodates more than 66,000 annual operations, which include training flights, military flights, air ambulance, and charter air service. DEII has two active runways: Runway 4-22 is 7,398 feet in length by 100 feet wide, with full ILS and MALSR; and Runway 17-35 is 5,999 feet in length by 100 feet wide, and has REIL on each end.

Recent Developments

The Sunport has recently implemented a series of improvements aimed at modernizing infrastructure and enhancing the passenger experience. A new concessions program, launched in November 2022, reflects the airport's commitment to showcasing New Mexico's unique culture. The reimagined offerings include a mix of national brands and beloved local businesses, creating a sense of place and offering travelers more choices and convenience.

Capital Improvement Program: FY 2027 – FY 2031

Looking ahead, the Sunport has outlined over $400 million in planned investments through its five-year Capital Improvement Program. These investments are focused on maintaining safe and efficient operations while preparing the airport for future growth.

Planned improvements include:

- Rehabilitation of key airfield assets to ensure continued compliance and performance
- Modernization of terminal systems and facilities to improve comfort and energy efficiency
- Upgrades to security systems aligned with TSA standards
- Strategic landside infrastructure projects that reconfigure roadways, improve access, and expand parking capacity
- New facilities at DEII to support projected general aviation growth

Together, these projects will ensure that the Sunport continues to deliver reliable, high-quality service to passengers and business partners for years to come.

PART 1

INSTRUCTIONS TO OFFERORS

1.1 RFP Number and Title: RFP-2025-726-AVI-GB Project Manager and Construction Manager Services

1.2 Proposal Due Date: April 30, 2026, 4:00 PM (Local Time MDT)

The time and date Proposals are due shall be strictly observed.

1.2.1 Non-Mandatory Pre-Proposal Conference: On Zoom at the link below: https://cabq.zoom.us/j/83923863466

1.2.2 Questions: All questions shall be submitted in written format in the City's eProcurement system before April 20, 2026, by 9:00 AM MDT. Questions must be formatted by first stating the Part # and the section to which your question refers.

1.3 Purchasing Division: This Request for Proposals ("RFP") is issued on behalf of the City of Albuquerque by its Purchasing Division, which is the sole point of contact during the entire procurement process.

1.4 Authority: Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994 ("Public Purchases Ordinance"). The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this Public Purchases Ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this Public Purchases Ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.

1.5 Acceptance of Proposal: Acceptance of Proposal is contingent upon the Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the following:

1.5.1 City Public Purchases Ordinance

1.5.2 City Purchasing Rules and Regulations: These Rules and Regulations ("Regulations") are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

1.5.3 Civil Rights Compliance: Acceptance of Proposal is contingent upon the Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and

City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Office.

1.5.4 Americans with Disabilities Act Compliance: The Offeror certifies and agrees, by submittal of its Proposal, to comply and act in accordance with all applicable provisions of the Americans with Disabilities Act of 1990 and federal regulations promulgated thereunder.

1.5.5 Insurance and Bonding Compliance: Acceptance of Proposal is contingent upon the Offeror's ability to comply with the insurance requirements as stated herein. Please include a certificate or statement of compliance in your Proposal and bonds as required.

1.5.6 Ethics:

1.5.6.1 Fair Dealing. The Offeror warrants that its Proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud, and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

1.5.6.2 Conflict of Interest. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent, or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

1.5.7 Participation/Offeror Preparation: The Offeror may not use the consultation or assistance of any person, firm, or company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its Proposal or in the management of its business if awarded the contract resulting from this RFP.

1.5.8 Debarment or Ineligibility Compliance: By submitting its Proposal in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

Any Proposal received from an Offeror that is, at the time of submitting its Proposal or before receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP ("Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause in accordance with the terms of said contract.

1.5.9 Goods Produced Under Decent Working Conditions: It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City-owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its Proposal in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines "under decent working conditions" as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

1.5.10 Graffiti Free: When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services that are graffiti-free. Failure of the Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.

1.6 City Contact: The sole point of contact for this RFP is the City of Albuquerque Purchasing Division. Questions regarding this RFP should be directed to the following Purchasing representative unless otherwise specified in the solicitation. The City Contact will communicate with Offerors through its e-procurement system, Bonfire. Offerors will receive e-mail notifications from Bonfire to the e-mail address that the Offeror included in its Bonfire registration. Offerors are responsible for monitoring any communications sent through Bonfire and responding to any requests for information or directives within stated deadlines. Offerors who fail to abide by this instruction may be deemed nonresponsive.

- Gerrie Becker, Procurement Administrator, Department of Finance and Administrative Services, Purchasing Division
- Phone: (505) 228-3305 or E-Mail: gbecker@cabq.gov
- Post Office Box 1293, Albuquerque, New Mexico 87103

1.7 Contract Management: The contract resulting from this RFP will be managed by the Aviation Department, Fiscal Division.

1.8 Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this RFP must be requested in writing not less than ten (10) working days before the deadline for the receipt of Proposals to allow sufficient time for a reply to reach all Offerors before the submission of their Proposals. No extension of time will be granted based on the submission of inquiries subsequent to the required date, nor will such inquiries be answered. All inquiries must be directed to the Purchasing Division as stated herein and must be submitted through the City's eProcurement system, Bonfire. **The City will not respond to questions that are submitted by any means other than electronically through the City's eProcurement system**. Oral explanations or instructions given before the award of the contract or at any time will not be binding. Purchasing shall prepare answers to questions in the form of Addenda to this RFP and shall post all such Addenda to the online eProcurement System.

1. 9 Submission of Proposals. The Offeror's Proposal must be submitted **electronically** through the eProcurement system pursuant to the following requirements:

1.9.1 Electronic Copy. Submit your complete Proposal, including all forms, attachments, exhibits, Technical Proposal, Cost Proposal, etc., using the eProcurement System at https://cabq.bonfirehub.com/portal/?tab=openOpportunities. Please allow a minimum of two (2) business days to submit your proposal. If you do not have a username and password, please register, as this is the only method to submit electronically on the Bonfire portal. Please make sure to register on the system in order to receive notices and submit a response to a solicitation. For assistance, please contact support@gobonfire.com or 1-800-354-8010. **Failure to submit your proposal electronically through the City's eProcurement system shall result in your proposal being deemed nonresponsive.**

1.9.2 Format. Each file uploaded to the eProcurement System shall be in a single PDF format unless otherwise indicated. The City's preferred format is Optical Character Recognition (OCR) searchable PDF format. Do not encrypt files, and do not password-protect the documents submitted.

1.9.3 ALL PROPOSALS MUST BE RECEIVED BY THE CITY PURCHASING DIVISION AS SPECIFIED HEREIN. IF YOU FAIL TO COMPLY WITH THE SUBMISSION REQUIREMENTS IN THIS SECTION 1.9, THE CITY SHALL DEEM YOUR PROPOSAL NONRESPONSIVE.

1.9.4 No other methods of Proposal delivery. Neither telephone, facsimile, nor telegraphic Proposals shall be accepted.

1.9.5 Modification. Proposals may be modified or withdrawn only by written notice, provided such notice is received before the Proposal Due Date.

1.9.6 Receipt of Proposals. The only acceptable evidence to establish the time of receipt of Proposals by the City Purchasing Office is the time-date stamp of the EProcurement System.

1.9.7 Acknowledgment of Addenda to the Request for Proposals. Receipt of Addenda to this RFP by an Offeror must be acknowledged in the City's eProcurement system. Failure to acknowledge an Addendum may result in your response being deemed non-responsive.

1.10 Modifications to Scope of Services: In the event that sufficient funds do not become available to complete each task in the Scope of Services, the Scope of Services may be amended, based upon the cost breakdown required in the Cost Proposal.

1.11 Required Contract Terms:

1.11.1 City Terms and Conditions: The Required Contract Terms can be accessed at this link https://www.cabq.gov/dfa/purchasing-division/vendor-services/terms-and-conditions. Click on "Request for Proposals Required Contract Terms". The Offeror certifies that it accepts the Required Contract Terms in 1.11.1, or has uploaded its exceptions to the Required Contract Terms in the City's e-Procurement system, under "Requested Information" "Exceptions to Section 1.11.1 Required Contract Terms." Any exceptions shall be identified by the RFP Section, Subsection, and must state the specific exception the Offeror has, as well as any alternative language. The Offeror certifies that it accepts the Required Contract Terms, or has noted exceptions in its response. The City's receipt of exceptions in a response is not an acceptance of any requested changes to the Required Contract Terms. The Required Contact Terms may differ from the terms in the final contract awarded under this RFP.

1.11.2 Federal Terms and Conditions: The Federally-required contract provisions in compliance with 2 CFR PART 200, APPENDIX II can be accessed as Appendix B in Bonfire. The Offeror shall certify that it accepts and shall comply with the Federal Terms and Conditions in the City's e-Procurement system, under "Requested Information". Agreement to the Federal Terms and Conditions is mandatory. **If you fail to agree to the Federal Terms and Conditions, the City will deem your proposal nonresponsive.**

1.12 Contract Term: The contract resulting from this solicitation is anticipated to have a term of four (4) years with one additional one (1) year extension for a total of 5 years.

1.13 Evaluation Period: The City reserves the right to analyze, examine, and interpret any Proposal for a period of ninety (90) days after the hour and date specified for the receipt of Proposals. The City reserves the right to extend the evaluation period if it feels, in its sole discretion, that such an extension would be in the best interest of the City.

1.14 Evaluation Assistance: The City, in evaluating Proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.

1.15 Rejection and Waiver: The City reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received.

1.16 Award of Contract:

1.16.1 When Award Occurs: Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A

Recommendation of Award does not constitute an award of contract.

1.16.2 Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose Proposal conforming to this RFP will be most advantageous to the City as outlined in the Evaluation Criteria.

1.17 Cancellation: This RFP may be canceled for any reason, and any Proposals may be rejected in whole or in part when it is in the best interests of the City.

1.18 Negotiations: Negotiations may be conducted with the Offeror(s) recommended for award of the contract.

1.19 City-Furnished Property: No material, labor, or facilities will be furnished by the City unless otherwise provided for in this RFP.

1.20 Public Records:

1.20.1 The Purchasing Division's procurement file and any documents relating to this RFP, including the Proposals submitted by Offerors, shall be open to public inspection in accordance with applicable law after the recommendation of award of a contract has been approved by the Mayor or the Mayor's designee.

1.20.2 An Offeror who chooses to submit material they consider a "Trade Secret" must do so in a segregated file clearly designated as containing trade secrets both in the file name and within the contents of the file itself. These segregated files are to be used by the City for reference only. An Offeror's failure to segregate such materials constitutes a failure to reasonably, under the circumstances, maintain the materials' secrecy, and Offeror indemnifies and holds the City harmless for any liability resulting from the disclosure of any materials not segregated as described above.

1.20.3 If an Offeror submits with a proposal material required by law to be kept confidential, the Offeror must segregate such material in a separate file. Such a file should be clearly designated as "Legally Confidential" in both the file name and within the contents of the file. The contents of the file must include a description and citation to the legal basis for why the material must be kept confidential. Failure to segregate the material and describe the legal basis for why it is to be kept confidential may result in the information being disclosed. Designating the entire proposal confidential is not acceptable without providing the legal basis and may result in the information being disclosed. Offeror indemnifies and holds the City harmless for any liability resulting from such disclosure, resulting from information not segregated as described above.

1.20.4 Pricing, makes and models or catalog numbers of items offered, delivery terms, and terms of payment shall not be designated as trade secrets or required to be kept confidential by law.

1.20.5 The City will endeavor to restrict the release of material segregated and designated as "Trade Secret" or "Legally Confidential to only those individuals involved in the review and analysis of the Proposals, and to any other party as required by law or court order. Under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978) ("Act"), the City may redact trade secrets and other material required to be kept confidential by law, but may not redact proprietary or confidential information. Any Proprietary or Confidential Data provided as part of a Proposal is subject to public inspection under the Act. **Notwithstanding any provision of this RFP, the City shall not be responsible or liable to the Offeror for any disclosure of records required by the Act or an order of a court or other tribunal with jurisdiction over the City.**

1.21 Preferences: THIS IS A FEDERALLY-FUNDED PROJECT. NO PREFERENCES SHALL BE APPLIED.

1.22 Request for Proposals Protest Process:

1.22.1 RFP Documents: If the protest concerns the specifications for the RFP or other matters pertaining to the solicitation documents, the protest must be filed with the Chief Procurement Officer no later than 5:00 p.m., ten (10) business days prior to the deadline for the receipt of Proposals.

1.22.2 Recommendation of Award: If the protest concerns the Recommendation of Award, the protest must be filed with the Chief Procurement Officer no later than 5:00 p.m. of the tenth (10^{th}) business day after the receipt of notice of the Recommendation of Award.

1.22.3 Timely Protests: Protests must be received by the Chief Procurement Officer before the appropriate deadline as set out herein, or they will be rejected. The Chief Procurement Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

1.22.4 How to File: Any Offeror who is aggrieved in connection with a competitive solicitation or recommendation of award of a contract may protest to the City Chief Procurement Officer. The protest shall be addressed to the Chief Procurement Officer, must be submitted in written form, and must be legible. Protests may be electronically delivered via email or mailed. Facsimile, telephonic, telegraphic, or any other type of electronic protests will not be accepted.

1.22.5 Required Information: The protest shall contain at a minimum the following:

1.22.5.1 The name and address of the protesting party;

1.22.5.2 The number of the competitive solicitation;

1.22.5.3 A clear statement of the reason(s) for the protest detailing the provisions believed to have been violated;

1.22.5.4 Details concerning the facts that support the protest;

1.22.5.5 Attachments of any written evidence available to substantiate the claims of the protest; and

1.22.5.6 A statement specifying the ruling requested.

1.22.6 Delivery of Protests:

1.22.6.1 By Mail: Protests may be mailed in an envelope marked "PROTEST" with the solicitation number. Protests that are mailed should be addressed as follows:

Chief Procurement Officer
City of Albuquerque, Purchasing Division
P.O. Box 1293
Albuquerque, NM 87103
PROTEST, RFP Number

1.22.6.2 By Electronic Mail: Protests may be emailed to:

Kathleen Oney, Chief Procurement Officer
koney@cabq.gov

The message should clearly indicate "PROTEST" and the RFP number in the subject line.

1.22.7 Protest Response by Chief Procurement Officer: The Chief Procurement Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Chief Procurement Officer.

1.22.8 Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit. Only the issues outlined in the protest will be considered by the Chief Procurement Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Chief Procurement Officer following review of the request.

1.23 Insurance

1.23.1 General Conditions: The City will require the successful Offeror, referred to as the Contractor, to procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City, as well as the rider or endorsement showing that it has complied with these insurance requirements. All certificates of insurance shall provide a thirty (30) day written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided.

1.23.2 Approval of Insurance: Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) are filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

1.23.3 Coverage Required: The kinds and amounts of insurance required are as follows:

1.23.3.1 Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

$2,000,000	Per Occurrence
$2,000,000	Policy Aggregate
$1,000,000	Products Liability/Completed Operations
$1,000,000	Personal and Advertising Injury
$ 5,000	Medical Payments

The said policy of insurance must include coverage for all operations performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

1.23.3.2 Automobile Liability Insurance. A comprehensive automobile liability insurance policy with liability limits in amounts not less than $1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles, and other equipment both on and off work.

1.23.3.3 Workers' Compensation Insurance. Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico (the

"Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.

1.23.4 Increased Limits: During the life of the contract, the City may require the Contractor to increase the maximum limits of any insurance required herein. If the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

1.23.5 Additional Insurance: The City may, as a condition of award of a contract, require a successful Offeror to carry additional types of insurance. The type and limit of additional insurance are dependent upon the type of services provided via the contract by the successful Offeror.

1.24 Pay Equity Documentation. All Proposals shall include a Pay Equity Reporting Form that can be accessed at https://www.cabq.gov/gender-pay-equity-initiative. Offerors who believe they are exempt because they are an out-of-state contractor (meaning that you have no facilities and no employees working in New Mexico) are not required to report data, but must still submit a Pay Equity Reporting Form with the box verifying the exempt status checked. **Any Proposal that does not include a Pay Equity Reporting Form shall be deemed nonresponsive, as stated in the Public Purchases Ordinance, 5-5-31.** A Pay Equity Reporting Form will be automatically issued within two (2) business days of completing your information at the link above. To ensure you have your form before the deadline for solicitation closes, please access the link at least three (3) business days prior to the solicitation deadline. Please contact the "City Contact" identified above in Section 1.6 with any questions about the Pay Equity Reporting Form.

PART 2

PROPOSAL FORMAT

A "Proposal" consists of two distinct sections—a "Technical Proposal" and a "Cost Proposal"—that are submitted separately in Bonfire. Failure to submit the Technical Proposal and Cost proposal separately shall result in the City deeming your submission non-responsive.

2.1 Technical Proposal Format, Section One: The firm's proposal should describe the methodology to be used to accomplish the project objectives. The proposal should also describe the work that will be necessary to satisfactorily complete the described requirements.
Please note: this RFP cannot identify each specific, individual task required to implement all projects successfully and completely. The City of Albuquerque relies on the professionalism and competence of the selected firm to be knowledgeable of the general areas identified in the scope of work and to include in its proposal all required tasks and subtasks, personnel commitments, man-hours, direct and indirect costs, etc.
Proposal Format:
Firms are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated in Section 6 below. **The proposals must be in an 8 ½ X 11 format, minimum 10pt font size, minimum ¾" margins, and may be no more than a total of 50 electronic pages,** *including* cover letters, organization charts, staff resumes, and appendices. **NOTE:** Front and Back Covers, Dividers, Attachment's "A", "B", and "C", and Addenda acknowledgments, and the Cost/Rates Proposal *(Attachment D*) in a separate electronic file.* do NOT count toward the limit (everything else does).

2.1.1 Proposal Content: Offerors must provide the information identified below. All such information shall be presented in a format that directly corresponds to the numbering scheme identified here.

Each Proposal Package must include two separate electronic files as follows:

Electronic File #1, clearly marked "Technical Proposal", shall include the following items:
Technical Proposal: The Technical Proposal (Electronic File #1) shall be clearly marked as per the instructions above and shall include a statement of agreement to the Required Contract Terms; state exceptions as directed in Section 1.11. Show receipt of Addenda if applicable. Provide a statement or show the ability to carry the insurance specified and the Sections A, B, C, and D below:

Section A1: Firm (including any subcontractors) Qualifications and Experience, including References

A.1.1 Company Overview. Please describe the services that your company has provided in other cities, how long you have been in operation, and any unique features of the services you offer. Please also include how you meet the minimum requirements that will be scored on a pass-fail basis.

A.1.2 Indicate the name of any subcontractor firms or contractors that will be utilized to make up your team. Describe each subcontractor's qualifications, background, and specific expertise that they bring to the Project.

A.1.3 Identifies whether any staff or sub-contractor firms or contractors hold Program Management Professional (PGMP) or Project Management Professional (PMP) Certifications (optional but highly desirable).

A.1.4 References. Include a minimum of three references on the form provided of recent customers for whom your firm has provided similar services as contemplated herein, and include it with the forms section of your proposal. In addition to the form, in this section of your proposal, please provide any additional information that would explain in more detail the work undertaken with the references provided and any other material information you would like the City to know about your work for that reference that is relevant to the work described in this RFP.

Section A2: Staff, Teams (including any subcontractors) qualifications and experience

A.2.1 Staffing. The proposers shall describe how they plan to staff the project, including any local hires that they would need to make or local partnerships that they would need to establish to ensure successful program implementation.

A.2.2 List the name and qualifications of the key staff/team members that will be assigned to the Project. Provide detailed qualifications of the Project Manager who will be assigned to the Project.

A.2.3. Partners. The respondent should list any organizations they plan to partner with to implement the scope of work.

Section A3: Demonstrated understanding of the overall project and the requested scope of work

A.3.1 Proposed Approach for Implementing the Scope of Work. Please describe how you would approach the Scope of Work for the City of Albuquerque. This would include how you would address or enhance the tasks in the Scope of Work and how you would partner with the City to implement the service.

A.3.2 Anything else the City should consider as part of this process. Proposers should provide any insights or advice they feel may assist the City in implementing the Scope of Work.

A.3.3 Identify any “key” or “critical” issues that you believe may be encountered based on the firm’s prior experiences, and provide steps to be taken to ensure the issues identified do not affect the successful delivery of the service.

2.2 Cost Proposal Format, Section Two: Offerors must include a cost proposal as Attachment “E” in this RFP. The cost proposal file shall be named “RFP-2025-726-AVI-GB Offeror Name Cost Proposal”. The Cost Proposal shall be based on an hourly rate that is inclusive of all costs to perform the scope of work. Do NOT include Sections A-D in the Cost Proposal, Electronic File #2. Cost proposals will be evaluated by utilizing the ratio of the lowest cost provider times the number of points available for this category.

PART 3
SCOPE OF SERVICES

3.1 Overview:

The Albuquerque International Airport (Sunport) is seeking experienced Project Management and Construction Management (PMCM) services firms to support Sunport capital improvement projects, construction activities, and overall program management. The selected firms will serve as a resource to augment internal Sunport staff when capacity limits or staffing challenges arise, ensuring smooth and seamless transitions. Additionally, the firms will provide comprehensive oversight, coordination, and management to ensure successful project delivery aligned with the Sunport's strategic objectives.

The firms must demonstrate expertise in various project delivery methods, including Design-Bid-Build, Construction Manager at Risk (CMAR), Design-Build, and Public-Private Partnerships (P3). A thorough understanding of the distinct roles and interactions between contractor, designer, and owner within each delivery method is required.

3.2 Detailed Scope of Work

The PMCM firms shall be responsible for the following functions:

1. **Program and Project Management Support**
   - Act as the point of coordination for capital projects, ensuring alignment with the Sunport's strategic objectives and Capital Improvement Plan (CIP), working closely with consultants and other internal stakeholders.
   - Provide specialized knowledge in aviation infrastructure (airside and landside) projects such as runways, taxiways, terminal expansions, inline baggage systems, safety and security systems, and fire suppression.
   - Develop and maintain a detailed program management plan, including schedules, budgeting, and resource allocation.
   - Facilitate regular project coordination meetings with stakeholders, consultants, and contractors.
   - Provide regular status updates and detailed reporting to Sunport management.
2. **Construction Management and Quality Assurance**
   - Conduct, develop, and implement on-site inspections and monitoring to ensure construction compliance with project specifications and regulatory standards.
   - Manage constructability reviews, ensuring projects are feasible and optimized for successful execution.

- Oversee quality assurance, field measurements, and verification activities to maintain high construction standards.
- Clarify requests, submittals, and change orders effectively and efficiently.
- Provide oversight and monitoring with a keen eye for potential red flags of RFI, ASI, submittals, and change orders; enhancing internal City inspections.

3. **Technology Projects (Information Technology (IT), Operational Technology (OT), and Special Systems)**
   - Work with Airport IT, Operations, Security, Airlines, TSA, and CBP define requirements for technology-dependent projects.
   - Develop or apply airport technical standards for networks, servers, storage, wireless, cybersecurity, and critical systems integration.
   - Coordinate designs and installations for systems such as network and fiber backbone, Wi-Fi, access control, video management, public address, flight and baggage information displays, AODB and resource systems, building and baggage controls, and life-safety interfaces.
   - Produce interface control documents and data mapping for integrations with existing platforms.
   - Plan and manage procurement activities, and oversee subsequent factory testing, configuration, installation, and cutover, ensuring airport operations remain uninterrupted.
   - Conduct performance and acceptance testing, including soak tests and failover tests, and document results.
   - Turn over system documentation, license keys, configuration backups, network diagrams, and administrator credentials to Airport IT.
   - Establish support and warranty paths, and define monitoring and alerting handoffs.
   - Provide IT security reviews with the owner's cybersecurity team and close findings before go-live.
   - Train Airport IT and Operations staff and provide post-cutover hyper care.

4. **Risk Management and Issue Resolution**
   - Develop and maintain comprehensive risk and opportunity matrices for each project.
   - Identify potential risks early, recommend mitigation strategies, and actively manage issue resolution.
   - Provide support for dispute resolution and claims avoidance, ensuring minimal disruptions to project timelines and budgets.
5. **Planning and Integration**
   - Facilitate integration between planning, design, construction, and operations teams to ensure cohesive project execution.
   - Coordinate closely with other ongoing initiatives, such as concessions redevelopment, terminal enhancements, landside projects, and specialized infrastructure upgrades, including but not limited to projects such as runways, taxiways, terminal expansions, inline baggage systems, safety and security systems, and fire suppression.
6. **Asset Management Support**
   - Manage and coordinate with the airport staff and/or on-site contractor
   - Ensure asset ID standards, locations, and system associations align with airport Geographic Information System (GIS) and Building Information Modeling (BIM) records.
   - Oversee validation of asset data from submittals, O&M manuals, and as builts for field accuracy.
   - Review contractor procedures for Computer Maintenance Management System (CMMS) data loading, preventive maintenance plan setup, and work order generation.
   - Monitor equipment tagging with barcodes or QR codes and confirm completeness of tag mapping.
   - Review critical spares lists and recommended stock levels.
   - Verify completeness of asset handover materials, including training, spares, warranties, and O&M documentation.
   - Coordinate integration of lifecycle renewal and replacement forecast into the capital plan.

- Support airport staff training on updated asset records, PM plans, and warranty procedures.
- Confirm asset register and PM library updates following punch list closure, seasonal testing, or design changes.

7. **Compliance and Regulatory Oversight**
   - Ensure familiarity with FAA-specific procedures, filings (e.g., Form 7460), and regulatory processes impacting airspace and operations.
   - Demonstrate expertise in airport security protocols, including badging processes and restricted area compliance.
   - Ensure adherence to all applicable environmental regulations, including compliance with National Environmental Policy Act (NEPA) processes.
   - Conduct oversight to maintain compliance with Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE), and labor compliance requirements.
   - Oversee safety compliance and contractor safety protocols on-site.
8. **External Funding Support**
   - Assist the airport in identifying and securing external funding opportunities, such as Federal Aviation Administration (FAA) grants.
   - Support the preparation and submission of grant applications and associated documentation required by funding agencies.
   - Ensure compliance with funding agency requirements throughout the project lifecycle.
9. **Training and Mentorship**
   - Provide guidance and mentorship to Sunport staff, facilitating knowledge transfer in specialized areas of Sunport project and construction management.
   - Focus training on aviation-related projects, emphasizing external funding processes, FAA compliance, regulatory requirements, and specialized project delivery methods.
   - Foster a collaborative environment that promotes professional growth among Sunport project managers and related personnel.
10. **Stakeholder Engagement and Communication**

- Coordinate and participate in presentations, meetings, and briefings with stakeholders, regulatory agencies, and Sunport management.
- Prepare and disseminate meeting agendas and detailed minutes, ensuring transparent and efficient communication across all project levels.

11. **Project Closeout and Commissioning**
    - Develop the commissioning plan early and align it with design milestones and construction sequencing.
    - Review design for testability and access, and incorporate commissioning requirements in contractor submittals and work plans.
    - Prepare and execute pre-functional checklists, functional performance tests, integrated systems tests, and seasonal tests for mechanical, electrical, plumbing, fire protection, building automation, baggage systems, security, communications, and other specialty systems.
    - Witness factory and site acceptance tests and verify testing, adjusting, and balancing (TAB) results and setpoints.
    - Track deficiencies and corrective actions through closure and retest.
    - Coordinate training agendas and attendance for Maintenance and Operations staff, and confirm training materials are turned over.
    - Manage burn-in periods and reliability runs for critical systems, then recommend readiness for operational use.
    - Deliver the final commissioning report with test forms, issues logs, and as-found and as-left settings.
    - Support Operational Readiness and Airport Transfer (ORAT) activities, including trials, drills, and cutover playbooks where requested.
    - Confirm all O&M manuals, warranties, and record documents are complete before final closeout.

3.3 Minimum Qualifications:

To be considered for the Project Management and Construction Management (PMCM) engagement at the Albuquerque International Sunport, proposers must demonstrate, at the time of proposal submission, that they meet the following minimum qualifications. These qualifications are designed to ensure that the selected firm(s) possess the appropriate aviation-specific experience, technical expertise, and operational readiness to augment the Sunport's internal staff and effectively manage and support complex capital projects in an active airport environment.

The Proposer must have the following experience:

1. Proposer must have completed PMCM assignments at a minimum of three (3) or more commercial service airports in the United States within the past five (5) years.
2. At least one project must have been conducted at a medium or large hub airport (as defined by the FAA)

3.4 Management Qualifications:

A. Knowledge:

1. The Proposers submitting a Statement of Qualifications & Experience (SOQ&E) should possess demonstrable skills, detailed knowledge, and applied experience in each of the Areas a-k as detailed in the Scope of Work, including but not limited to:
    a. Program and Project Management Support
    b. Construction Management and Quality Assurance
    c. Technology Projects (IT, OT, and Special Systems)
    d. Risk Management and Issue Resolution
    e. Planning and Integration
    f. Asset Management Support
    g. Compliance and Regulatory Oversight
    h. External Funding Support
    i. Training and Mentorship
    j. Stakeholder Engagement and Communication
    k. Project Closeout and Commissioning, including Project Start-Up

2. For each area, the proposer must provide at least one example project where the firm or team provided these services.
    a. Responses must include a brief description of the proposer's role, the outcomes, and the timeframe.

B. Key Personnel Requirements:

1. Each key staff member assembled on the proposed team shall have at least 10 years of demonstrated experience in any/all of the areas indicated: scheduling, design of architectural or civil projects, project controls, and/or contract management.

2. The Proposers shall identify and provide a detailed resume for the proposed project manager for this assignment, including full work history, special qualifications, and demonstrated experience. Experience working at a commercial airport in an operational public environment on multi-phase construction projects is required.

3. The Proposers shall identify all key personnel assigned to work on the assignment throughout the life of the program. Recommended key staff include the Project Manager, Scheduler, Controls Manager, Change Control Manager, and Design Manager. The Proposers will be required to obtain Sunport approval for key personnel changes from the executive team throughout the life of the contract, and newly assigned key personnel will be required to meet the above requirements

PART 4

EVALUATION OF PROPOSALS

4.1 Selection Process. The Mayor of Albuquerque shall name, for the purpose of evaluating the Proposals, an Ad Hoc Advisory Committee. Based on the evaluation criteria established in this RFP, the Committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. The proposal documentation requirements outlined in this RFP are designed to guide the Offeror on the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations, or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request based on the initial Proposals.

4.1.1 Selection of Finalist Offerors (If Applicable). The Ad Hoc Advisory Committee may select Finalist Offerors (also known as the "short list"). The Purchasing Office will notify the Finalist Offerors. Only Finalist Offerors will be invited to participate in the subsequent steps of the procurement if this Finalist process is used.

4.1. 2. Presentation or Demonstrations by Finalists (If Applicable). Finalist Offerors may be required to present their proposals to the Ad Hoc Advisory Committee ("Oral Presentation"). The Purchasing Office will schedule the time for each Finalist Offeror's presentation. All Finalist Offeror Oral Presentations will be held remotely via Zoom unless notified otherwise. Each Oral Presentation will be limited to one (1) hour in duration unless notified otherwise. NOTE: The scores from the initial proposal evaluation will only carry over to the Oral Presentation evaluation in the case of a tie score after Oral Presentations.

4.2 Evaluation Criteria. The following general criteria, not listed in order of significance, will be used by the Ad Hoc Advisory Committee in recommending a contract award to the Mayor. The Proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

4.2.1 Evaluation Factors: This solicitation has been developed in the RFP best value format. Accordingly, firms should take note that multiple factors, as identified in the RFP, will be considered by the Evaluation Committee to determine which proposal best meets the requirements outlined in the RFP document. Price alone will not be the sole determining criterion. Proposal Evaluation Criteria:

An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive proposals to this RFP. Firms are requested to submit their proposals so that they correspond to and are identified with the following specific evaluation criteria (1000 total points possible):

Criteria	Points
Minimum Qualification 3.3 and 3.4	Pass/Fail
Firm's (including any subcontractors) Qualifications and experience in providing similar services as defined in the RFP, including References	200
Staff / Team's (including any subcontractors) Qualifications and experience in providing similar services as defined in the RFP	250
Demonstrated Understanding of the overall project and the requested Scope of Work	200
References on previous/similar contracts	150
Cost Proposal	200
Total Points**	1000

.**4.2.2 Cost/Price Factors:** The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Please note that the lowest cost is not the sole criterion for recommending a contract award.

4.2.3 Cost Evaluation. The City Purchasing Division or designee will perform the cost/price evaluation. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, Proposals will be examined to ensure that all proposed elements are priced and clearly presented. Cost Proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly. Alternatively, they may be rejected by the Ad Hoc Advisory Committee if they lack sufficient information to determine the value/price/cost relative to the proposed services.

FEDERALLY-REQUIRED CONTRACT PROVISIONS
IN COMPLIANCE WITH 2 CFR PART 200, APPENDIX II

All Contractors with Agreements funded in whole or in part with federal funds shall be required to comply with 2 CFR Part 200, Appendix II, as follows:

1.	**Equal Employment Opportunity** During the performance of this contract, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The Contractor will send to each labor union or representative	All contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3; construction work.

of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by 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.

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

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction

	work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.	
2.	**Davis-Bacon Act** The Contractor agrees to place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or sub-contract must be conditioned upon the acceptance of the wage determination. The Contractor must report all suspected or reported violations to the City, which will report the same to the federal awarding agency. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5, as applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in wage determination made by the Secretary of Labor. Additionally, Contractor is required to pay wages not less than once a week.	All prime construction contracts in excess of $2,000 awarded by non-Federal entities; construction work

3.	**Copeland Anti-Kickback Act** Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or other applicable federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor or subcontractor as provided in 29 CFR §5.12.	For construction work over $2,000
4.	**Contract Work Hours and Safety Standards Act** Overtime requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause outlined in paragraph (b)(1) of this section, the Contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each laborer or mechanic, including watchmen and guards, employed in violation of the clause outlined in paragraph (b)(1) of this section. Withholding for unpaid wages and liquidated damages: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in	For contracts over $100,000 or that involve mechanics or laborers

	paragraph (b)(2) of this section. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5, and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.	
5.	**Rights to Inventions Made under a Contract or Agreement** If the award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City must comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or other applicable federal agency.	For funding agreements under 37 CFR 401.2(a)
6.	**Clean Air Act and Federal Water Pollution Control Act** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 *et seq*. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FEMA or other applicable federal agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA or other applicable federal agency.	For contracts over $150,000
7.	**Debarment and Suspension** This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905 are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Contractor must comply with 2 CFR Part 180, subpart C, and 2 CFR Part 3000, subpart C, and must include a requirement to	For all contracts: 1) over $25,000, 2) requiring federal agency approval, 3) for federally required audit services, or 4) a subcontract meeting requirement 1 or 2

	comply with these regulations in any lower-tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C, and 2 CFR Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment. The bidder or Offeror agrees to comply with the requirements of 2 CFR Part 180, subpart C, and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This bidder or Offeror further agrees to include a provision requiring such compliance in its lower-tier covered transactions.	
8.	**Byrd Anti-Lobbying Amendment** Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient, who in turn will forward the certifications to the awarding agency. If the Agreement exceeds $100,000, the Contractor must certify compliance with the Byrd Anti-Lobbying Amendment.	For all contracts, contracts over $100,000 must certify compliance
9.	**Procurement of Recovered Materials** In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1. Competitively within a time frame providing for compliance with the Agreement performance schedule; 2. Meeting Agreement performance requirements; or 3. At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.	For a state or political subdivision of the state, if the purchase price of an item exceeds $10,000 (including the value of the item acquired over the year)

	The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.	
10.	**§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.** (a) Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.	For all contracts

	(c) See Public Law 115-232, section 889, for additional information. (d) See also § 200.471.	
11.	**§ 200.322 Domestic preferences for procurements.** (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	For all contracts

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

The ____, certifies to the best of its knowledge and

(Company/Contractor)

belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not, within a three-year period preceding this Agreement, been convicted or had a civil judgment against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or Agreement 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

(4) Have not, within a three-year period preceding this agreement, had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this certification.

THE COMPANY/CONTRACTOR, ____________________________________ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.

Executed on this date: _________________________.

By ___________________________

(Signature of authorized official)

____

(Title of authorized official)

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if, at any time, the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “transaction”, “debarred”, “suspended”, “ineligible”, “lower-tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, ____, hereby certify on behalf of

(Name and title of Official)

____ that;

(Name of Company)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned 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 or Member of Congress in connection with the awarding of any Federal Agreement, 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 Agreement, grant, loan or cooperative agreement.

(2) If any funds other the 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 Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and Agreements under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

For purposes of this Certification, the Agreement shall be considered a federal Agreement. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, 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.

Executed on this date: ___________________________.

By ______________________________

(Signature of authorized official)

____

(Title of authorized official)

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or perspective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION OF BIDDER

Bidder's Name: ____

Address:____

____ ___________

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes ____ No ____

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes ____ No ____

____

Certification -- The information above is true and complete to the best of my knowledge and belief.

____

NAME AND TITLE OF SIGNER (PLEASE TYPE)

_________________________________ _________________________

SIGNATURE DATE

Appendix A
Cost Proposal

#	BILLING CATEGORY	BILLING (HOURLY RATE)
1	Senior Principal Architect	$
2	Principal Architect	$
3	Senior Architect	$
4	Registered Architect	$
5	Intern Architect	$
6	Senior Principal Engineer	$
7	Senior Engineer	$
8	Project Engineer	$
9	Engineer Manager	$
10	Engineering Intern II	$
11	Engineering Intern I	$
12	Survey Technician	$
13	Two Person Survey Crew	$
14	Two Person GPS Survey Crew	$
15	Licensed Surveyor	$
16	Senior Observer	$
17	Observer	$
18	Administrative Aide II	$
19	Administrative Aide I	$
20	Administrative Support	$
21	Grants / Technical Administrator	$

TOTAL $

- The Categories provided here are for price comparison purposes. Cost Proposals may include additional cost sheets for other categories not identified here. Those additional categories will not be used to determine points awarded. All positions require a rate.

Appendix B
FAA AIP Contract Provisions

Table 1 – Applicability of Provisions

Provisions/Clauses	Dollar Threshold	Solicitation	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts
Access to Records and Reports	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Affirmative Action Requirement	$10,000	**REQD**	Limited	**REQD**	Limited	Limited	n/a
Breach of Contract	$250,000	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Buy American Preferences	$ 0	**REF**	Limited	**REQD**	**REQD**	Limited	n/a
(1) Buy American Statement	$ 0	NIS	Limited	**REQD**	**REQD**	Limited	n/a
(2) Construction	$ 0	NIS	Limited	**REQD**	**REQD**	Limited	n/a
(3) Equipment/Building Projects	$ 0	NIS	Limited	**REQD**	**REQD**	Limited	n/a
Civil Rights – General	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**
Civil Rights - Title VI Assurances	$ 0	**REF**	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**
(1) Notice - Solicitation	$ 0	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**
(2) Clause - Contracts	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**
(3) Clause – Transfer of U.S. Property	$ 0	NIS	n/a	n/a	n/a	Limited	**REQD**
(4) Clause – Transfer of Real Property	$ 0	NIS	n/a	n/a	n/a	**REQD**	**REQD**
(5) Clause - Construct/Use/Access to Real Property	$ 0	NIS	n/a	n/a	n/a	**REQD**	**REQD**
(6) List – Pertinent Authorities	$0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**
Clean Air/Water Pollution Control	$150,000	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Contract Work Hours and Safety Standards	$100,000	NIS	Limited	**REQD**	Limited	Limited	n/a
Copeland Anti-Kickback	$ 2,000	NIS	Limited	**REQD**	Limited	Limited	n/a
Davis Bacon Requirements	$ 2,000	**REF**	Limited	**REQD**	Limited	Limited	n/a
Debarment and Suspension	$25,000	**REF**	**REQD**	**REQD**	**REQD**	Limited	n/a
Disadvantaged Business Enterprise	$ 250,000	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Distracted Driving	$10,000	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Domestic Preferences for Procurements	$0	**NIS**	**REQD**	**REQD**	**REQD**	**REQD**	Info
Equal Employment Opportunity	$10,000	NIS	Limited	**REQD**	Limited	Limited	n/a
(1) EEO Contract Clause	$10,000	NIS	Limited	**REQD**	Limited	Limited	n/a
(2) EEO Specification	$10,000	NIS	Limited	**REQD**	Limited	Limited	n/a
Federal Fair Labor Standards Act	$ 0	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**	Info
Foreign Trade Restriction	$ 0	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Lobbying Federal Employees	$ 100,000	**REF**	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Occupational Safety and Health Act	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	Info
Prohibition on Certain Telecommunications	$0	**NIS**	**REQD**	**REQD**	**REQD**	**REQD**	Info

Provisions/Clauses	Dollar Threshold	Solicitation	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts
and Video Surveillance Services or Equipment							
Prohibition of Segregated Facilities	$0	NIS	Limited	**REQD**	Limited	Limited	n/a
Recovered Materials	$10,000	**REF**	Limited	**REQD**	**REQD**	Limited	n/a
Right to Inventions	$ 0	NIS	Limited	Limited	Limited	n/a	n/a
Seismic Safety	$ 0	NIS	Limited	Limited	Limited	n/a	n/a
Tax Delinquency and Felony Conviction	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Termination of Contract	$10,000	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Veteran's Preference	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a

ACCESS TO RECORDS AND REPORTS

ACCESS TO RECORDS AND REPORTS

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

AFFIRMATIVE ACTION REQUIREMENT

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: **[*Sponsor must insert established goal*]**

Goals for female participation in each trade: 6.9%

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

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

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 **New Mexico, Bernalillo County, City of Albuquerque.**

BREACH OF CONTRACT TERMS

BREACH OF CONTRACT TERMS

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

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

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

BUY AMERICAN PREFERENCE

FAA BUY AMERICAN PREFERENCE

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

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

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

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

Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;
b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from

b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

____________________________	____________________________
Date	Signature
____________________________	____________________________
Company Name	Title

Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing steel and manufactured products produced in the United States;
b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
b) To faithfully comply with providing U.S. domestic product.
c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bidders and/or offerors;
c) Receipt or record that demonstrates that supplier scouting called for in Executive

Order 14005, indicates that no domestic source exists for the project and/or component;

d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

______________________________	______________________________
Date	Signature
______________________________	______________________________
Company Name	Title

CIVIL RIGHTS – GENERAL

GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

COPELAND “ANTI-KICKBACK” ACT

COPELAND “ANTI-KICKBACK” ACT

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

DAVIS-BACON REQUIREMENTS

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

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

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

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

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

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

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

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

4. Apprentices and Trainees.

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

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

DEBARMENT AND SUSPENSION

Bidder or Offeror Certification

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE

Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of **responsiveness**:
The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

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

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

Bid Information submitted as a matter of **responsibility**:
The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

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

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

Solicitation Language (Race/Gender Neutral Means)

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

DISTRACTED DRIVING

TEXTING WHEN DRIVING

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

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

$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

DOMESTIC PREFERENCES FOR PROCUREMENTS

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

EQUAL OPPORTUNITY CLAUSE

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

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

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

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

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the

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

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

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

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

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

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

   d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

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

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

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

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

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and

the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

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

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association,

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

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

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

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

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

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be

maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

TRADE RESTRICTION CERTIFICATION

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

CERTIFICATION REGARDING LOBBYING

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

PROHIBITION OF SEGREGATED FACILITIES

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

PROCUREMENT OF RECOVERED MATERIALS

PROCUREMENT OF RECOVERED MATERIALS

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

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

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

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

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

RIGHT TO INVENTIONS

RIGHTS TO INVENTIONS

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

SEISMIC SAFETY

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

TAX DELINQUENCY AND FELONY CONVICTIONS

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

1) The applicant represents that it is (   ) is not (   ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

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

Note

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

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

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

TERMINATION OF CONTRACT

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

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

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

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

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

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

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

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

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

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

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

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

TERMINATION FOR CAUSE (CONSTRUCTION)

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

TERMINATION FOR CAUSE (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger the performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner-approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or

6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

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

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

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

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

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

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

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

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

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

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

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

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

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

VETERAN'S PREFERENCE

VETERAN'S PREFERENCE

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

Exhibit B

TECHNICAL PROPOSAL FOR

Project Manager and Construction Manager Services

Solicitation Number: RFP-2025-726-AVI-GB

SUBMITTED TO

City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division

April 30, 2026

Technical Proposal

April 30, 2026

Gerrie Becker
Procurement Administrator
Department of Finance and Administrative Services,
Purchasing Division, City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

RE: Project Manager and Construction Manager Services | Solicitation Number: RFP-2025-726-AVI-GB

Dear Ms. Becker and the Selection Committee,

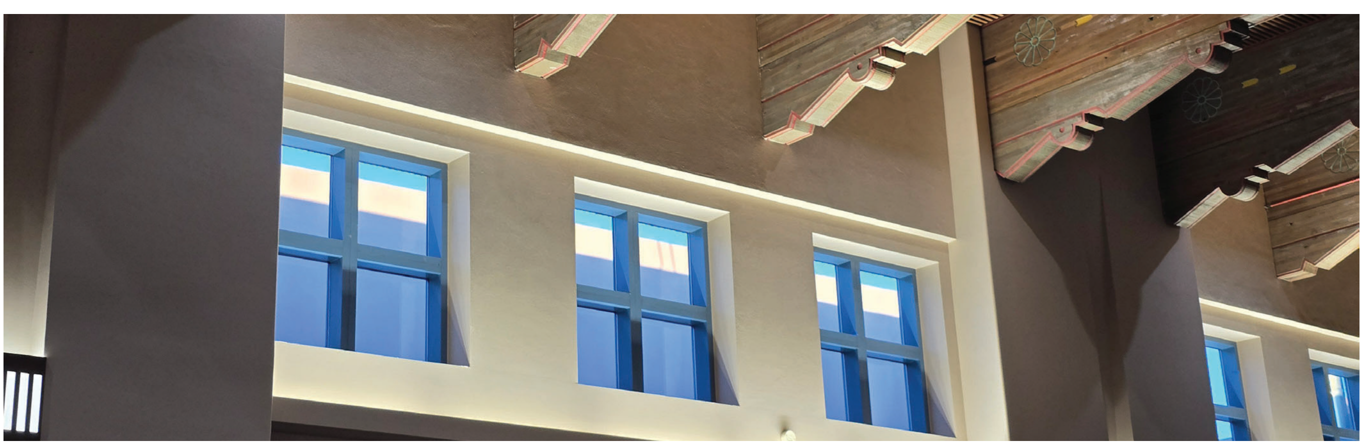
The team at Burns & McDonnell is genuinely excited for the chance to partner with the City of Albuquerque's Aviation Department on your upcoming Project Manager and Construction Manager Services program at the Albuquerque International Sunport (Sunport) and Double Eagle II (AEG). We have always admired the Sunport, not just for its consistent top industry rankings, but for the incredible sense of place you have cultivated. We know you are looking for a partner experienced in aviation program management to help continue the tradition of safe, reliable, and enjoyable service that the Sunport and AEG are known for. We are ready to get to work.

Proven Program Management Success

We understand that you need a partner who is low-risk and high-quality, which is what we work hard to provide for each of our clients. Our team exceeds your requirements, and our proven track record includes demonstration of program management success at large and medium hub airports, including Ft. Lauderdale-Hollywood International Airport (FLL), Louis Armstrong New Orleans International Airport (MSY and Los Angeles International Airport (LAX) as well as at growing commercial service airports such as Aeropuerto Internacional Rafael Hernández (BQN), Columbia Regional Airport (COU), and Cape Girardeau Regional Airport (CGI). Additionally, we have successfully collaborated with many of the airlines that serve your airport, including American, Delta, Southwest, and United. ***It is this background that has built our reputation for excellence in the aviation sector, consistently delivering projects that exceed expectations while staying on time and within budget.***

Your Success and Empowered Team

We understand the importance of a lean, efficient, and collaborative team to maximize your $400 million, five-year Capital Improvement Plan at the Sunport, and that is precisely how we view our role. Our commitment extends beyond project management and seamless extension of your staff to actively mentor your team, promoting a transfer of knowledge that builds your team's capabilities and fulfills the partnership you envision across the full spectrum of projects at the Sunport and AEG. Should the program require it, Project Manager Jodi Cooper's commitment to the partnership includes relocating to Albuquerque for dedicated and accessible leadership. ***Our team-oriented approach allows your staff to focus on their core responsibilities with confidence. We manage the project's intricacies while also providing your team with lasting knowledge and skills through our collaborative mentorship.***



Ideal Partner to Drive Your Strategic Objectives

At Burns & McDonnell, we believe a successful partnership begins long before the work. We have already immersed ourselves in your vision by studying the City of Albuquerque's proposed 2026 budget, public agency reports, and the Sunport's master plan. This proactive research gives us a distinct and comprehensive understanding of your core goals: to sustain and improve facilities, facilitate business activity and the passenger experience, and foster a safe and secure environment. This understanding means our team of skilled professionals is not just ready to collaborate but is pre-aligned with your mission. ***This opportunity is much more than another project to us; it is a chance to contribute to Albuquerque's legacy.***

We understand the importance of this program and are enthusiastic about the opportunity to contribute to the success of the Sunport and AEG. We are confident this partnership will result in outstanding outcomes for your organization and aviation in New Mexico. We look forward to the possibility of discussing how Burns & McDonnell can support the City and the Sunport's objectives in this upcoming program.

Sincerely,

Jodi Cooper, PE
Project Manager
573-783-9186
jdcooper@burnsmcd.com

Signed by:
A0C3A6ACAA2C489...
Pedro Constanzo, PE
Vice President
816-822-3273
pconstanzo@burnsmcd.com

A.1

Firm Qualifications and Experience Including References

A.1.1 Company Overview

Founded in 1898 and drawing on the multidisciplinary experience of more than 13,500 employee-owners in more than 75 offices worldwide, Burns & McDonnell plans, designs, permits, constructs and manages facilities with one mission in mind — to make our clients successful.

We are proud of our 128-year history and especially proud to be 100% employee-owned. Being an employee-owned company since 1985 informs all we do. Because every employee has a stake in the outcome, we are driven to find innovative solutions, manage risks proactively, and deliver on our promises. This ownership mentality is a key reason that over 90% of our business comes from repeat clients. Each employee-owner is personally invested in each project and maintains the same sense of perseverance, dedication and ownership as our founders did when they first opened their doors. This dedication to our core values and to our clients means we are consistently ranked among the top ten leading design and construction firms.

ENR Engineering News-Record

#2 Design Firm in New Mexico
#7 Top 500 Design Firms
#8 Top 100 Design Build firms
#5 Design Firm Mountain States and Southwest

BUILDING DESIGN + CONSTRUCTION

#3 Airport Facility Engineering Firms
#3 Military Facility Engineering Firms

CONSULTING - SPECIFYING engineer

#2 MEP Giant
#2 Commissioning Giant

Burns & McDonnell offers broad services tailored for the aviation industry, a sector we have proudly served since the 1940s. Our experience spans from major international hubs to regional airports, delivering projects that enhance safety, efficiency, and the passenger experience. The projects showcased herein demonstrate our capabilities in program management, airfield design, terminal modernization, and the integration of complex systems, including baggage handling, security, and technology.

Our local and regional team will be supported by national aviation technical specialists, only activated as needed throughout the life of the program. Collectively, our team brings extensive experience managing similar airport programs nationwide, along with a detailed understanding of the Sunport's and Double Eagle II's infrastructure and operational needs.

Our aviation group specializes in program management, FAA regulation compliance and coordination, master planning, facility design, environmental permitting and operational systems. The company's program management services provide structured oversight for projects from the planning stage to execution, with a focus on cost control, risk mitigation, and schedule optimization.

Additionally, our aviation group provides a full suite of aviation design and construction capabilities which enhance our program management capabilities. Having a full suite of in-house aviation design capabilities provides the City of Albuquerque with a single, integrated team which streamlines communication and decision-making. It also allows for seamless coordination across all disciplines – from planning, engineering and architecture to environmental and construction – reducing delays and seeking cost-saving opportunities.

80+ YEARS PROVIDING AVIATION SERVICES

EXPERIENCE AT OVER **365** AIRPORTS WORLDWIDE

$10B VALUE OF TOTAL AVIATION PROGRAMS MANAGED IN THE LAST 10 YEARS

World Headquarters	Albuquerque Office
9400 Ward Parkway Kansas City, MO 64114	100 Sun Ave. NE Suite 310 Albuquerque, NM 87109

Minimum Requirements:

- Proposer must have completed PMCM assignments at a minimum of three (3) or more commercial service airports in the United States within the past five (5) years.
- At least one project must have been conducted at a medium or large hub airport (as defined by the FAA)

Burns & McDonnell has a proven record of delivering program management and construction management services for complex airport programs across the United States, meeting the requirement of completing assignments at three or more commercial service airports within the last five years. Our experience includes delivering complex terminal programs at numerous medium and large hub airports, where we have demonstrated our integrated capabilities across planning, design, program controls and construction. We offer industry-leading experience in every discipline, from grants and airport systems to infrastructure, and provide targeted solutions for the most critical challenges. Our teams are adept at maintaining airport operations, coordinating with multiple stakeholders, managing costs, meeting aggressive schedules and maximizing funding across concurrent projects.

The following projects are those we believe most closely align with the complexities of your program and fulfill your explicit requirements

Louis Armstrong New Orleans International Airport (MSY) | MediumHub ✓ Commercial Service ✓
New Terminal Program Management and Construction Management

Columbia Regional Airport (COU) | Commercial Service ✓
Terminal Building Program Management and Construction Management

Rafael Hernández International Airport (BQN) | Commercial Service ✓
Program and Construction Management

Required Contract Terms:

Burns & McDonnell has reviewed the City’s sample terms and conditions and believes they can serve as a strong foundation for a mutually agreeable contract. Upon award, we look forward to working collaboratively with the City to finalize project-specific terms that align with the scope of services and reflect fair, reasonable, and insurable risk allocation

Contract Exceptions:

Starting from the strong basis of the City of Albuquerque’s terms and conditions, Burns & McDonnell anticipates that the specific scope of services awarded will naturally lead to collaborative refinements of the final agreement. Again it is our goal to work with the City upon award to shape a project-specific contract that reflects a fair, reasonable, and insurable allocation of risk for all parties involved.

Addenda:

Burns & McDonnell acknowledges receipt and review of the following addenda: Addendum 1: 4/21/2026

Insurance Requirements:

Burns & McDonnell is able to provide insurance coverage specified by this RFP.

Aviation Overview

Burns & McDonnell has been providing comprehensive aviation services for nearly 80 years. We have worked at more than 350 US airports varying in size from l general aviation (GA) facilities to large hub airports such as Los Angeles International Airport (LAX). Our team of over 800 aviation professionals enable us to staff projects as needed as well as draw on these resources for additional assistance on aviation projects across the country.

The following table provides a sample of the services provided and airports served.

Services Provided for Other Cities and Airports			
Service	**City and Airport**	**Service**	**City and Airport**
Program Management	New Orleans, LA (MSY) Columbia, MO (COU) Los Angeles, CA (LAX)	**Design Build**	San Francisco, CA (SFO) Portland, OR (PDX) Orlando, FL (MCO)
Construction Management	New Orleans, LA (MSY) Los Angeles, CA (LAX)	**Ramp Services**	New York City, NY (LGA) Detroit, MI (DTW) Chicago, IL (ORD) Atlanta, GA (ATL)
Aviation Technology	New York City, NY (JFK) Miami, FL (MIA)	**Airside/Landside Services**	New York City, NY (LGA) Kansas City, MO (MCI) San Jose, CA (SJC) Burbank, California (BUR)
Baggage Handling	Miami, FL (MIA) Washington, D.C. (DCA) St. Louis, MO (STL)	**Terminal/Facility Work**	New York City, NY (LGA) St. Louis, MO (STL) Denver, CO (DEN)
Aircraft Fueling	Austin, TX (AUS) San Diego, CA (SAN)	**Aircraft Deicing**	Syracuse, NY (SYR) Denver, CO (DEN)
MRO/Hangar Facilities	San Francisco, CA (SFO) Portland, OR (PDX) Orlando, FL (MCO)		

A Trusted Partner for Project Delivery in Albuquerque

Burns & McDonnell understands that the successful delivery of major aviation projects requires a partner with proven experience and a flexible approach. For a key client like the City of Albuquerque, selecting the right project delivery method is critical to managing risk, controlling costs, and achieving project goals. We are proficient in all major delivery models, allowing us to provide experienced, unbiased guidance to select the optimal approach for your specific needs. Our comprehensive experience demonstrates our capability to manage any project, regardless of its complexity or delivery structure.

Our team has a deep understanding of the nuances and benefits of each of the following methods:

Delivery Method	Client-Focused Application
Design-Bid-Build (DBB)	A traditional and transparent method, ideal for public projects where design and construction are procured separately to meet specific regulatory and bidding requirements. Our team performs most of our design work in aviation as design-bid-build, including major runway and taxiway construction at Ontario (California) International Airport (ONT).
Design-Build (DB)	An integrated approach that streamlines delivery by combining design and construction under a single contract, offering cost and schedule certainty for the owner. Our preference in the Aviation industry is always to use progressive design-build. We are currently the Engineer of Record for a major design-build program at Burbank (BUR), have managed the design-build program at Columbia, MO (COU), and are the lead design-builder for a major hangar complex for United Airlines at Orlando (MCO).
Construction Manager at Risk (CMAR)	A collaborative model where a firm will partner with your team during the design phase to optimize constructability and cost, mitigating risk before construction begins. Our team has managed the CMAR at New Orleans (MSY) for well over a decade, and we have a high comfort level with this procurement method on airport programs.
Public-Private Partnership (P3)	A strategic approach for leveraging private sector innovation and financing to deliver complex public infrastructure, ensuring long-term performance and value. Our team is currently involved in the special system design at JFK under a P3, and we are distinctly aware of the opportunities and challenges this method can provide.

Our position as a 100% employee-owned firm means our team has a vested interest in the success of every project we undertake. We are committed to acting as a true partner to the City of Albuquerque, delivering the highest quality results for your aviation program needs.

With Burns & McDonnell, the Sunport will have the support of a local office backed by the resources of a national firm.

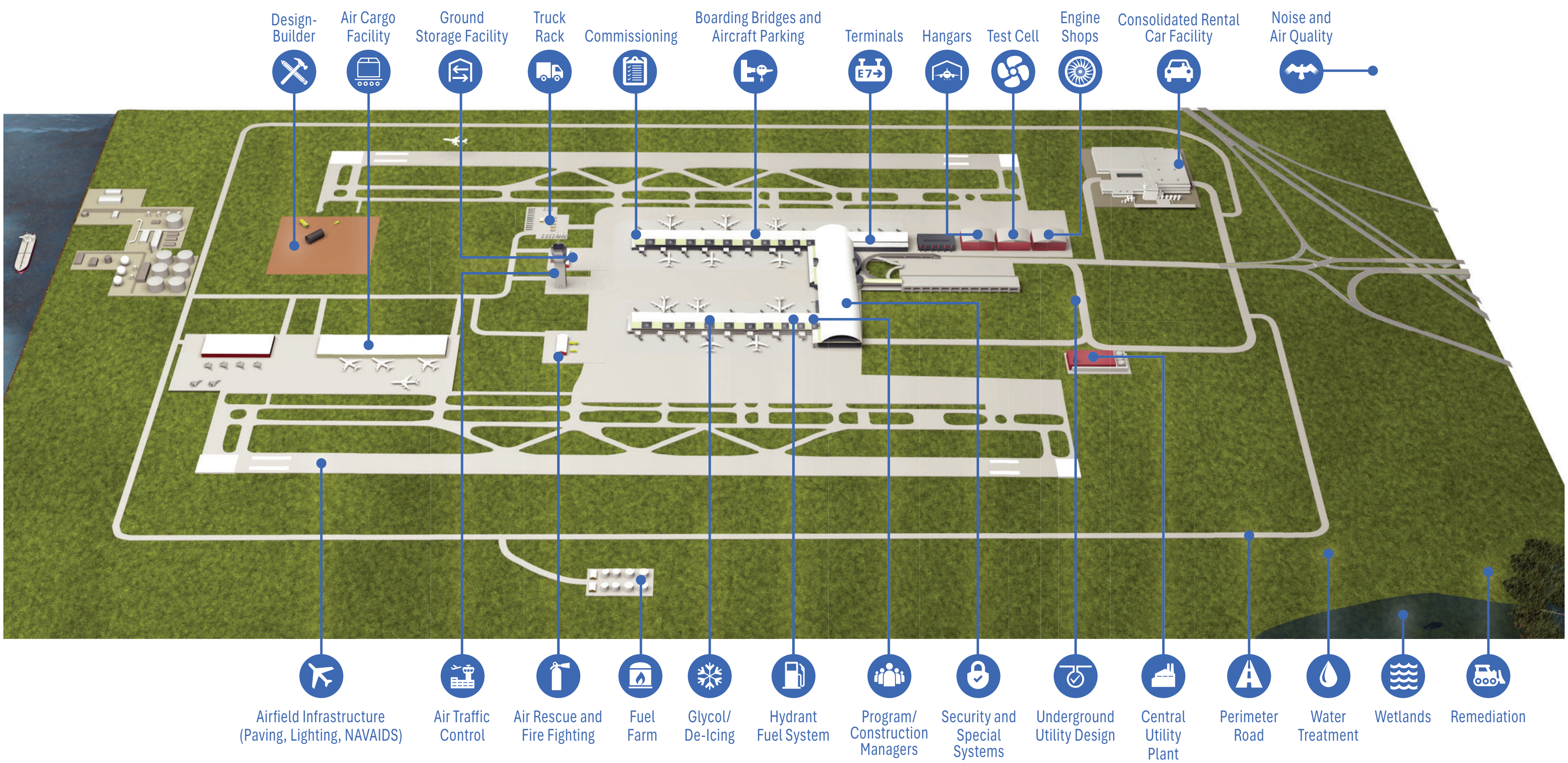
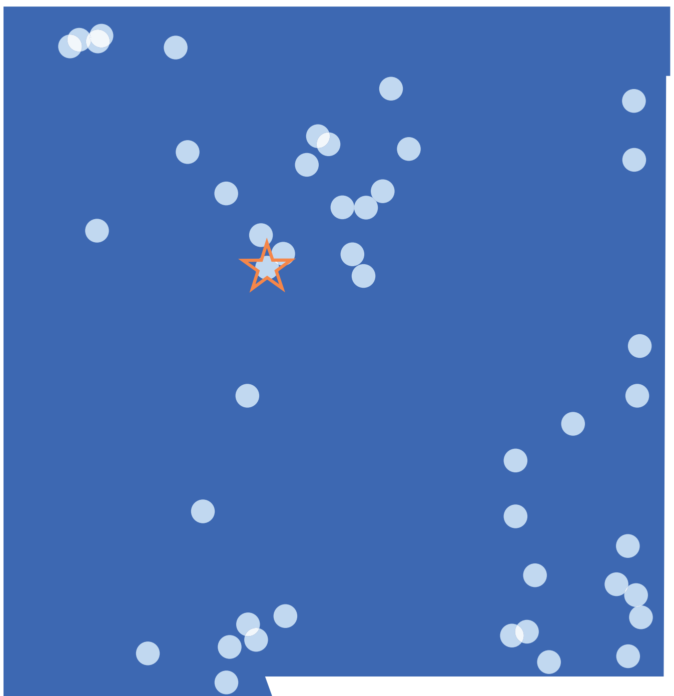


FIGURE 1. ***Comprehensive Aviation Services.*** *Burns & McDonnell provides comprehensive aviation services to airports of all sizes and will bring the knowledge and experience gained from this to the Sunport.*

Burns & McDonnell in New Mexico

Burns & McDonnell's history in New Mexico began in 1908, before the territory was even a state, with a series of energy, water and sanitation projects for the city of Roswell. For more than a century, we have continued to provide engineering and construction services across New Mexico, from Raton to Carlsbad and Gallup to Santa Rosa.

Our work has evolved with the state's needs. In 1988, Trans World Airlines retained the firm to evaluate its jet fuel farm for environmental and air quality control compliance. In 2009, our aviation and facilities team collaborated with the construction and design-build group on a two-story Battlespace Environmental Lab at Kirtland Air Force Base. This project relocated the Air Force Research Laboratory's Space Vehicles Battlespace Environmental Lab from Hanscom Air Force Base in Massachusetts, consolidating all related activities to Kirtland Air Force Base in Albuquerque.



With its rich history and culture, Albuquerque is a center of regional growth. We help bring resiliency and efficiency to projects across the infrastructure spectrum, from buildings on government campuses and military bases to the infrastructure that powers growing communities.
Our local team works in concert with offices around the globe to support the full range of engineering, architecture, construction and environmental services that helps make our clients successful.

FIGURE 2. ***Invested in New Mexico.*** *Burns & McDonnell has been working in New Mexico since 1908. The dots on this map show project locations over the last 37 years. Our office in Albuquerque is denoted by the star.*

Invested in New Mexico

Our team's connection to New Mexico is personal. We are proud to have several team members who live, have lived, or maintain close ties to the state, offering a true local perspective. In fact, all the photos used in this proposal were taken by Burns & McDonnell employee-owners!

Management Qualifications

Burns & McDonnell possesses demonstrable skills, detailed knowledge, and applied experience in each of the areas set forth in Section 3.4.A of the Request for Proposal (RFP). To illustrate our relevant experience, the following pages (13-19) provide detailed case studies of projects completed by Burns & McDonnell and below are prime examples from those projects which align with the required scope of work for the Sunport and Double Eagle II program.

Quick Reference Guide:
Project 1 | MSY New Terminal Program
Project 2 | MSY Airport Infrastructure Program
Project 3 | COU Terminal Building Program|
Project 4 - BQN Airfield Infrastructure Program

Program and Project Management Support

Role: Program Management (Project 4)
Outcome: For the past six years, Burns & McDonnell has run coordination for the capital project by facilitating meetings, leading communication with stakeholders, leveraging specialized knowledge in aviation infrastructure and upholding a detailed program management plan to limit risk during the runway replacement, all while aligning with the Airport's strategic objectives and capital improvement plan (CIP). The ultimate goal is enhanced aircraft movement efficiency and upgraded airport capabilities to meet higher federal aviation standards.
Timeframe: 2020 - 2028 (est.)

Construction management and quality assurance

Role: Owner's Representative (Project 3)
Outcome: Through construction management services, Burns & McDonnell provided critical construction oversight such as managing constructability reviews, implementing on-site inspections to facilitate quality assurance, and vigilantly monitoring requests for information, submittals, and change orders, which enabled the client to successfully deliver a new terminal and enabling airfield improvements that were compliant with local specifications and complex federal standards.
Timeframe: 2019 - 2023

Technology projects (IT, OT, and Special Systems)

Role: Program Management (Project 1)
Outcome: Burns & McDonnell artfully led the complex technology integration by defining system requirements with all entities, managed the procurement and installation of critical airport systems including in-line baggage handling system, IT systems, and security screening while conducting rigorous acceptance testing. This resulted in a highly successful, zero-delay overnight move to the new, fully operational terminal.
Timeframe : 2017 - 2021

Risk Management and Issue Resolution

Role: Owner's Representative (Project 3)
Outcome: Active management by Burns & McDonnell of project uncertainties was completed by developing a risk matrix and implementing mitigation strategies. Managing risks included evaluating contractor claims associated with the increase in commodity prices during the COVID-19 pandemic, which was critical for avoiding disputes and enabling the client to secure federal funding.
Timeframe: 2019 - 2023

Planning and Integration

Role: Program Management (Project 2)
Outcome: Part of Burns & McDonnell's role as program manager was facilitating the integration of the planning, design and construction with the operations and finance teams. By integrating the program with the various departments' requirements, closures of gates and airfield pavement segments were sequenced to allow for the minimum impacts to operations and maximum utilization of funds. Additionally, by acting as the Airports' technical advisor for the Master Plan update, we were able identify and program short-and long-term infrastructure improvements that would support the future airfield program, including the West Terminal Expansion.
Timeframe: 2024-2026

Asset Management Support

Role: Program Management (Project 2)
Outcome: A key example of our strategic asset management skills was demonstrated during the facility assessment we conducted for the Consolidated Rental Car Facility (CONRAC), which included developing a prioritization matrix for low, medium, and high importance projects to extend the life of the facility. In addition, the matrix included assignments of responsibility based on the lease to better define the Airports capital and operational expenditures over time and identified the financial commitments of the tenant.
Timeframe: 2025 - 2026

Compliance and Regulatory Oversight

Role: Program Management (Project 1)
Outcome: By spearheading coordinated reviews and compliance checks with the Federal Aviation Administration (FAA), Transportation and Security Administration (TSA), Customs and Border Protection (CBP) and local authorities having jurisdiction (AHJs) throughout design and construction, Burns & McDonnell's program management services promoted rigorous adherence to all regulatory requirements, a critical factor in the seamless and successful delivery of the project, which was completed without any disruption to flight operations.
Timeframe: 2017 - 2021

External Funding Support

Role: Program Management (Project 1)
Outcome: Over $50 million in non-FAA funding sources was strategically identified in partnership with Tulipan and therefore, Burns & McDonnell's program management services directly reduced local expenditures for CIP projects, showcasing their ability to secure diverse funding streams to support the Airport's development goals.
Timeframe: 2017 - 2021

Training and Mentorship

Role: Program Management (Project 4)
Outcome: Based on our successful approach at BQN, Burns & McDonnell demonstrates a commitment to not only managing complex airfield projects but also building local knowledge bases. At BQN, we are actively teaming with a local disadvantaged business to provide hands-on training for airfield construction. This partnership serves as a direct example of how we will deliver on our core commitment to the Sunport: fostering a collaborative environment that provides guidance and mentorship to your staff, enabling them to gain valuable knowledge in specialized areas of aviation projects, including FAA compliance and external funding processes.
Timeframe: 2020-2028 (est.)

Stakeholder Engagement and Communication

Role: Program Management (Project 4)
Outcome: Our experience at BQN demonstrates Burns & McDonnell's commitment to transparent and efficient communication. As the program managers, we have been responsible for setting quality reviews and meetings with the Puerto Rico Ports Authority, the FAA, airlines, and other airport tenants. With this proactive approach, we successfully coordinate and participate in all necessary briefings and meetings with stakeholders and regulatory agencies, ensuring clear communication through detailed agendas, minutes, and action items.
Timeframe: 2020 - 2028 (est.)

Project Closeout and Commissioning, including Project Start-Up

Role: Program Management (Project 2)
Outcome: The successful project closeout and commissioning performance for more than 40 individual projects exemplifies our transferable experience for the Sunport; our proven process involves developing the commissioning plan early, executing integrated tests for all critical airport systems, tracking all deficiencies through closure, and providing comprehensive support for operational readiness activities to provide a seamless and successful transition from construction to live operations.
Timeframe: 22020-2026

These examples showcase the Burns & McDonnell team's recent and relevant success in delivering exactly the type of project and construction management services that the Sunport is seeking for its Capital Improvement Program (CIP).

These examples highlight our team's deep knowledge and capabilities in full lifecycle management.
Our project experience within these programs is comprehensive, centering around critical airfield infrastructure, facility improvements, and the complete replacement of busy terminal buildings. It also includes technology systems integration, asset management, regulatory compliance, funding development, mentorship, stakeholder communication, and closeout procedures, including commissioning. ***These are not just distinct, hands-on experiences that meet the core requirements for many projects in the Sunport's CIP; they serve as a direct precedent for the work ahead.***

New Terminal Program

Louis Armstrong New Orleans International Airport (MSY)
New Orleans, Louisiana

PROJECT SUMMARY

Burns & McDonnell served as the Owner's Representative, overseeing all aspects of the terminal replacement. Bringing to life a design by the iconic architect Cesar Pelli, the project was delivered under a construction manager at risk (CMAR) delivery. The growing airport identified a need for additional gates after the start of construction and design of a new concourse was fast-tracked while maintaining construction of the original 30 gates.

Burns & McDonnell was responsible for the management of all aspects of the design, coordination between the architects and civil designers, management of the CMAR, and coordination with all stakeholders including the FAA, the Airport, the Transportation Security Administration (TSA), the U.S. Customs and Border Protection (CBP), the concessionaires, and the airlines to maintain airport security and meet FAA Part 139 requirements throughout construction.

The terminal was constructed on a green field site on the north side of the Airport, but an overnight move was dictated by the client. This involved extensive coordination with the FAA, TSA, concessionaires, and the airlines, not only during the design and construction but during the commissioning of the new facility and eventual overnight move. This operation was highly successful and no flights were delayed during the process.

Project Stats

Client | City of New Orleans, LA
Role | Owner's Representative
Service | Engineering Consulting
Start | July 2017
Completion | August 2021
Value | $1 Billion

Team

Program manager // Chris Spann
Key personnel // Dan Weiss (Construction Project Manager), Jodi Cooper (Senior Aviation Engineer)

References

Walter J. Krygowski
Deputy Director of Aviation - Operations & Maintenance
New Orleans Aviation Board
504-303-7551
walterk@flymsy.com

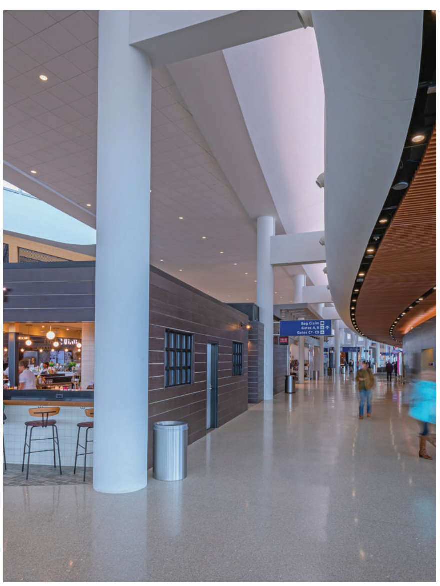
New Terminal Program (cont.)

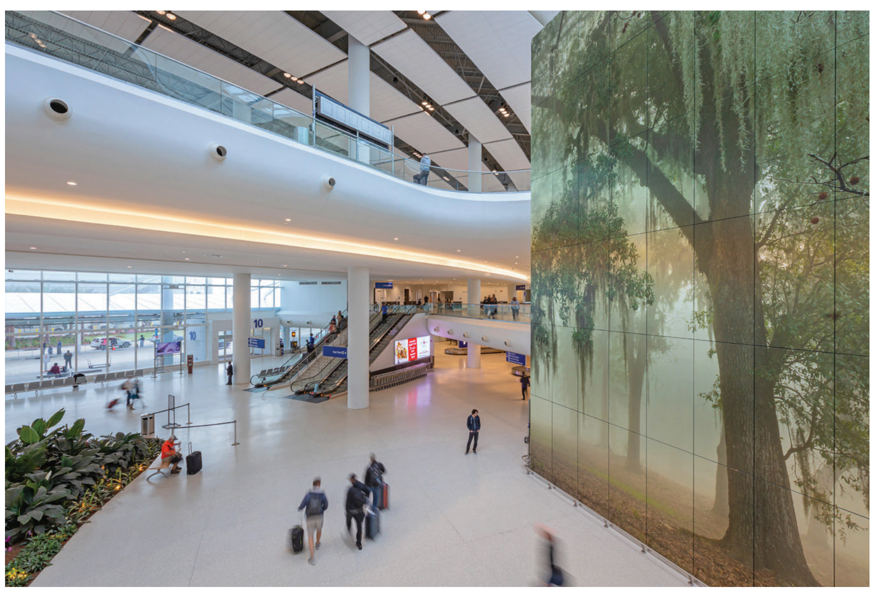
Experience Related to Proposed Services

Ground Transportation Planning. We developed the planning documents and alternative analyses for all the new landside roadway system as well as two new parking facilities. We then managed the design and construction and coordinated with the end users (parking operator, Lyft/Uber, hotel shuttles, etc.) to provide a seamless operation.

Issues and Processes

The key aspect of the program was not only extensive coordination between the Airport, designers and contractor, but development of a methodology to fast-track the approval process with both the Airport and airlines.





Airfield Infrastructure Program Management

Louis Armstrong New Orleans International Airport (MSY)
New Orleans, Louisiana

PROJECT SUMMARY

Burns & McDonnell has been providing comprehensive ***program management*** services since 2021 to support all aspects of development, maintenance, and operations at MSY. We assist MSY in identifying capital and operational expenditure needs and develop programmatic-level project scopes, budgets, and schedules. Our services include creating the schedule, budget, cash flow, and funding mechanisms for the Airport Improvement Program (AIP).

We support MSY's ongoing efforts with other parties, including the Airport Master Plan, on-call planning and engineering/architectural consultants and airport maintenance and operations activities. This support extends to baggage system performance, tenant management, and airline coordination.

Our team coordinates with the Federal Aviation Administration on several fronts. This includes submitting 7460 Airspace Documents, developing reimbursable agreements, and coordinating with local FAA Tech Ops, the Air Traffic Control Tower and the Southwest Region Airport District Office (ADO). We also submit grant assurance documentation on behalf of MSY.

Project Stats

Client | City of New Orleans, LA
Role | Program Manager/ Construction Manager
Service | Engineering Consulting
Start | May 2020
Completion | December 2026 (est.)
Value | $450M (est.)

Team

Program manager // Chris Spann
Key personnel // Dan Weiss (Construction Project Manager), Jodi Cooper (Senior Aviation Engineer)

References

Walter J. Krygowski
Deputy Director of Aviation - Operations & Maintenance
New Orleans Aviation Board
504-303-7551
walterk@flymsy.com

Additionally, we provide technical assessments and studies as needed, negotiate scope and fees with design consultants, and monitor and drive project design efforts. Our responsibilities also include maintaining as-built and document control repositories for the Airport. We coordinate and host design coordination meetings, perform milestone reviews of construction documents, and maintain the Autodesk Construction Cloud (ACC) platform for design phase efforts.

For our ***construction management*** scope, our team facilitates the bidding and procurement effort for MSY. We coordinate with the procurement department for advertisement to bidders, support the pre-bid conference, and coordinate site visits. In concurrence with the MSY Legal and Procurement Departments, we review bid proposals and provide recommendations to MSY for the award or rejection of bids.

Burns & McDonnell coordinates construction activities with the Airport and its stakeholders, providing management and resident project representative (inspection) services during the construction phase. Our oversight includes reviewing and recommending approval for change orders, reviewing contractor construction schedules, and contractor pay applications.

Our team provides quality assurance through surveys and testing via subconsultants. We facilitate the engineer of record/architect of record review of submittals and requests for information. We also prepare and execute the Construction Management Plan, coordinate site visits and inspections by the engineer of record (EOR) and the architect of record (AOR) and prepare project closeout documents. Throughout the project, we maintain the ACC platform for project delivery documentation for MSY.

Terminal Planning. Since the opening of the new terminal, Burns & McDonnell has been retained as program manager for not only add-on work such as the construction of a new Board Room and Airport Administration facilities, but are also serving as technical advisors for the west airport expansion identified in the Master Plan. In this role we are preparing programming documents for a new 1,000,000 sf terminal building and multiple concourses.

Terminal Building Program Management

City of Columbia, Missouri
Columbia, Missouri

PROJECT SUMMARY

Burns & McDonnell provided the environmental, planning, program development and Owner's Representative services for a new 52,000 SF terminal building at the Columbia Regional Airport (COU). The Program was developed as a direct result of the FAA approved Supplemental Terminal Area Master Plan (STAMP) prepared by Burns & McDonnell. The Terminal Building program included coordination with the FAA to create a Basis of Design Program Document, a four-step procurement process to secure a Design-Build team and the creation of a funding program utilizing multiple federal and local resources for a multi-phased construction project and approach.

Key Features

Phase 1 included nearly 52,000 SF of planned development with the ability to expand to the ultimate planned 75,000 SF. A sponsorship program was developed for the purpose of providing value-added enhancements to allow the local community to participate in the program development.

In addition, the program included a 900-foot extension of Runway 2-20 and parallel Taxiway A, as well as a complete reconstruction and extension of Runway 13-31 and parallel Taxiways B and C. To accommodate the new terminal building, an existing 18,000 SF hangar was demolished and a new 18,000 SF hangar was constructed north of the planned terminal building.

Project Stats

Client | City of Columbia, MO
Role | Program Manager/ Construction Manager
Service | Program Management
Start | July 2019
Completion | May 2023
Value | $25 million (planning, design and construction values)
Size | 52,000SF

Team

Project manager // Jason Fuehne
Key personnel // Jodi Cooper (Deputy Project Manager)

References

Mike Parks
Airport Manager
City of Columbia
(573) 817-5064
michael.parks@como.gov

Project Approach and Methodology

Step 1: Solicitations for Letters of Interest (LOI). Burns & McDonnell developed a solicitation requesting Letters of Interest from prospective design-build (D/B) teams. Distribution of the LOI was coordinated with the Sponsor in accordance with FAA guidelines for public advertisements. The LOI provided a detailed description of the entire procurement process and schedule of programmed events. In this particular project, Burns & McDonnell and the City of Columbia were required to adapt the program to the local, state and federal mandates established due to the COVID-19 pandemic.

Terminal Building Program Management (cont.)

Step 2: Development of a Long List of Prospective D/B Teams as received from the LOI. These teams were given instructions and requested to provide details of previous and similar project work, team members, individual experience and anticipated project requirements.

Step 3: Development of a Shortlist of Qualified D/B Teams. The number of teams was predetermined to be at least three and no more than five.

Step 4: Distribution of Design Criteria Packages to the Shortlisted Teams. Burns & McDonnell developed a terminal building design criteria package, which included the Basis of Design, Conceptual Design Documents and sample contract requirements. In keeping with the FAA-approved requirements, the evaluation was separated into a score for Technical Proposals and a score (after the Technical Proposals were evaluated) for the Price Proposal. The Bidder with the highest total score was rated as the apparent winner, and those with lower scores were ranked accordingly thereafter. A recommendation was prepared by Burns & McDonnell and forwarded to the FAA and City for concurrence. Final procurement and award to the selected D/B team was made during a regular meeting of the City Council.

Implementing Terminal Design: In addition, as the Baggage Handling System (BHS) consultant, our team was responsible for developing BHS conceptual layouts based on demand forecasts, coordinating space requirements, developing technical bid documents, answering requests for information, and construction administration services.

BIM: Burns & McDonnell oversaw the BIM Management from the selected architect and contractor. Autodesk Construction Cloud (ACC) was used to document real-time redlines and adjustments/conflicts on the project. It was also used for all submittal processing and schedule controls.

The program satisfied FAA Order 5100.38D, Change 1 – "Airport Improvement Program Handbook" and AC 150/5100-14E Change 1 (Appendix G), "Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects." This approved approach enabled the City of Columbia to utilize federal funds for the design, construction and oversight of their new terminal building program.

> I wanted to say thank you for all of the help that you provided. You did much more than your position requires and this is something I see consistently with you and the entire team at Burns and McDonnell. I see Burns and McDonnell step up and do more than what is required on EVERY project at COU. With this said, I just wanted to send a quick note of appreciation to you for taking time out of your busy schedule to help us make things happen in a safe and efficient manner.
>
> **Mike Parks**
> **Airport Manager**
> **City of Columbia, MO**

Program and Construction Management

Puerto Rico Ports Authority
Aguadilla, Puerto Rico

PROJECT SUMMARY

Burns & McDonnell was selected to serve as the Program Manager/ Construction Manager for this $200 million new design-build runway relocation and reconstruction program at Rafael Hernández International Airport (BQN). The new Runway 8-26 will replace the existing runway which has reached the end of its usable life and had reduced aircraft movement efficiency. After the inspection of the existing runway it was determined the complete relocation and construction of a new runway was required, and the existing runway would be turned into a parallel taxiway to serve the new Runway 8-26.

The new Runway 8-26 will be the single runway servicing BQN and will satisfy the requirements for ADG V, Approach Category D airport, with the design aircraft being a Boeing 747-400. The final dimensions of the new runway will be 11,750 feet long by 150 feet wide and will meet the geometric requirements set forth in AC 150/5300-13. The new Taxiway L will be designed to meet the standards of TDG 5 aircraft.

Project Stats

Client | Puerto Rico Ports Authority
Role | Program Manager/ Construction Manager
Service | Program Management
Start | September 2020
Completion | October 2028 (est.)
Value | $214 million
Size | 11,750’ long by 150’ wide

Team

Project manager // Jim Kirschbaum
Key personnel // Dan Weiss (Senior Project Specialist)
Jodi Cooper (Senior Aviation Engineer)

References

Romel Pedraza, P.E
Assistant Executive Director for Planning, Engineering, Construction and Environmental
Puerto Rico Ports Authority
787-728-8715
Rpedraza@prpa.pr.gov

Program and Construction Management (cont.)

Runway and taxiway design and construction will include all new taxiway and runway lighting, updated airfield drainage due to the increase in pervious area, and sinkhole mitigation as necessary. The new runway and modified parallel taxiway will result in over 300,000 SY of new PCC pavement and over 11 miles of new cable and conduit to support the new airfield electrical system.

The five-year project will be financed with federal grants and the Puerto Rico Ports Authority's own funds, making it the largest infrastructure project in Puerto Rico and the Caribbean. In addition, the Puerto Rico Port Authority selected design-build for the method of construction.

Burns & McDonnell played a key role in assisting the Puerto Rico Ports Authority in gaining Federal Aviation Administration approval for the design-build delivery method for the reconstruction of Runway 8-26, one of the first FAA-supported design-build infrastructure projects. A crucial step in this approval was the creation of a comprehensive Design Criteria Package by Burns & McDonnell. This package provided prospective design-build contractors with a detailed understanding of the design elements and construction document preparation, covering areas such as operational safety, phasing, pavement design, airfield lighting, and environmental considerations.

Building on this experience, our team is now finalizing the design for the current project, with early demolition packages beginning. As the design has developed, our team has led coordination with the PRPA, airlines, tenants, the FAA, and the United States government for a property exchange. We have also managed the grant assurances tied to the FAA grant process and other federal agencies, leading to a seamless transition from design into construction.

A.1.2 Subconsultants

Burns & McDonnell carefully selects our subconsultants based on their experience and reputation. We team with companies with proven track records and whose corporate values are similar to our own. The companies we have selected for this project are respected in their communities as well as their industries and have proven track records on projects beyond aviation.

Burns & McDonnell is committed to the inclusion of Disadvantaged Business Enterprises (DBE) and will comply with Small Business Enterprise (SBE) requirements, in accordance with federal regulations and the specific participation goals established by the City of Albuquerque.

For 93 years, Wilson & Company Inc., Engineers & Architects (Wilson & Co.) has provided award-winning architecture and engineering (A-E) services to federal, state, county, municipal, and tribal governments and commercial clients. They have 830 professionals in 16 offices across nine states focusing on client specific needs to deliver high-quality services; ***200 of these professionals are based in their Albuquerque headquarters office. Wilson will be providing civil engineering, surveying, and geospatial services for this contract.***

As a local engineering firm, Wilson & Company fully understands the necessary commitment to the City to successfully execute any assigned tasks. **Their ability to respond promptly combined with a holistic approach and professionalism, has been validated through their previous on-call contract and various projects with the City. They currently service seven on-call contracts with the City.**

Since 2009 Wilson & Company has worked with Burns & McDonnell on over 50 projects providing topographic survey, geospatial, aerial photography, civil, and structural engineering services. Locally, Wilson & Company has a professional services agreement in place with Burns & McDonnell to provide surveying for New Mexico Gas Company projects.

Burns & McDonnell is continuing our successful partnership with Tulipan Solutions, LLC (Tulipan), founded in 2012. ***Tulipan will lead funding strategy and grant coordination***, working to reduce the local financial burden of the program. Their role includes:

- Identifying and pursuing federal, state, and alternative funding sources
- Supporting grant applications and compliance requirements
- Integrating funding strategies into program planning and scheduling

On similar programs, Tulipan has secured significant non-traditional funding, directly reducing owner capital contributions.

Tulipan has been working with Burns & McDonnell since 2024. The majority of their work has been at MSY however they have provided as needed assistance at other airports.

SUCCESS STORY | MSY Funding

To date, Tulipan has identified more than $50M in non-traditional new airport funding to advance their capital improvement programs through the US Department of Transportation Innovative Finance and Asset Concession (IFAC) Grant Program.

A.1.3 Certifications

At Burns & McDonnell, we believe professional registration is a critical commitment for any leader, and our dedication to education and training is fundamental to our culture. Our firm includes approximately 2,500 employee-owners who hold professional registrations, a testament to this core value.

Our internal education platform, the Career Center, offers a robust library of on-demand courses. These include instruction on career development, preparatory materials for professional registration, diversity training, wellness and general business lessons. This is supplemented by rigorous, mandatory safety training that all employee-owners must maintain throughout the year.

Furthermore, each employee-owner is assigned an internal mentor, weaving every team member into our deep network of accessible, internal knowledge.

We are also proud to introduce the Global Program Management Organization (GPMO) Training and Certification program. This new program is designed for our top-tier talent leading complex programs. It is engineered to fuel growth, vision and precision, all while focusing on delivering lasting success for our clients. Members of our Albuquerque team will be participating in this upcoming GPMO program.

Team Member	PMP	PE	AIA	RA	CCP	MSI
Jodi Cooper		✓				
Paul Waters			✓	✓		
Michael DeVault						✓
Audra Gallegos		✓				
Victor Botello	✓					
Fernando Hernandez		✓			✓	
Alex Meekhoff	✓					

A.1.4 References

Burns & McDonnell has provided project sheets detailing our experience with program, project and construction management (Pages 13-19). References for each project are provided on the project information sheet as well as on Form A.1, A.1.4, provided as an upload to the Bonfire portal and in Appendix B.

We are confident the experience we bring from our reference airports showcases the Burns & McDonnell team's recent and relevant success in delivering exactly the type of project and construction management services that the City is seeking for its capital improvement program.

These examples highlight our team's deep knowledge and capabilities in full life-cycle management. This demonstrates our ability to support a client from the earliest stages of procurement and planning through final closeout and commissioning. We see this end-to-end capability as a key factor in providing both continuity and efficiency for the Sunport and AEG's projects.

Our project experience within these programs is comprehensive, centering around critical airfield infrastructure, facility improvements, and the complete replacement of busy terminal buildings. It also includes technology systems integration, asset management, regulatory compliance, funding development, mentorship, stakeholder communication, and closeout procedures, including commissioning.

Our example projects are not just distinct, hands-on experiences that meet the core requirements for many projects in the Sunport's Capital Improvement Program; they serve as a direct precedent for the work ahead. Our experience truly showcases our ability to seamlessly integrate with an airport's team, manage the most complex aviation projects, and achieve successful outcomes that meet all federal and local requirements.

A.2

Staff and Teams' Qualifications and Experience

A.2.1 Staffing

Our staffing approach for the Albuquerque International Sunport and Double Eagle II is rooted in our local presence. Just 12 miles away, our Albuquerque office will serve as the primary hub for this project, providing the Sunport team with immediate, in-person access to our project leadership at a moment's notice.

Our commitment to successful program implementation is a local one.

Our project manager, Jodi Cooper, is committed to open and transparent communication. To further enhance this accessibility, she is prepared to relocate to Albuquerque should the program require full-time, on-site leadership. Whether that means working from our Albuquerque office just down the road or co-locating at the Airport offices, her priority is to be where she can be most effective for the program. This local presence will enhance communication, streamline decision-making and be instrumental in delivering hands-on mentorship, providing the most effective support for the Sunport and AEG.

A Foundation in the Community |

Our staffing plan is designed to leverage our existing ties to the Albuquerque community.

A Local Team from Day One | Our design manager, technical resources, and program management specialists are already based here in Albuquerque. This team not only understands the local culture, business practices, and regulatory environment, they are also personally invested in the success of the community.

Leveraging Local Talent | Our established presence and strong network in the region not only make us an employer of choice for top professionals but also allow us to forge strong partnerships with the best local subconsultants. Our existing presence and network give us a significant advantage in attracting and hiring the best local professionals.

Established Local Partnerships | Burns & McDonnell's delivery philosophy for the Sunport is straightforward: partner locally, hire locally, and keep the work and its benefits in New Mexico. Our proposed team is a carefully curated blend of Burns & McDonnell's local and national strength, anchored by an Albuquerque-based team that understands the region and its priorities. This local-first approach provides accountability, immediate responsiveness, and a team fully aligned with the Sunport's unique goals. From day one, we will rely on local leadership and technical staff who are invested in the success of the Airport and the broader community, so the program is executed by people who live here, work here, and are committed to seeing Albuquerque succeed.

We have a long history of successful collaboration with local businesses in Albuquerque and across New Mexico, including small and large firms, subcontractors, and suppliers. These are not just project-based collaborations but long-standing professional relationships built over decades. Our trusted partners provide a seamless, integrated team from the start, offering services from surveying and civil engineering to funding strategy and compliance. We also prioritize engaging local businesses for everyday project needs, such as printing, signage, and supplies, further strengthening our commitment to the local economy.

Our team brings a strong working knowledge of the City's permitting processes, local codes, and Sunport-specific standards, as well as a deep understanding of how to coordinate with local utilities and agencies. As the program evolves, we will enhance our team by integrating talented professionals from the local workforce. This approach builds long-term capability within the region and aligns with the city's interest in maximizing the local benefit of its capital investments, combining strong technical skill with a genuine investment in the community.

Staffing Plan

Burns & McDonnell's approach to staffing each project is built on a "Right-Size Team" philosophy. We leverage a small, efficient core team for daily operations and engage our deep bench of in-house aviation personnel only as program needs dictate. This method is designed to provide the Sunport with the appropriate level of service required without incurring unnecessary costs. Our 100% employee-owned model fosters a unique ownership mentality in our staff, which can result in lower turnover, higher engagement, and a strong focus on the success of the Sunport.

Our detailed analysis of each project within the program's lifecycle allows us to assemble a project team with precision. Each phase will be managed by an individual with the specific experience needed for that stage of the project, supported by our fully integrated, full-service model, which allows us to seamlessly engage additional

Project Phase	Staffing Approach
Program Initiation	Based on the needs of the initial phase, we have selected ***Jodi Cooper as the Project Manager.*** Her leadership, communication skills, and vast aviation experience are invaluable for the initial meetings with the Sunport to define stakeholders, objectives, and regulatory requirements.
Project Controls	The subsequent development of a comprehensive service plan for budget, schedule, and risk management will be led by ***Victor Botello and Fernando Hernandez***, both of whom have deep experience in project controls.
Mentorship	Throughout the life of the program, our team is prepared to engage and mentor the ABQ staff to address current project needs while additionally positioning you for future success. Mentorship will be driven by our ***Project Manager, Jodi Cooper.***
Design Phase	With a focus on conducting constructability reviews at each milestone, establishment of commissioning goals, managing critical reviews of Construction Safety and Phasing Plans (CSPPs) and permitting, and overall planning and implementation, we have selected technical leads with specific aviation and constructability experience from our in-house team. This phase will be led by ***Paul Waters.***
Construction & Administration	For these phases, we will utilize a dedicated on-site team to manage procurement, invoice reviews, grant writing support, and weekly construction meetings. This includes experienced construction managers responsible for overseeing quality assurance testing, field reporting, change order reviews, and coordinating special inspections. This phase will have success with leadership from ***Alex Meekhoff and Dan Weiss.***
Project Closeout	For a successful conclusion, our team includes personnel experienced in commissioning and closeout. They will manage the final review of documentation, airport layout plan (ALP) updates, and as-built drawings to support a seamless transition from construction to operation. ***This phase is a highly collaborative effort from the leadership team.***

personnel as needed.

Local Engagement and Partnerships

Burns & McDonnell is dedicated to engaging technical personnel from our Albuquerque office and our local teaming partners in active and meaningful roles. We believe local resources provide significant value to the Sunport. Airports are an evolving environment that often requires responsive mobilization to address critical issues. By engaging local personnel, we can address program needs economically and efficiently, which helps provide the responsive, high-quality level of service the Sunport and AEG are looking for.

A.2.2 Qualifications of Team Members

Each member of our team has been selected for the specific knowledge and experience they will bring to this contract. We have provided introductions to the recommended key staff as well as an organizational chart. Resumes are provided in Appendix A.

Jodi will provide strategic direction, oversee all program activities and guide the team's work to align with the Sunport's goals.

Jodi Cooper, P.E.
Project Manager

As your primary point of contact, Jodi Cooper brings 11 years of experience from more than 70 airports, varying in size from general aviation to large hubs, and recently served program management teams for MSY, BQN, and COU. Jodi will lead the integrated team and have ultimate responsibility for the successful delivery of all services. She will provide alignment with program goals by managing program risks and coordinating stakeholders to maintain the project's scope, schedule and budget.

Notable Project Experience

- **MSY New Terminal Program Management | Senior Aviation Engineer |** As a member of the program management team, Jodi served in a lead role to validate the West Terminal expansion, South Campus East Terminal Demolition, Concourse A Sewer, and other projects. She collaborated with design teams to implement design changes which expedited construction and reduced costs.
- **Cape Girardeau Regional Airport (CGI) Program Management and Construction Management New Passenger Terminal Building, T-Hangars and Virtual Air Traffic Control Tower | Program Manager |** As the program manager, Jodi was responsible for managing oversight and reviews of design and construction, including coordinating with stakeholders such as the owner, FAA, TSA and the Airport board. Another critical role was providing guidance and mentorship to the Airport management staff, focusing on knowledge transfer in specialized areas of aviation project management, including FAA compliance and external funding processes.
- **COU Terminal Building Program Management | Deputy Project Manager |** Jodi acted as a member of the program management team through the basis of design development of this project. She additionally acted as Project Manager of an enabling project, Construction of Taxilane C2, which required leadership of design and construction teams, facilitation of meetings with FAA, airport operations, contractors, and local utilities. The efficient execution of these objectives allowed the terminal program to be completed on time.

An experienced program and project manager, Jodi will mentor and guide the Sunport through tasks and projects for the duration of this contract, providing your staff with knowledge and support while the Sunport's CIP is implemented.

Paul will provide institutional knowledge of the Sunport as well as serve as a resource for both the team and Aviation Department staff.

W. Paul Waters, AIA, RA
Design Manager

Paul has 45 years in the industry, 30 of which he has spent working at the Sunport, which brings a priceless element of experience. Not only will Paul bring specialized knowledge of facilities and lead the technical specialists in design reviews, he will also assist in developing and maintaining a detailed program management plan, including schedules, budgeting, and resource allocation. Paul has served as a leader in local community and professional organizations including Society of American Military Engineers ABQ Post President, Bernalillo County Arts Board Chair, New Mexico Ski Hall of Fame & Museum President, and Ski New Mexico Board Member. Paul leads our Albuquerque office, 12 minutes away from the Sunport.

Notable Project Experience

- **Albuquerque International Sunport Projects | Contract Manager and Architect of Record |** As a Senior Principal with BPLW Architects & Engineers Paul was responsible for Sunport contract negotiations, execution, and compliance. Paul was responsible for management of the design team and consultant contracts including development and of task order scopes of work and execution of those task orders. Paul was responsible for the architectural design and attended project meeting with the Sunport staff and leadership

  These projects incluided:
- FIDS/ BIDS system.
- New gate casework and information / special systems upgrades.
- East concourse gate expansion.
- “C” gates demolition / renovations.
- Restroom renovations.
- Mechanical & Electrical upgrades.
- Ramp replacement.
- New Jetways HVAC.

- **Other Albuquerque Aviation Experience**
- Contract FAA Tower - Double Eagle Airport – Principal in Charge & Architect of Record.
- Air Cargo Facility - Construction Document Production
- Airport Rental Car Facility - Construction Document Production
- Cutter Aviation FBO Facility improvement – Principal in Charge Architect of Record

With 30 years of experience working for and at the Sunport, Paul will help Jodi mentor and guide the Aviation Department through tasks and projects for the duration of this contract. He will also provide valuable institutional knowledge and knowledge of processes and procedures.

Victor will oversee all aspects of project controls, assisting Jodi with monitoring the schedule and budget.

Victor Botello, PMP
Project Controls Manager

Victor is a licensed Civil Engineer with 20 years of experience working in Project Controls (PC) roles across several sectors including Aviation, Oil & Gas, Infrastructure, Manufacturing and Transmission and Distribution (T&D). He has taken on various roles including scheduling, cost control and PC lead, working as contractor, client representative and consultant. Victor currently supports the MSY program management program as well as the PNM Infrastructure Investment Program currently being implemented in New Mexico.

Fernando Hernandez
Scheduler

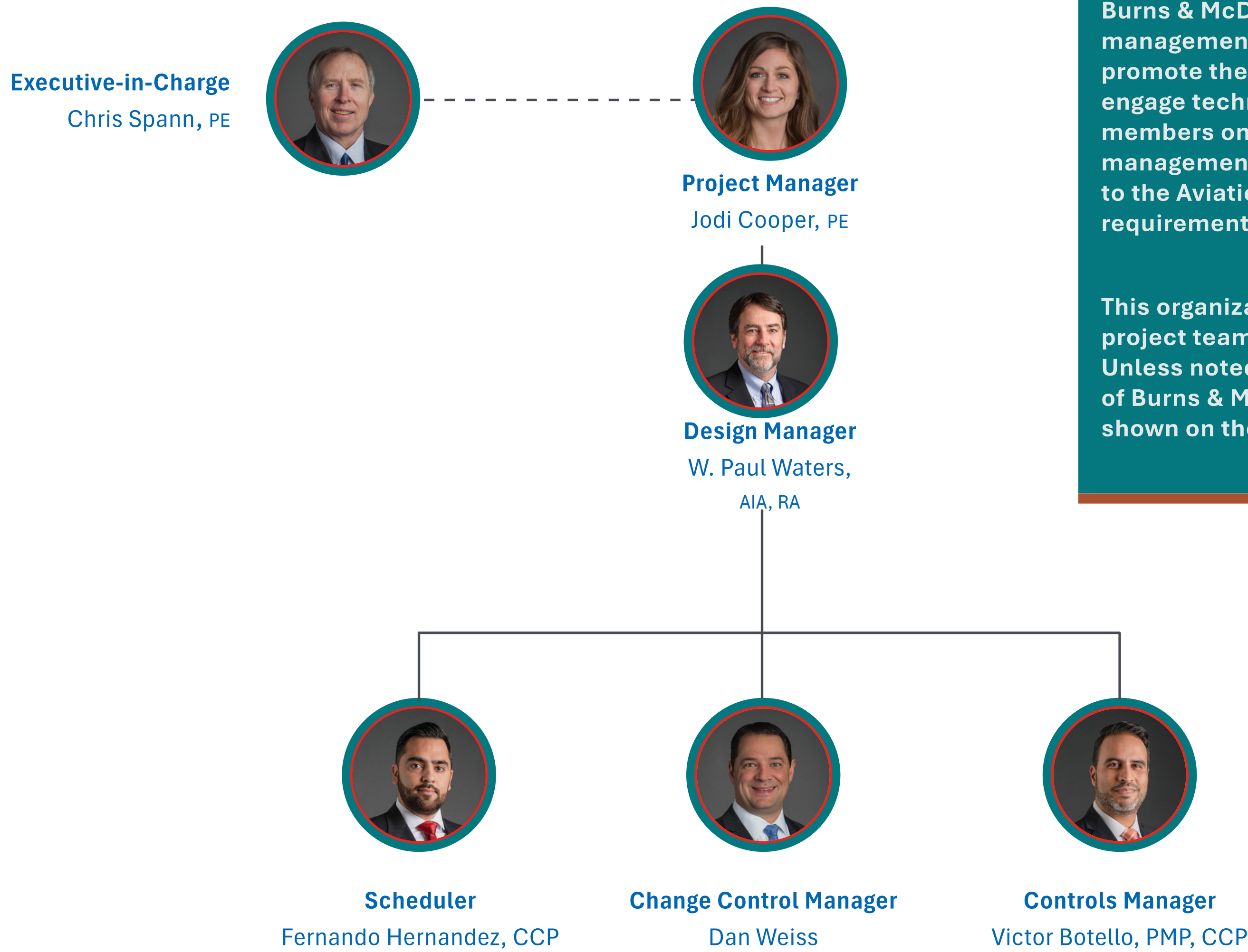
Fernando is a licensed Civil Engineer who currently serves as a Project Control Specialist for the PNM Infrastructure Investment Program, focusing on implementing tools and procedures for the Distribution System Reliability portfolios. He also provides cost control and scheduling services directly to the client's Project Managers. Fernando began his career as a Project Controls intern for the new Mexico City Airport program, focusing on the development of the program's executive dashboard, compiling and processing data from all other areas.

Fernando will oversee project scheduling and assist Jodi with maintaining project schedules.

Dan brings lessons learned from other program management assignments and will leverage those to avoid similar pitfalls for the Sunport

Dan Weiss
Change Control Manager

Dan is another member of our team who has collaborated on the MSY program management team. Dan is truly a hybrid professional: part contract specialist, part forensic analyst, part skilled negotiator, and part master communicator, all with a deep understanding of the unique operational and regulatory environment of an airport.



Burns & McDonnell's approach to program management is a needs-based model. We promote the use of a small core team and engage technical specialists and other staff members only when needed to reduce program management costs. Our team will be scalable to the Aviation Department's needs and the requirements of the program

This organizational chart shows the primary project team we propose for this contract. Unless noted, personnel are employee-owners of Burns & McDonnell. Additional resources are shown on the next page.

This organizational chart shows the additional team members as well as the comprehensive aviation services the Aviation Department will be able to draw upon should the need arise.

Construction and Engineering Services Management

Alex Meekhoff, PMP
Construction Manager

David Sparks
Assistant Construction Manager

Jason Hassemer
Construction Observer

Mike DeVault, MSI
IT Specialist

Audra Gallegos, PE
Quality Assurance (Wilson & Co.)

Ramsey Green
Grant Funding Specialist (Tulipan)

Additional Available Resources

Planning

Airside Infrastructure

Landside Infrastructure

Terminal

Baggage

Systems Integration

Fire Suppression

Construction Management

HVAC

Plumbing

Electrical

Regulatory Compliance

Funding

Aviation Mentors

Commissioning

Operational Readiness and Airport Transfer (ORAT)

Consolidated Rental Car Facility (CONRAC)

Materials Testing

Structural

Rail

Wayfinding

Power Distribution

General Aviation

Facility Assessment

Asset Management

A.2.3 Partners

Our proposed team intentionally blends Burns & McDonnell's local and national aviation knowledge with the specialized skills of trusted partners. Our local partner, Wilson & Company, brings a proven history of professionalism and success with the City. Complementing this, our national partner, Tulipan Solutions, is accomplished in developing funding strategies and securing federal grants for public infrastructure programs. Depending on the specific needs of the projects assigned, we are prepared to supplement our team by hiring additional local support.

WILSON & COMPANY
HIGHER RELATIONSHIPS

Wilson & Company offers extensive surveying, geospatial services, and professional civil engineering and has partnered with Burns & McDonnell on more than 50 projects since 2009. Their recent, local experience includes ALTA Survey at the Sunport South Business Park, landscape irrigation system for the Albuquerque Bernalillo Utility Authority, and surveying for New Mexico Gas Company projects.

As a local engineering firm, Wilson & Company fully understands the necessary commitment to the City of Albuquerque to successfully execute any assigned tasks. Their prompt response, combined with a holistic approach and professionalism, has been validated through our previous on-call contract and various projects with the City of Albuquerque. They actively have seven on-call contracts with the City.

Tulipan SOLUTIONS

Tulipan Solutions, LLC provides strategic consulting and advisory services to fund infrastructure projects and compliance with government requirements, including environmental and historic preservation policies. Tulipan Solutions began partnering with Burns & McDonnell in 2024, supporting infrastructure projects and programs, specifically in the aviation sector at MSY to identify and secure diverse funding streams.

Maximizing federal investment in today's environment also requires that every project justification reflects current federal priorities: fiscal accountability, demonstrable return on investment, domestic workforce commitments, and tangible economic impact. Tulipan designs project narratives and grant applications to speak directly to these priorities, helping the Sunport become a trailblazer of federal investment across the aviation sector.

A.3

Demonstrated Understanding of the Overall Scope of Work

A.3.1 Proposed Approach for Implementing the Scope of Work

Burns & McDonnell has put together a team of professionals to support the Albuquerque International Sunport as a trusted partner working closely with aviation staff, providing continuity to successfully deliver a diverse portfolio of capital improvement projects within an active airport environment.

Our approach provides comprehensive Project and Construction Management (PMCM) services grounded in aviation experience, disciplined program controls, and proactive coordination with stakeholders. We integrate planning, design, construction, technology systems, and asset management to deliver projects safely, efficiently, and in alignment with the Sunport's CIP, strategic objectives, funding, and schedules.

By emphasizing operational continuity, risk management, and data-driven decision-making, we serve as an extension of Aviation Department staff, providing the leadership, flexibility, and technical depth needed to deliver resilient infrastructure that supports long-term growth.

Mentoring

We are committed to mentoring Aviation Department staff to strengthen internal capabilities and position you for long-term program success. Our team will work side-by-side with Sunport personnel, providing knowledge transfer in program management, design review, construction project support, technology systems, and asset management practices. Through structured collaboration and day-to-day engagement, we will share tools, best practices and past experiences, empowering Aviation Department staff to confidently manage future projects and sustain program performance beyond our engagement.

Sunport and Double Eagle II

Burns & McDonnell brings a breadth of aviation experience that spans both large, complex hub airports and regional facilities, an advantage that directly benefits the City of Albuquerque Aviation Department. Our work at major airports such as LAX, MSY, and Laguardia Airport (LGA) has equipped our team with a deep understanding of complex stakeholder environments, stringent regulatory requirements, sophisticated phasing and logistics, and the need to maintain continuous operations in high-traffic settings. Our project and construction management team will apply these same disciplined processes, robust project controls, proactive risk management, clear communication protocols, and rigorous safety standards to every project, regardless of size.

Equally important is our experience at general aviation airports such as Double Eagle II, where operational flexibility, resourcefulness, and close coordination with airport staff are critical. At facilities like Double Eagle II, we understand the importance of tailoring solutions to fit more limited resources, streamlined organizational structures, and the unique culture of general aviation environments. Our team is accustomed to working closely with airport personnel, tenants, developers and local stakeholders to minimize disruption, maintain accessibility, and ensure that improvements align with day-to-day operational needs.

This combination of commercial service airport experience and general aviation airport familiarity allows Burns & McDonnell to scale best practices appropriately, bringing the structure and foresight of major programs while maintaining the agility and personalized approach required at regional airports. This experience will enable the Aviation Department to deliver projects efficiently by anticipating operational challenges and aligning with its culture and priorities to provide successful project execution.

Below is our approach to specific items outlined in the proposal.

3.2 Detailed Scope of Work

Burns & McDonnell will provide comprehensive program and project management, construction management, and technical support services, including but not limited to the following:

Program and Project Management Support

RFP Requirement:

- Serve as the central coordination point for capital projects aligned with the CIP.
- Develop and manage program plans, schedules, and budgets.
- Facilitate coordination and reporting.

Approach:

Establish a centralized project management office (PMO) with standardized controls, master scheduling, cost tracking, and executive reporting tools.

Deliverables:

- Program Management Plan (PMP)
- Master Program Schedule
- Budget and Cost Reports
- Monthly/Quarterly Reports
- Executive Dashboards
- Meeting Documentation

Performance Standards (KPIs):

- Schedule variance within ±5% at program level
- Cost variance within ±5% (excluding approved scope changes)
- Monthly reports delivered within 5 business days
- Action items closed within agreed timelines

Key Staffing Roles:

- Project Manager
- Design Manager
- Project Controls Manager
- Scheduler
- Change Control Manager

Construction Management and Quality Assurance

RFP Requirement:

- Serve as the central coordination point for capital projects aligned with the CIP.
- Develop and manage program plans, schedules, and budgets.
- Facilitate coordination and reporting.

Approach:

Implement a field-driven Quality Assurance/Quality Control (QA/QC) program supported by digital tools and standardized review processes. Our team is experienced with the software platforms that owners and contractors use to manage and track requests for information (RFIs) and submittals. We will assign dedicated staff to monitor timelines, including dates received, due dates, and the party responsible for each response.

Deliverables:

- Contractor Construction Management Plan
- Contractor QA/QC Plan
- Contractor Inspection Reports
- Contractor RFI/Submittal/Change Logs
- NCR and Corrective Action Reports

Performance Standards (KPIs):

- RFI response time seven calendar days
- Submittal review time 10 calendar days
- Inspection observation coverage for critical activities

Key Staffing Roles:

- Project Manager
- Construction Manager
- Observers (Airside/Landside)

Technology Projects (IT, OT, and Special Systems)

RFP Requirement:

- Define, design, integrate, and deliver airport technology systems.
- Coordinate testing, cybersecurity, and turnover.

Approach:

Use a structured systems integration lifecycle with stakeholder coordination, phased testing, and controlled cutovers.

Deliverables:

- Technology Project Plans
- Requirements Traceability Matrix
- Interface Control Documents
- Test Plans and Reports (FAT/SAT)
- System Documentation and Diagrams
- Training Materials

Performance Standards (KPIs):

- 100% requirements traceability to acceptance
- Zero critical system failures at go-live
- System uptime 99.9% post-cutover
- All cybersecurity findings resolved prior to go-live

Key Staffing Roles:

- IT/Systems Project Manager
- Systems Integration Lead
- Network/Cybersecurity Specialist
- Testing & Commissioning Specialist

Risk Management and Issue Resolution

RFP Requirement:

- Identify, track, and mitigate risks.
- Manage issues and support claims avoidance.

Approach:

Maintain active risk registers with mitigation tracking and structured escalation processes. Provide information to City for claims or legal action.

Deliverables:

- Risk Register
- Mitigation Plans
- Issue Logs
- Claims Avoidance Documentation

Performance Standards (KPIs):

- 100% of high risks have mitigation plans
- Risk reviews conducted monthly.
- 90% of issues resolved within defined timeframe

Key Staffing Roles:

- Project Manager
- Design Manager
- Construction Manager
- Risk Manager
- Project Controls Manager

Planning and Integration

RFP Requirement:

- Integrate all phases and coordinate concurrent projects.

Approach:

Maintain an integrated master schedule and facilitate cross-project coordination. Plan to identify and coordinate utility shutdowns, work areas, and timelines with Aviation department staff, airlines, vendors and other stakeholders.

Deliverables:

- Integrated Master Schedule
- Phasing Plans
- Interface Coordination Logs
- Operational Impact Assessments
- Notification / Communication logs

Performance Standards (KPIs):

- Zero unplanned operational disruptions
- Fewer than five percent schedule conflicts between concurrent projects
- Timely resolution of interface issues

Key Staffing Roles:

- Project Manager
- Planning Manager
- Project Scheduler
- Integration Manager

Asset Management Support

RFP Requirement:

- Verify accurate asset data and system integration (GIS/BIM/CMMS).
- Oversee asset turnover and lifecycle planning.

Approach:

Implement asset validation workflows and enforce turnover requirements through audits and checklists.

Deliverables:

- Asset Register
- CMMS Data Files and PM Plans
- Asset Tagging Logs
- O&M Manuals and Warranties
- Turnover Checklists

Performance Standards (KPIs):

- 100% asset data completeness at turnover
- Fewer than two percent asset data errors post-validation
- All PM plans loaded prior to final acceptance
- 100% of critical assets tagged and verified

Key Staffing Roles:

- Asset Manager
- BIM/GIS Specialist
- CMMS Coordinator

Compliance and Regulatory Oversight

RFP Requirement:

- Verify compliance with FAA, NEPA, DBE/SBE, labor, and safety regulations.

Approach:

Implement compliance tracking, audits, and dedicated oversight personnel.

Deliverables:

- Compliance Management Plan
- FAA Documentation (7460)
- Environmental Reports
- DBE/SBE Reports
- Contractor Safety Reports and Audits

Performance Standards (KPIs):

- On-time regulatory submissions
- DBE/SBE participation meets or exceeds targets
- Recordable incident rate below industry average

Key Staffing Roles:

- Compliance Manager
- Environmental Specialist
- Safety Manager
- DBE/SBE Coordinator

External Funding Support

RFP Requirement:

- Identify funding and support grant applications and compliance.

Approach:

Manage a structured grants program aligned with project delivery and compliance requirements.

Deliverables:

- Funding Strategy
- Grant Applications
- Compliance Reports
- Reimbursement Documentation

Performance Standards (KPIs):

- 100% on-time grant submissions
- Maximum eligible cost recovery achieved
- Zero audit findings related to funding compliance

Key Staffing Roles:

- Grants Manager
- Financial Analyst
- Compliance Specialist

9. Training and Mentorship

RFP Requirement:

- Provide staff training and knowledge transfer.

Approach:

Deliver structured training programs and embed mentorship in daily activities. Assist aviation department staff with task order tracking, design and construction task coordination, communications, change management, project acquisition strategies (maintenance staff, on-call A/E/C, RFP)

Deliverables:

- Training Plans
- Training Materials
- Attendance Records
- Knowledge Transfer Documentation
- Shadowing of project & construction management team

Performance Standards (KPIs):

- Regularly scheduled coordination meetings and training sessions
- 90% staff participation
- Discussion of challenges identified by Aviation Department staff

Key Staffing Roles:

- Mentoring Coordinator
- Subject Matter Specialists (provided by Burns & McDonnell)

10. Stakeholder Engagement and Communication

RFP Requirement:

- Manage communication and stakeholder coordination.

Approach:

Implement a structured communication plan with defined reporting and engagement protocols.

Deliverables:

- Stakeholder Engagement Plan
- Communication Matrix
- Meeting Documentation
- Reports and Presentations

Performance Standards (KPIs):

- 100% of meetings documented
- Timely distribution of materials (within 2–3 days)

Key Staffing Roles:

- Project Manager
- Design Manager
- Construction Manager
- Communications Manager
- Public/Stakeholder Liaison

11. Project Closeout and Commissioning

RFP Requirement:

- Plan and execute commissioning and closeout activities.
- Verify systems readiness, training, and documentation.

Approach:

Participate in commissioning-driven process starting in design through testing, ORAT, and final turnover.

Deliverables:

- Review Contractor Commissioning Plan
- Review Test Reports (Pre-functional, Functional, Integrated)
- Review Deficiency Logs
- Review Final Commissioning Report
- Review of ORAT Plans and Reports
- Review Closeout Documentation Package

Performance Standards (KPIs):

- 100% systems tested and accepted prior to handover
- Zero critical deficiencies at substantial completion
- Punch list closure within 30–60 days
- Successful ORAT completion with no major operational failures

Key Staffing Roles:

- Commissioning Manager
- ORAT Lead
- Systems Testing Specialists
- Closeout Coordinator

PROJECT SPOTLIGHT

FLL Automated People Mover (APM)

Fort-Lauderdale Hollywood International Airport is undertaking a significant terminal improvement project which includes the creation of an Automated People Mover. The finished APM will consist of six stations and 16,000 linear feet of dual guide way. Burns & McDonnell was responsible for managing the development of the program,m criteria package (PCP) which included significant considerations for security and operational constraints.

PROJECT SPOTLIGHT

Blueprint for Ascent: CGI to Double Eagle II

The Burns & McDonnell team is a trusted partner to the City of Cape Girardeau, Missouri, providing comprehensive project management and construction management for the new passenger terminal, t-hangars and virtual air traffic control tower. Acting as the owner's representative during program and construction management, our team serves as a bridge between the City, designers of record and other stakeholders. Our services include preliminary design, a three-phase selection process for architects and builders, and full coordination with all entities, including the Federal Aviation Administration, to facilitate a seamless design-build project delivery.

Our dedicated oversight and mentorship were instrumental in navigating the complexities of these aviation projects. We successfully met all critical deadlines, including the public opening date set in the early planning phase and a CARES Act funding deadline, with no impact to air service. A key component of our role was providing focused training to the client on aviation-specific challenges such as external funding processes, FAA compliance, and specialized project delivery methods. By fostering a collaborative environment, we promoted professional growth among CGI airport management and city inspectors, equipping them with the tools and knowledge for future success.

By engaging in a comprehensive mentorship program, an airport can build a foundation for long-term success and self-sufficiency, much like this case with CGI. This partnership cultivates enhanced in-house project management capabilities and provides specialized knowledge in critical areas such as FAA compliance, regulatory requirements, and external funding processes. This investment in personnel fosters leadership development, improves employee retention and strengthens the overall safety culture. Ultimately, this mentorship empowers an airport's team to confidently manage future capital projects and uphold a high standard of operational excellence, contributing to a resilient and successful future. ***At the close of the project, the Airport manager was given a Proclamation by the City of Cape Girardeau for her contributions to the growth and development to the Airport, and the management team walked away with confidence in FAA compliance and order of operations in project management.***

A.3.2 Other Considerations

Burns & McDonnell's experience supporting U.S. Air Force installations, including Kirtland Air Force Base, positions us to effectively serve as an extension of the Sunport's staff in a joint-use environment where civilian and military operations share the same airfield. As project and construction manager, we understand and respect the structured communication protocols, chain-of-command requirements, and security considerations that govern work on and around active military installations. Our team integrates seamlessly into these frameworks so all coordination, documentation, and decision-making aligns with both City and military expectations.

In this role, we will support the Aviation Department to facilitate clear, consistent communication among all stakeholders, including Kirtland Air Force Base, the FAA, and airport tenants. We will proactively manage coordination efforts, verifying project scopes, schedules, and construction activities address both civilian operational needs and military mission requirements. This includes navigating airfield access constraints, coordinating work windows, and ensuring compliance with all applicable security and safety protocols.

Burns & McDonnell's federal experience provides a strong foundation for supporting the operational, regulatory, and security requirements of an international airport such as the Sunport. Through our work with federal agencies and on federally funded projects, our team is well-versed in navigating complex compliance frameworks, including FAA requirements, TSA coordination, environmental regulations, and grant assurance obligations. We understand the importance of maintaining thorough documentation, adhering to strict procurement and reporting standards, and ensuring projects remain eligible for federal funding.

At an international airport, these requirements are further elevated by the need to support Customs and Border Protection (CBP) operations, heightened security protocols, and continuous coordination with multiple federal stakeholders. Our team is experienced in working within these environments, planning and executing projects that maintain uninterrupted operations while meeting all regulatory and security expectations. We are adept at coordinating with agencies such as the FAA, TSA, and CBP.

A.3.3 Key or Critical Issues

Based on our knowledge of your airport and our thorough review of the RFP documents, Burns & McDonnell has identified the following issues that may arise and have provided our suggested mitigation strategies.

Maximizing Funding Potential

While FAA funding is critical for airport improvements, relying solely on it often leaves funding gaps, as many key projects are ineligible or rank poorly for discretionary funds. To minimize local investment, Burns & McDonnell proactively identifies federal, state, and local grant opportunities, engaging our teaming partner, Tulipan Solutions, to support timely and competitive applications. By leveraging a diverse mix of external funding sources—such as the SMART program, the DOT PROTECT Program, the EPA WIFIA program, and Federal Transit Agency funds, which are examples of alternative funding we have secured for other clients—we can significantly reduce your reliance on local capital and preserve funding for other vital airport operational needs.

Beyond securing alternative grants, we understand that the timing and structure of funding play a critical role in the successful delivery of a large capital program. The Burns & McDonnell team will work closely with the Sunport and City of Albuquerque leadership and other stakeholders to optimize your financing mix and align the construction schedule with available funds. This strategic coordination ensures that work packages proceed efficiently, borrowing costs are reduced, and resources are deployed effectively, ultimately maximizing your funding potential while achieving your development goals

Mentorship and Knowledge Transfer

We recognize that transitioning into the highly regulated aviation sector presents a unique learning curve for staff whose backgrounds are in broader municipal or general project management. Rather than viewing this as a hurdle, we see it as an excellent opportunity for professional growth. Our approach centers on providing dedicated guidance and mentorship to Aviation Department staff, facilitating seamless knowledge transfer in the specific areas of airport project and construction management. By fostering a highly collaborative environment, we empower your team to build confidence and develop the skills needed to successfully manage complex aviation programs.

To help your staff achieve these goals, Burns & McDonnell will integrate targeted training directly into our daily project workflow. We will focus our mentorship specifically on aviation-related projects, placing a strong emphasis on navigating external funding processes, ensuring strict FAA compliance, meeting complex regulatory requirements, and applying specialized project delivery methods. Through this side-by-side partnership, Sunport project managers and related personnel will not only contribute meaningfully to current initiatives but also build a robust foundation for long-term success and advancement within the aviation field.

Capturing Institutional Knowledge

Capturing the rich history and operational nuances of the Sunport and Double Eagle II relies heavily on the institutional knowledge of the individuals who have managed and maintained these facilities. Often, a significant portion of this institutional knowledge is held personally by seasoned personnel rather than being formally documented, presenting a challenge as team members transition to new roles or retire. Recognizing this key issue, it is vital to collect and preserve this information to continue seamless operational continuity and provide a comprehensive background for incoming team members.

To address this, our team will partner with your staff to systematically gather and record this valuable information. Through collaborative discussions and dedicated documentation efforts, we will compile the distinct experiences and insights from individuals across both airports into a centralized, easily searchable format. This process not only safeguards critical institutional knowledge but allow it to remain readily accessible, empowering current and future airport staff to make well-informed decisions as they guide the continued development of the Sunport and Double Eagle II.

A

Resumes

Experience

11 years of experience

Registrations

Professional Engineer
(***NM***, IN, MO, NV)

Education

- Bachelors, Architectural Engineering
- Bachelors, Civil Engineering

Jodi Cooper, PE

Project Manager

With 11 years of experience in aviation, Jodi is a project manager specializing in the design and management of airport facilities and infrastructure projects. Her background is extensive, having served as an owner's representative, program manager, resident engineer during construction, and a lead design engineer. As a project and program manager, Jodi excels at providing strategic direction and leading multi-disciplined teams to achieve project goals. She is adept at managing complex program risks and coordinating with key stakeholders, including airlines, FAA, and TSA. Her project management skills are demonstrated through her ability to align program goals with project execution, while carefully managing scope, schedule and budget to deliver complex projects.

PROJECT EXPERIENCE

Program and Construction Management

New Orleans Aviation Board // MSY, New Orleans, LA

Role: Program Management Team **// Project Summary:** Burns & McDonnell has been providing comprehensive program management services since 2021 to support all aspects of development, maintenance and operations at MSY. We assist MSY in identifying capital and operational expenditure needs and develop programmatic-level project scopes, budgets, and schedules. Our services include creating the schedule, budget, cash flow, and funding mechanisms for the Airport Improvement Program (AIP). **// Responsibilities:** Jodi is responsible for quality reviews of design documents for projects across all areas of MSY that are assigned under this contract. **// Completed:** Ongoing

Owner's Representative Services

City of Cape Girardeau, MO | Cape Girardeau Regional Airport (CGI), Cape Girardeau, MO

Role: Program Manager **// Project Summary:** Burns & McDonnell served as the Owner's Representative to the City of Cape Girardeau for the design and construction of a new airport terminal and t-hangar development at CGI. The projects are funded by city, state, and federal funds, including the federal CARES act. **// Responsibilities:** Jodi led the team's development from the basis of design through bidding, evaluation, and provided construction oversight of the selected design-build teams. She developed the original scope and fee with the client, coordinated subconsultants for geotechnical, survey, and environmental services, and manages design team coordination and communication with the client and stakeholders. During construction, she collaborated with the client to review designs, address RFIs and substitution requests, and coordinated key communications with the FAA, airlines and other project stakeholders. **// Completed:** June 2025

Chris Spann

Executive-in-Charge

With more than three decades of experience, Chris has experience in all aspects of aviation design. Chris will oversee the design and program management team who will work directly with you as an extension of staff to prioritize your needs and define the path to success. Chris has led the North Terminal Project at MSY, as the Program Manager, since 2013. His dedication and integrity have been relied upon throughout the project to bring stakeholders together and build consensus. He excels at diffusing contentious situations and focusing on achieving results. He has more than 30 years of national and international airport civil engineering experience and extensive experience managing and developing execution strategies for large programs as detailed in his resume.

Experience

39 years of experience

Education

- Bachelors, Civil Engineering

PROJECT EXPERIENCE

New Terminal Program

City of New Orleans, LA | MSY

Role: Program Manager **Project Summary:** Burns & McDonnell served as the owner's representative for this new $876M, 900,000 square feet (SF) terminal replacement with three concourses and 35 gates [29 new passenger boarding bridges (PBBs), six refurbished and relocated PBBs], two parking garages, road system and enabling projects; $25 million (M) stormwater pump station, airfield lighting vault relocation, and FAA Navigational Aids (NAVAIDs) relocation. **Responsibilities:** Chris provided comprehensive program and construction management services supporting all aspects of development, maintenance and operations at MSY. Key responsibilities included identifying capital and operational needs to develop programmatic-level project scopes, budgets and schedules for the Airport Improvement Program (AIP). He coordinated closely with stakeholders and managed project delivery through the entire lifecycle, from bidding to overseeing construction, QA, and closeout. **Completed:** Ongoing

Terminal Redevelopment*

LaGuardia Airport | Queens, NY

Role: Airside Design Manager **Project Summary:** The project included the redevelopment of the central terminal area, and the construction of a new terminal building, parking garage, and two remote concourses. As airside design manager, he was responsible for the design of the terminal apron and dual taxi lanes, all apron drainage and other utilities, glycol collection, and connections to the existing taxiway system **Responsibilities:** As Manager of Parsons Brinckherhoff's aviation design practice, he oversaw the development of all aspects of the preliminary airfield design during the bidding process, including the preliminary phasing and coordination with other designers.

**denotes a project completed with a former firm*

Experience

45 years of experience

Registrations

Registered Architect (***NM***, AZ, CO, MN, TX)

Education

- Bachelors, Architecture

W. Paul Waters, AIA

Design Manager

Paul is a Project Manager and Architect with 45 years of aviation experience including contract execution, project development, design, bidding, and A/E construction administration. He has managed multi-year task order contracts and understands the requirements, level of effort, communication, and coordination necessary to successfully deliver complex aviation projects. He has completed aviation projects for municipal, federal, and military agencies, as well as private sector clients. He manages multi-discipline design teams with a focus on producing coordinated, constructible, and biddable documents, and participates in quality assurance reviews to ensure project accuracy and consistency. Paul is a licensed fixed-wing, multi-engine, instrument-rated pilot that was based at Cutter Aviation. He has hundreds of takeoffs and landings at the Sunport, giving him working knowledge of local flight and airside operations. Paul currently serves as the Albuquerque office leader.

Southwest Airlines (SWA) Ramp Information Display Systems (RIDS) Comm Room Renovations | Architect of Record | Burns & McDonnell was contracted by Southwest Airlines to add exterior RIDS displays at all the concourse C SWA gates at Denver International Airport (DEN). The project includes the displays, mounts, power, and data cabling infrastructure and ends at the connection to the SWA network. Work also included airside sitework and building modifications associated with the work. SWA hangar and concourse C communication rooms were also renovated to support equipment. Coordination with DEN standards and City code requirements was included as well as construction administrative services. As the Architect of Record Paul was responsible for architectural design, coordination with the project engineers, code compliance. During construction Paul reviewed contractor submittals, responded to RFI's and attended site visits.

Sandia National Labs Facilities Express* | Project Manager | Most of the design services were architectural with an emphasis on systems furniture. Additionally, some engineering services were provided including civil, structural, mechanical, and electrical. The design team provided design and engineering services on projects that had a quick turn-around, and that had a total project cost (design and construction) generally less than $50K for construction projects that were non-furniture related and up to $150K for jobs that are predominately new furniture related.

**denotes projects completed with other firms*

Experience

27 years of experience

Education

- Bachelors, Construction Management

Dan Weiss

Change Control Manager

As Change Control Manager, Dan manages the programmatic impacts of both client and circumstantial change across the program's portfolio of projects. As change events arise, he leads the evaluation process of assessing the impact of the change by working with the project team to capture schedule and financial impacts, as well as operational impacts to stakeholders, airport functions, and overall program delivery. These impacts are evaluated for both benefit and risk, and this data is compiled to provide decision-making criteria for the development of the most advantageous action that allows for maintenance of the client's goals and mitigation of future risk. This approach is spread vertically within the program, allowing for management on both the macro and micro level. In addition, Dan performs assessments of future change events by identifying likely change inducing events and predictable surprises.

PROJECT EXPERIENCE

Program and Construction Management

City of New Orleans, LA | MSY

Role: Construction Manager **// Project Summary:** Burns & McDonnell has been providing comprehensive program management services since 2021 to support all aspects of development, maintenance and operations at Louis Armstrong New Orleans International Airport (MSY). We assist MSY in identifying capital and operational expenditure needs and develop programmatic-level project scopes, budgets, and schedules. Our services include creating the schedule, budget, cash flow, and funding mechanisms for the Airport Improvement Program (AIP).
// Responsibilities: Dan is responsible for overseeing all projects and task orders associated with the current program management contract. He manages design teams and contractors while interfacing with the client and all project stakeholders. **// Completed:** Ongoing

Hangar Expansion Program

Southwest Airlines // Phoenix Sky Harbor International Airport (PHX), Phoenix, AZ

Role: On-site Resident Project Representative **// Project Summary:** Burns & McDonnell served as the Designer of Record, providing full construction administration services for Southwest Airlines' $100 million, 122,000-SF campus. The state-of-the-art facility features a 58,000-SF hangar tailored for advanced aviation needs, complemented by 64,000 SF of ground support equipment (GSE), provisioning, and support spaces all carefully designed to enhance operational efficiency and functionality.
// Responsibilities: Dan was responsible for the design and construction coordination of airside and landside improvements, relocation of the existing FAA, airport, private and public utilities and coordination with Airport staff, design teams, construction manager and the FAA.
// Completed: March 2022

Experience

11 years of experience

Registrations

Civil Engineer (MX)

Certified Cost Professional (CCP)

Education

- Bachelors, Civil Engineering

Fernando Hernandez, CCP

Scheduler

Fernando currently serves as a Project Control Specialist, focusing on implementing tools and procedures for the Distribution System Reliability portfolios. He also provides cost control and scheduling services directly to the client's Project Managers. Fernando began his career as a Project Controls intern for the new Mexico City International Airport program, focusing on the development of the program's executive dashboard, compiling and processing data from all other areas. Fernando has served as a construction Project Manager for the commercial aviation industry, delivering airport terminal fireproofing, luxury hospitality projects and corporate interior projects for clients located in the US, Singapore, Brazil and France. He has participated in the implementation of a PMO and several controls methodologies, as well as leading the re-arrangement and transference of back office financial activities from seven different countries into a single Shared Services Center.

PROJECT EXPERIENCE

PNM Infrastructure Investment Program (PIIP)

Public Services Company of New Mexico | **State of New Mexico**
Role: Senior Program Controls Specialist **// Project Summary:** Burns & McDonnell was hired by Public Service Company of New Mexico (PNM) to execute their transmission and distribution Infrastructure Investment Program. Under the portfolio management phase (Phase 1), our team established an asset management plan to help PNM prioritize investments within their transmission & distribution system. This is an effort to improve customer reliability, system resilience, cyber and physical security, and preparedness for carbon-free operations. **// Responsibilities:** Fernando provides program controls for the Distribution System Reliability Programs, which encompass 36 distribution portfolios with more than 200 projects each year and a $30 million budget. His responsibilities include delivering project controls services, such as cost reports and schedules, to client project managers for distribution and substation projects. As part of the Wildfire Mitigation program, he provides project controls services to a client project manager for the Poles Inspection projects, delivering the financial setup and work breakdown structure, cost control and a master schedule. He also designed and implemented a financial dashboard to compile data from different sources into a single file for the System Reliability Programs. Fernando assists in the financial setup and program controls for the Poles Inspection program, helping to complete projects under budget and on schedule. **// Completed:** Ongoing.

Victor Botello, PMP, CCP

Controls Manager

Victor is a Civil Engineer with 20 years of experience working in Project Controls (PC) roles across several sectors including Aviation, Oil & Gas, Infrastructure, Manufacturing and Transmission and Distribution (T&D). He has taken on various roles including scheduling, cost control and PC lead, working as contractor, client representative and consultant. Victor is a Senior Project Controls Specialist at Burns & McDonnell in the Mexico City office, providing Program Controls services for clients in the US.

Experience

20 years of experience

Registrations

Civil Engineer (MX)

Certified Cost Professional (CCP)

Project Management Professional (PMP)

Education

- Bachelors, Civil Engineering

PROJECT EXPERIENCE

Program and Construction Management

City of New Orleans, LA | MSY

Role: Project Controls Lead **// Project Summary:** Burns & McDonnell has been providing comprehensive program management services since 2021 to support all aspects of development, maintenance and operations at Louis Armstrong New Orleans International Airport (MSY). We assist MSY in identifying capital and operational expenditure needs and develop programmatic-level project scopes, budgets, and schedules. Our services include creating the schedule, budget, cash flow, and funding mechanisms for the Airport Improvement Program (AIP). **// Responsibilities:** Victor is responsible for leading the team that provides Project Controls support for construction projects at MSY. The team's main support activities include creating the Master Program Schedule and estimating scheduling for construction works to refine the Master Program Schedule as design evolves. **// Completed:** Ongoing

PNM Infrastructure Investment Program (PIIP)

Public Services Company of New Mexico | State of New Mexico

Role: Senior Program Controls Specialist **// Project Summary:** Burns & McDonnell was hired by Public Service Company of New Mexico (PNM) to execute their transmission and distribution Infrastructure Investment Program. Under the portfolio management phase (Phase 1), our team established an asset management plan to help PNM prioritize investments within their transmission & distribution system. This is an effort to improve customer reliability, system resilience, cyber and physical security, and preparedness for carbon-free operations. **// Responsibilities:** s the senior project controls engineer for the PNM PIIP, Victor is primarily responsible for implementing a project management office. This involves developing project controls procedures, leading workshops and conducting training sessions. He leads the project controls team in all scheduling efforts, set guidelines, leveled the team's workload and oversaw their work. His role also includes creating, updating and following up on project schedules for substation and distribution projects to help meet the client's strategic goals and annual targets. **// Completed**: Ongoing.

**denotes a project completed with a former firm*

B

Required Forms

Form as described in Section A1

A.1.1 Company Overview. Please describe the services that your company has provided in other cities, how long you have been in operation, and any unique features of the services you offer. Please also include how you meet the minimum requirements that will be scored on a pass-fail basis.

Services provided in other cities	Please see table provided in Section A.1.1
How long you have been in operation	128 years
Unique Features	
How you meet the minimum qualifications	Burns & McDonnell meets the minimum requirements set forth in Sections 3.3. We have completed more than three Project Manager/Construction Manager contracts at several commercial airports in the last five years. The majority of these contracts were completed at airports fitting the designation for large or medium hubs airports as defined by the FAA.

A.1.2 Indicate the name of any subcontractor firms or contractors that will be utilized to make up your team. Describe each subcontractor's qualifications, background, and specific expertise that they bring to the Project.

Subcontractor firms or contractors	Qualifications	Background	Specific Expertise
Wilson & Company, Inc.	Please see Section A.1.2 for detailed information regarding our subconsultants		
Tulipan Solutions, LLC			

A.1.3 Identifies whether any staff or sub-contractor firms or contractors hold Program Management Professional (PGMP) or Project Management Professional (PMP) Certifications (optional but highly desirable).

Staff or sub-contractor firms or contractors name	PCMP or PMP Cerification holders
Alex Meekhoff, Burns & McDonnell	PMP
Victor Botello, Burns & McDonnell	PMP

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

The Company (Burns & McDonnell Engineering Company, Inc.), certifies to the best of
(Company/Contractor)
its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not, within a three-year period preceding this Agreement, been convicted or
had a civil judgment against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or Agreement 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

(4) Have not, within a three-year period preceding this agreement, had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this certification.

THE COMPANY/CONTRACTOR, Burns & McDonnell Engineering Company, Inc. ___ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.

Executed on this date: 4/29/2026 ________________________.

By

Signed by:

A0C3A6ACAA2C489... ___________________
(Signature of authorized official)

Vice President___________________
(Title of authorized official)

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, __Pedro Constanzo, Vice President______________, hereby certify on behalf of
(Name and title of Official)
_Burns & McDonnell Engineering Company, Inc,________ that;
(Name of Company)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned 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 or Member of Congress in connection with the awarding of any Federal Agreement, 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 Agreement, grant, loan or cooperative agreement.

(2) If any funds other the 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 Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and Agreements under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

For purposes of this Certification, the Agreement shall be considered a federal Agreement. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, 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.

Executed on this date: 4/29/2026__________________________.

By Signed by: A0C3A6ACAA2C489... ___________________
(Signature of authorized official)

Vice President_______________
(Title of authorized official)

Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

✓Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;
b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from

b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

4/29/2026

Signed by:

A0C3A6ACAA2C489...

Date | Signature

Burns & McDonnell Engineering Company, Inc. | Vice President

Company Name | Title

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or perspective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION OF BIDDER

Bidder's Name: _Burns & McDonnell Engineering Company, Inc. ______________

Address:_100 Sun Ave NE #650, Albuquerque, NM 87109_____________

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes _X___ No ____

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes__X__ No____

Certification -- The information above is true and complete to the best of my knowledge and belief.

_Pedro Constanzo, Vice President___________________________________

NAME AND TITLE OF SIGNER (PLEASE TYPE)

Signed by:

A0C3A6ACAA2C489... ______________________ 4/29/2026

SIGNATURE DATE

Pay Equity Reporting Form

City of Albuquerque
www.cabq.gov

Bernalillo County
www.bernco.gov

Water Authority
www.abcwua.org

Company Details

Company Name	Burns & McDonnell
Phone	8166522979
Email Address	cwoolery@burnsmcd.com

Mailing Address	9400 Ward Parkway, Kansas City, MO 64114
NM Employees?	yes

Job Category		No. Females	No. Males	Gap (Abs. %)
1.1	Exec/Senior Level Officials/Mgrs	0	0	N/A
1.2	First/Mid Level Officials/Mgrs	0	5	N/A
2	Professionals	6	7	36.57%
3	Technicians	0	0	N/A
4	Sales Workers	0	0	N/A
5	Office and Admin. Support	1	0	N/A
6	Craft Workers (Skilled)	0	0	N/A
7	Operatives (Semi-Skilled)	0	0	N/A
8	Laborers (Unskilled)	0	0	N/A
9	Service Workers	0	0	N/A
	Overall Total	7	12	36.57%

Total # of Females (all categories)	7	Total # of Males (all categories)	12
Total # Female Only Job Categories	1	Total # Male Only Job Categories	1
Total # Part Time Females	0	Total # Part Time Males	0
Female % Workforce	36.84%	Male % of Workforce	63.16%
Total # Employees	19	Total # Non-Binary Employees	0

Must be signed by a representative of the company. Signature certifies that all employees working in New Mexico are included, the data is for one year ending when the form is signed, and any challenges to your information may require you to get third party verification at your own expense.

Christopher Woolery - Compensation Manager
Name and Title

Christopher Woolery
Signature

Apr 27, 2026
Date Submitted

Following your submission, the system will calculate and certify your Overall Total Pay Gap. A copy of the Pay Equity Reporting Form will be emailed to you for inclusion with your bid or proposal. If the Overall Total Pay Gap on your form is 0%, you are eligible for a 5% preference. Please keep in mind that a completed Pay Equity Reporting Form must be submitted with all bids and proposals, regardless of the Overall Total Pay Gap. Please contact the contact person identified in the applicable Agency's solicitation documents with any questions about the Pay Equity Reporting Form.

C

Reference Form

Form as described in Section A1

A.1.4 References. Include a minimum of three references on the form provided of recent customers for whom your firm has provided similar services as contemplated herein, and include it with the forms section of your proposal. In addition to the form, in this section of your proposal, please provide any additional information that would explain in more detail the work undertaken with the references provided and any other material information you would like the City to know about your work for that reference that is relevant to the work described in this RFP.

Reference 1:
Walter J. Krygowski
Deputy Director of Aviation - Operations & Maintenance
New Orleans Aviation Board
504-303-7551
walterk@flymsy.com

Reference 2:
Mike Parks
Airport Manager
City of Columbia
(573) 817-5064
michael.parks@como.gov

Reference 3:
Romel Pedraza, P.E
Assistant Executive Director
for Planning, Engineering, Construction and Environmental
Puerto Rico Ports Authority
787-728-8715
Rpedraza@prpa.pr.gov

Docusign Envelope ID: 4A81EF5D-33DD-825B-81A5-A90FD848B5D3

100 Sun Ave NE #650
Albuquerque, NM 87109
burnsmcd.com

Exhibit C

COST PROPOSAL FOR

Project Manager and Construction Manager Services

Solicitation Number: RFP-2025-726-AVI-GB

SUBMITTED TO

City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division

April 30, 2026

Attachment - Cost Proposal

City of Albuquerque
RFP 2025-726-AVI-GB
Appendix A Cost Proposal
Burns & McDonnell Engineering Company, Inc.

Discipline	2026 Total	2027 Total	2028 Total	2029 Total	2030 Total	2031 Total
Executive in Charge	350.00	364.00	378.56	393.70	409.45	425.83
Design Manager	300.00	312.00	324.48	337.46	350.96	365.00
Change Control Manager	300.00	312.00	324.48	337.46	350.96	365.00
Project Manager	325.00	338.00	351.52	365.58	380.20	395.41
Controls Manager	259.49	269.87	280.66	291.89	303.57	315.71
Scheduler	227.00	236.08	245.52	255.34	265.56	276.18
Other Professional	295.01	306.81	319.08	331.85	345.12	358.92
Senior Principal Architect	345.87	359.70	374.09	389.06	404.62	420.80
Principal Architect	254.90	265.10	275.70	286.73	298.20	310.12
Senior Architect	171.80	178.67	185.82	193.25	200.98	209.02
Registered Architect	252.92	263.04	273.56	284.50	295.88	307.72
Intern Architect	132.11	137.39	142.89	148.61	154.55	160.73
Senior Principal Engineer	350.00	364.00	378.56	393.70	409.45	425.83
Senior Engineer	299.52	311.50	323.96	336.92	350.40	364.41
Project Engineer	246.06	255.90	266.14	276.78	287.86	299.37
Engineer Manager	196.76	204.63	212.82	221.33	230.18	239.39
Engineering Intern II	159.74	166.13	172.77	179.69	186.87	194.35
Engineering Intern I	147.58	153.48	159.62	166.01	172.65	179.55
Survey Technician	84.50	87.88	91.40	95.05	98.85	102.81
Two Person Survey Crew	227.50	236.60	246.06	255.91	266.14	276.79
Two Person GPS Survey Crew	246.25	256.10	266.34	277.00	288.08	299.60
Licensed Surveyor	191.75	199.42	207.40	215.69	224.32	233.29
Senior Observer	312.68	325.19	338.19	351.72	365.79	380.42
Observer	216.73	225.40	234.42	243.79	253.54	263.69
Administrative Aide II	191.74	199.41	207.39	215.68	224.31	233.28
Administrative Aide I	158.41	164.75	171.34	178.19	185.32	192.73
Administrative Support	128.62	133.76	139.12	144.68	150.47	156.49
Grants / Technical Administrator	275.00	286.00	297.44	309.34	321.71	334.58
Annual Escalation		4.00%	4.00%	4.00%	4.00%	4.00%

100 Sun Ave NE #650
Albuquerque, NM 87109
burnsmcd.com