

Final

**CARSON CITY AIRPORT AUTHORITY
MEETING AGENDA**

Wednesday, June 18, 2025 – 5:30 P.M.

Public Meeting at:

**CARSON CITY COMMUNITY CENTER
(Robert Crowell Board Room)
851 E. William**

Carson City, Nevada

This Agenda Prepared by Corey Jenkins, Airport Manager

- A. CALL TO ORDER, ROLL CALL, AND DETERMINATION OF QUORUM.
- B. PLEDGE OF ALLEGIANCE
- C. APPROVAL OF THE MINUTES OF PAST MEETINGS OF THE AIRPORT AUTHORITY.
- D. MODIFICATION OF THE AGENDA. *The Chairman reserves the right to modify the agenda in order to most effectively process the agenda items. Items may be taken out of order; Items may be combined for consideration by the Authority; Items may be pulled or removed from the agenda at any time.*
- E. PUBLIC COMMENT. Members of the public who wish to address the Airport Authority may speak on *agendized and non-agendized matters* related to the Airport. Comments are limited to three (3) minutes per person or topic. If your item requires extended discussion, please request the Chairman to calendar the matter for a future Airport Authority meeting.
1. The public may provide public comment in advance of a meeting by written submission to the following email address: Manager@flycarsoncity.com. For inclusion or reference in the minutes of the meeting, your public comment must include your full name & address and be submitted via email by not later than 5:00 p.m. the day before the meeting. The Carson City Airport Authority values your input. Members of the public who wish to provide live public comment may do so during the designated public comment periods, indicated on the agenda in person.
- *****
- F. AIRPORT ENGINEER'S REPORT (*Non-Action Item*).
- G. CONSENT AGENDA
- H. PUBLIC HEARINGS
1. FOR DISCUSSION AND POSSIBLE ACTION: Request for approval of change of ownership and control of KCXP Investments LLC, holder of the Jet Ranch lease, from Tom Gonzales to the Gonzales Charitable Remainder Unitrust Two dated January 12, 2018. (S. Tackes, C. Jenkins)

Staff Summary: Approval is requested for the change of ownership of the tenant that holds the Jet Ranch lease, recorded September 2, 2005 as Document No.

Final

342199. *The Lease provides in Section 9 that any assignment of the lease requires Landlord's prior consent. While the tenant is still KCXP Investments, LLC, the ownership of that LLC is changing from Tom Gonzales to a charitable remainder trust which he created. The lease states that a transfer of corporate interests in excess of twenty-five percent (25%) is included within the term "assignment". No change to the lease is requested. Rather, this is a request for CCAA approval of the change of ownership and control, as well as, a means to having accurate lease records. Staff recommends approval.*

2. FOR DISCUSSION AND POSSIBLE ACTION: Approval of Change Order 1 to the contract with Houston Smith Construction, Inc. For AIP 44, Snow Removal Equipment Building ("SRE Building") Construction, in an amount not to exceed \$47,475.

Staff Summary: On September 20, 2023, the CCAA approved the award and execution of the construction contract for the SRE Building under AIP 44 to Houston Smith Construction, Inc. in the amount of \$1,548,781.57. Following site coordination and design finalization, a change order is now proposed in the amount of \$47,475.00 to account for necessary additions and cost increases. The estimated cost of the additional pavement was included in the FY 25/26 budget under the pavement maintenance budget item. The estimate was high, and this increase will be covered entirely by this budget item. Approval of this item will also be approval to use the pavement maintenance budget to cover the cost.

3. FOR DISCUSSION AND POSSIBLE ACTION: Election of FY 2025/2026 CCAA Officers; CHAIR, VICE-CHAIR, SECRETARY and TREASURER (S. TACKES)

Staff Summary: Election of CCAA officers as required by Chapter 844, Statutes of Nevada 1989.

I. AIRPORT MANAGER'S REPORT (*Non-Action Item*).

J. LEGAL COUNSEL'S REPORT (*Non-Action Item*).

K. TREASURER'S REPORT (*Non-Action Item*).

L. REPORT FROM AUTHORITY MEMBERS (*Non-Action Item*).

1. Status review of projects
2. Internal communications and administrative matters
3. Correspondence to the Authority
4. Status reports and comments from the members of the Authority

M. PUBLIC COMMENT. Members of the public who wish to address the Airport Authority may speak about items discussed on the agenda related to the Airport. Comments are limited to three (3) minutes per person or topic. If your item requires extended discussion, please request the Chairman to calendar the matter for a future Airport Authority meeting.

N. AGENDA ITEMS FOR THE NEXT REGULAR MEETING (*Non-Action Item*).

O. ACTION ON ADJOURNMENT.

Final

* * * * *

DELIVERED (via E-Mail) to the FOLLOWING LOCATIONS for POSTING by 9am, June 13, 2025

The Carson City Airport Website	https://flycarsoncity.com/
State of Nevada Public Notice Website	https://notice.nv.gov
Airport Terminal Building	2600 College Parkway Carson City, NV
Mountain West Aviation	2101 Arrowhead Dr. Carson City, NV
Stellar Aviation of Carson City, LLC	2640 College Parkway Carson City, NV
<i>~ Distribution made to others per request and as noted on the Airport Authority Distribution List ~</i> <i>Supporting materials will be posted to the Carson City Airport website www.flycarsoncity.com as available, and can be obtained upon request from the Airport Manager, 2600 E. College Parkway #6, Carson City, NV</i>	

NOTE: The Airport Authority is pleased to make reasonable accommodations for the public who are disabled and wish to attend this meeting. If special arrangements for the meeting are necessary, please notify the Airport Authority at (775) 841-2255 or cjenkins@flycarsoncity.com

Notice: NRS 241.020(3)(b) states that a request for mailed notice of meetings automatically lapses six months after it is made to the public body. A separate written request is not required for each meeting although requests are limited to six months at a time.

THE CARSON CITY AIRPORT AUTHORITY ENCOURAGES WRITTEN COMMENTS FROM THE PUBLIC. Comments should be addressed to the **Airport Manager**, and sent to the following address:

Carson City Airport Authority 2600 E. College Parkway #6, Carson City, Nevada 89706

DRAFT MINUTES
Regular Meeting
Carson City Airport Authority (CCAA)
May 21, 2025 ● 5:30 PM
Community Center Robert “Bob” Crowell Board Room
851 East William Street, Carson City, Nevada

Authority Members

Chair – Tim Puliz	Vice Chair – Harlow Norvell
Treasurer – Jon Rogers	Member – Curtis Horton
Member – Michaela Flint	Member – Karl Hutter
Member – Michael Golden	

Staff

Steve Tackes – Legal Counsel
Corey Jenkins – Airport Manager
Briana Munoz – Public Meetings Clerk

NOTE: A recording of these proceedings, the Board’s agenda materials, and any written comments or documentation provided to the recording secretary during the meeting are public record. These materials are on file in the Clerk-Recorder’s Office, and available for review during regular business hours.

Audio recordings and the meeting minutes of the Carson City Airport Authority meetings are available on <https://www.carson.org/government/city-meetings>.

A. CALL TO ORDER, ROLL CALL, AND DETERMINATION OF QUORUM

(5:30:25) – Chairperson Puliz called the meeting to order at 5:30 p.m.

(5:30:37) – Roll was called, and a quorum was present.

Attendee Name	Status	Arrived
Chairperson Tim Puliz	Present	
Vice Chair Harlow Norvell	Present	
Treasurer Jon Rogers	Absent	
Member Michaela Flint	Present	
Member Michael Golden	Absent	
Member Curtis Horton	Present	
Member Karl Hutter	Absent	

B. PLEDGE OF ALLEGIANCE

(5:30:58) – Led by Mr. Jenkins.

C. APPROVAL OF THE MINUTES OF PAST MEETINGS OF THE AIRPORT AUTHORITY.

(5:31:21) – Chairperson Puliz introduced the item and entertained comments, changes, and/or a motion to approve the minutes of the April 19, 2025 meeting.

(5:31:31) – MOTION: Member Flint moved to approve the minutes of the April 19, 2025. Vice Chair Norvell seconded the motion. The motion carried 4-0-0.

RESULT:	APPROVED (4-0-0)
MOVER:	Flint
SECONDER:	Norvell
AYES:	Puliz, Norvell, Flint, Horton
NAYS:	None
ABSTENTIONS	None
ABSENT:	Rogers, Golden, Hutter

D. MODIFICATION OF THE AGENDA.

None.

E. PUBLIC COMMENT

(5:32:05) – Chair Puliz entertained public comments; however, none were forthcoming.

F. AIRPORT ENGINEER'S REPORT

(5:33:00) – Chair Puliz introduced the item. Mr. Jenkins referenced the Airport Engineer's Report from Lochner, which is incorporated into the record.

(5:34:53) – In response to Chair Puliz's question regarding the technician requirement for the Aeronautical Survey for Nighttime Approach/Offset Precision Approach Path Indicator (PAPI) Construction, Mr. Jenkins explained that the required technician would be a member of the crew who installed the PAPIs. Mr. Jenkins added that the technician would be responsible for reconnecting the electrical components and making adjustments prior to the nighttime inspection.

(5:36:07) – Brian Martinezmoles of Wood Rodgers referenced the Airport Engineer's Report, which is incorporated into the record.

G. CONSENT AGENDA

(5:37:01) – Chair Puliz introduced the item, entertained items that the Authority wished to pull from the Consent Agenda. When none were forthcoming, he entertained a motion.

(5:37:22) – **MOTION: Vice Chair Norvell moved to approve the Consent Agenda as presented. The motion was seconded by Member Horton and carried 4-0-0.**

RESULT:	APPROVED (4-0-0)
MOVER:	Rogers
SECONDER:	Horton
AYES:	Puliz, Norvell, Flint, Horton
NAYS:	None
ABSTENTIONS	None
ABSENT:	Rogers, Golden, Hutter

1. FOR DISCUSSION AND POSSIBLE ACTION: APPROVAL OF CHANGE OF CONTROL OF TRI-MOTOR, LLC FROM ELIZABETH SEIBOLD TO SCOTT SEIBOLD.

H. PUBLIC HEARINGS

1. FOR DISCUSSION AND POSSIBLE ACTION: REVIEW AND DISCUSS CHANGES, IF ANY, TO THE TENTATIVE FY 2025-2026 BUDGET AND ADOPTION OF THE RESULTING FINAL BUDGET PURSUANT TO NRS 354.598

(5:38:11) – Chairperson Puliz introduced the item. Mr. Jenkins referenced the Staff Report and FY 2025-2026 Final Budget, both of which are incorporated into the record, noting that adjustments to the FY 2024 actuals were made to align with the audited financials, but there have been no changes to the FY 2025-2026 budget.

(5:40:17) – **MOTION: Vice Chair Norvell moved to approve the final FY 2025-2026 budget and authorize Staff to transmit it to the Nevada Tax Commission per NRS 354.598. Member Flint seconded the motion. The motion carried 4-0-0.**

RESULT:	APPROVED (4-0-0)
MOVER:	Norvell
SECONDER:	Flint
AYES:	Puliz, Norvell, Flint, Horton
NAYS:	None
ABSTENTIONS	None
ABSENT:	Rogers, Golden, Hutter

I. AIRPORT MANAGER'S REPORT

(5:40:42) – Chair Puliz introduced the item. Mr. Jenkins referenced the Airport Manager’s Report, which is incorporated into the record, and responded to clarifying questions.

J. LEGAL COUNSEL’S REPORT

None.

K. TREASURER’S REPORT

(5:47:53) – Chair Puliz introduced the item and Mr. Jenkins noted that the Treasurer’s Report was incorporated into the record.

L. REPORT FROM AUTHORITY MEMBERS

1. STATUS REVIEW OF PROJECTS

2. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS

3. CORRESPONDENCE TO THE AUTHORITY

4. STATUS REPORTS AND COMMENTS FROM THE MEMBERS OF THE AUTHORITY

(5:48:08) – Chair Puliz entertained Member reports and announcements; however, none were forthcoming.

M. PUBLIC COMMENT

(5:48:10) – Chair Puliz entertained public comments; however, none were forthcoming.

N. AGENDA ITEMS FOR NEXT REGULAR MEETING

(5:48:50) – Chair Puliz introduced the item and inquired about future agenda items. Vice Chair Novell noted the upcoming requirement for election to the Authority in July 2025. Mr. Jenkins confirmed that the matter was an action of the Authority rather than an appointment of new members, adding that it would be a regular agenda item.

O. ACTION ON ADJOURNMENT

(5:49:22) – MOTION: Chair Puliz adjourned the meeting at 5:49 p.m.

The Minutes of the May 21, 2025 Carson City Airport Authority meeting are so approved on this 18th day of June 2025.

CARSON CITY AIRPORT – CARSON CITY, NEVADA

June 2025

ENGINEER'S UPDATE

Aeronautical Survey for Nighttime Approach/Offset PAPI Construction:

- RWY 27 PAPI offset and inline commissioned May 29
- Night eval completed and REIL/MIRL commissioned June 4
- Pending FAA confirmation on restoration of RNAV GPS for nighttime use

Snow Removal Equipment Building:

- Precon scheduled for June 16
- Construction start scheduled for June 23

Engineer's Report



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

To: Carson City Airport Authority
From: Brian Martinezmoles **CC:** Mr. Corey Jenkins, Airport Manager
Date: June 16, 2025
Subject: Engineer's Report for Carson City Airport Authority Board Meeting

Please find below a status report of the projects and/or tasks Wood Rodgers is currently engaged in on behalf of the Carson City Airport.

1.0. RSA Drainage & Improvements Project

This project is approved and ready to begin design pending issuance of the FAA Grant Funding.

2.0. Main Apron Rehabilitation Project

This project is approved and ready to begin design pending issuance of the FAA Grant Funding.

3.0. 2025 Pavement Preservation

Design has begun on this project and is anticipated to include crack sealing, seal coat, and restriping of portions of Taxiway A, B, C, & D in addition to Taxiway E & F. A 90% project submittal package is anticipated to be submitted to the Airport Manager for review / coordination at the end of the month.

4.0. DBE Program

Wood Rodgers prepared a DBE program in accordance with FAA guidance. The draft program is currently under Airport Manager review.



CCAA BOARD MEMO

Agenda Item: H-1

BOARD MEMO 2025-11

Meeting Date: June 18, 2025

Agenda Title: FOR DISCUSSION AND POSSIBLE ACTION: Request for approval of change of ownership and control of KCXP Investments LLC, holder of the Jet Ranch lease, from Tom Gonzales to the Gonzales Charitable Remainder Unitrust Two dated January 12, 2018. (S. Tackes, C. Jenkins)

Staff Summary: Approval is requested for the change of ownership of, and thus control over, the tenant that holds the Jet Ranch lease, recorded September 2, 2005, as Document No. 342199. The Lease provides in Section 9 that any assignment of the lease requires Landlord's prior consent. While the tenant is still KCXP Investments, LLC, the ownership of that LLC is changing from Tom Gonzales to a charitable remainder trust which he created. The lease states that a transfer of corporate interests in excess of twenty-five percent (25%) is included within the term "assignment". No change to the lease is requested. Rather, this is a request for CCAA approval of the change of ownership and control, as well as a means to having accurate lease records. Staff recommends approval.

Agenda Action: Motion and approval

Time Requested: 10 Minutes

Proposed Motion

I move to approve the change in ownership and control of the tenant, and to update the Airport records.

CCAA'S Strategic Goal

Stability of leaseholds and support economic activity in the region.

Previous Action and Executive Summary

In 2005, the CCAA and KCXP Investments LLC entered into a lease agreement for a hangar project. Tom Gonzales was the owner of the LLC. The lease was approved by Carson City and recorded September 2, 2005 as Document No. 342199.

In 2008, the parties amended the lease to allow for assignment to a hangar owner association, and retained the restriction on transfer of ownership interest. The Amendment to Lease was approved by Carson City and recorded June 10, 2008 as Document No. 380170.

In 2023, the Airport Staff became aware of an Assignment of ownership of KCXP Investments LLC to a charitable remainder trust which Tom Gonzales had created.

This matter involves a change of the ownership of the tenant, not the more typical assignment of the lease from one entity to a different entity. No change is being proposed to change the tenant from KCXP Investments, LLC. Rather, Tom Gonzales had formed a charitable remainder trust as part of his estate planning and has assigned ownership of KCXP Investments LLC from himself to the Gonzales Charitable Remainder Unitrust Two dated January 12, 2018, an irrevocable trust. In doing so, he appointed a Trustee who Airport Staff communicated with in 2023 and requested that a change of control application be made to the CCAA. Shortly after, changes to the Trustee were underway, and a new Trustee was installed by a Florida court. Now that there is an active Trustee for the Trust, it is appropriate to approve the transfer of ownership and control.

The new Trustee is **Douglas F. Hoffman** based in Fort Lauderdale, Florida. His contact person in Carson City is ??????

Financial Information

Is there a fiscal impact?

X No Yes

If yes, account name/number & amount:

General Fund:

Is it currently budgeted?

Alternatives

Do not approve the change of ownership

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded)

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO. PRC220001968 DIVISION: 62J JUDGE: Gillespie, Kenneth (62J)

In Re: Trust of: Gonzales, Tom Joel

ORDER APPROVING STIPULATION, ACCEPTANCE OF RESIGNATION OF BRADLEY
J. BUSBIN AS TRUSTEE OF TRUSTS, AND APPOINTMENT OF DOUGLAS E. HOFFMAN
AS SUCCESSOR TRUSTEE OF TRUSTS

The Stipulation for Order on Busbin's Notice/Resignation as Trustee and Motion for Approval of Resignation and Discharge and for Appointment of Successor Trustee (the "Stipulation") as to BRADLEY J. BUSBIN's Motion for Approval of Resignation and Discharge and for Appointment of Successor Trustee (the "Motion") has come before the Court and the Court being fully advised in the premises, it is

ORDERED as follows:

1. The Stipulation is approved and its terms adopted as an Order of the Court.
2. BRADLEY J. BUSBIN's resignation as Trustee of the Trusts is accepted.
3. BRADLEY J. BUSBIN's discharge as Trustee of the Trusts is deferred pending receipt, acceptance and/or adjudication of his Final Accounting as Trustee of the Trusts.
4. DOUGLAS F. HOFFMAN, ESQ. is hereby appointed as the Successor Trustee of the Trusts and he shall forthwith execute and serve his acceptance upon the qualified beneficiaries of the Trusts.
5. Pursuant to the Stipulation, BRADLEY J. BUSBIN shall transfer the assets of the Trusts DOUGLAS F. HOFFMAN, ESQ., as Successor Trustee of the Trust, except for the \$1,000,000 reserve as set forth in the Stipulation.

Pursuant to Rule 2.516(h)(1), the Court hereby orders counsel to furnish copies of this Order/Judgment to any party who does not have an email address shown on this document.

DONE AND ORDERED in Chambers at Broward County, Florida on 5th day of August, 2024.

PRC220001968 08-05-2024 11:53 AM

Kenneth L. Gillespie

PRC220001968 08-05-2024 11:53 AM

Hon. Kenneth Gillespie

CIRCUIT COURT JUDGE

Electronically Signed by Kenneth Gillespie

Copies Furnished To:

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CCAA BOARD MEMO

Agenda Item: H-2

BOARD MEMO 2025-12

Meeting Date: June 18, 2025

Agenda Title: FOR DISCUSSION AND POSSIBLE ACTION: Approval of Change Order 1 to the contract with Houston Smith Construction, Inc. For AIP 44, Snow Removal Equipment Building (“SRE Building”) Construction, in an amount not to exceed \$47,475.

Staff Summary: On September 20, 2023, the CCAA approved the award and execution of the construction contract for the SRE Building under AIP 44 to Houston Smith Construction, Inc. in the amount of \$1,548,781.57. Following site coordination and design finalization, a change order is now proposed in the amount of \$47,475.00 to account for necessary additions and cost increases. The estimated cost of the additional pavement was included in the FY 25/26 budget under the pavement maintenance budget item. The estimate was high, and this increase will be covered entirely by this budget item. Approval of this item will also be approval to use the pavement maintenance budget to cover the cost.

Agenda Action: Motion and approval

Time Requested: 15 Minutes

Proposed Motion

I move to approve Change Order 1 to the contract with Houston Smith Construction Inc. for AIP 44 SRE Building in an amount not to exceed \$47,475 and to use the Pavement Maintenance Budget for the additional expenses.

CCAA’S Strategic Goal

Maintain infrastructure in top condition and provide for the safety and security of airport users

Previous Action and Executive Summary

September 20, 2023 (Item G-2) – The CCAA awarded and executed the FAA contract for AIP 44 to the responsive apparent low bidder, Houston Smith Construction, Inc.

This change order includes the addition of an asphalt access road (\$20,650.00), increased costs for the metal building (\$14,710.00), adjustments for required stairs and handrails (\$4,145.00), and overhead sectional doors (\$7,970.00). All items have been reviewed and negotiated to ensure the lowest possible costs while maintaining project quality and functionality.

Approval of this change order will bring the new contract total to \$1,596,256.57 and it is necessary to ensure complete and functional delivery of the SRE facility.

Financial Information

Is there a fiscal impact?

No X Yes

If yes, account name/number & amount: Pavement Maintenance \$47,475

General Fund:

Is it currently budgeted?

Additional funds were included in the Pavement Maintenance budget for additional expenses as a part of this project. The additional cost is within the additional funds for this project that was already planned for.

Alternatives

Do not approve the Change order which will put the project at risk of losing funding

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded)

CONTRACT CHANGE ORDER NO. 1**AIRPORT:** Carson City Airport**DATE:** June 9, 2025**LOCATION:** Carson City, Nevada**AIP NO.:** 3-32-0004-044-2023**CONTRACTOR:** Houston Smith Construction, Inc.

You are requested to perform the following described Work upon receipt of an approved copy of this document or as directed by the Engineer:

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	AMOUNT
1	Base and Pave Access Road with 3" Asphalt ¹	LS	\$20,650.00	1	\$20,650.00
2	Metal Building cost increases ²	LS	\$14,710.00	1	\$14,710.00
3	Stairs & handrails cost increases ³	LS	\$4,145.00	1	\$4,145.00
4	Overhead sectional doors ⁴	LS	\$7,970.00	1	\$7,970.00
This Change Order Total			\$47,475.00		
Previous Change Order(s) Total			\$--		
Original Contract Price			\$1,548,781.57		
Revised Contract Total			\$1,596,256.57		

¹Per Ace Grading and Paving estimate dated April 29, 2025.

²Per Impact Building Systems, Inc. Change orders 1 & 2 dated May 12, 2025.

³Per Nucor Tubular Products letters dated Winter/Spring 2025.

⁴Per Frontier Building Products quote dated May 21, 2025.

The time provided for completion of Item No. 1 is maximum five (5) days, separate from the original Contract days total. Items No. 2, 3 and 4 shall not affect the Contract days total. This document shall become an Amendment to the Contract (Agreement Article 36) and all provisions of the Contract will apply. This change order amount and details will not be included or associated with the AIP 044 grant funding. Referenced documents are included in the following page(s).

Recommended by: Lochner
Engineer

June 9, 2025
Date

Approved by: _____
Owner

Date

Accepted by: _____
Contractor

Date



Website: www.acegradingandpaving.com

Dave: 775.742.6521, dave@agpreno.com

Mike: 775.237.9316, mike@agpreno.com

Estimate

DATE: April 29, 2025
TO: Houston Smith Construction
ATTN: Xaiver Couch
EMAIL: xaiver@houstonsmithinc.com
PHONE: 702-824-7196
FROM: Mike Protani
RE: Carson City SRE Shed – Additional Asphalt Work

The Client requested additional road work on the entrance way to the new SRE Shed. This request is to re-work the base and pave the access road.

Item #	Task	Contract Value	Revised Value	CR Value
ADD	Base and Pave Access Road with 3" Asphalt	\$0.00	\$20,650.00	\$20,650.00

Please acknowledge acceptance by completing the information below, and e-mailing it back to me at mike@agpreno.com.

Accepted by: _____

Print Name: _____

Date: _____

IMPACT BUILDING SYSTEMS, INC.

9460 CORPORATE DR.

SELMA, TX 78154

888-442-4140 (OFC) 210-888-1184 (FAX)

CHANGE ORDER # 1
JOB # 24LN0104
RE: APPROVAL

May 12, 2025

STEVE ROGERS
STEVE'S SPECIALTY WELDING
7505 HILLVIEW DR
RENO, NV 89506

CHANGE ORDER TO CHANGE CONTRACT AS FOLLOWS:

PRICE INCREASE: MBCI preferred panels.	\$ 14,710.00
PRICE INCREASE: Metal Sales: AP1-1653 Panel increase	\$ 5,000.00

TOTAL CHANGE BEFORE TAX	\$ 19,710.00
SALES TAX @ 0.00%	-
TOTAL CHANGE ORDER	\$ 19,710.00

THEREFORE THE CONTRACT PRICE IS RE-ESTABLISHED AS FOLLOWS: PRIMARY CONTRACT PRICE	\$ 161,400.00
PRIOR CHANGE ORDERS	0.00
THIS CHANGE ORDER	\$ 19,710.00
NEW REVISED CONTRACT PRICE	\$ 176,110.00
DRAWING & ENGINEERING DEPOSIT RECEIVED	\$ 31,300.00

TOTAL FOR METAL SALES AP1-1653 PANEL	\$ 144,810.00
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Discount for Using Preferred MBCI Panels	(\$5,000.00)
---	---------------------

BALANCE TO BE C.O.O. BY CASHIER'S CHECK	\$139,810.00
--	---------------------

****THIS PRICE REPRESENTS MBCI MASTERLINE PANEL****

THIS AUTHORIZED CHANGE AND ALL WORK AFFECTED HEREBY, IS SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS. ALL OTHER TERMS & CONDITIONS EXCEPT THOSE NOTED ABOVE REMAIN THE SAME.

WE CAN NOT PROCEED WITH THE CHANGES LISTED ABOVE UNTIL WE HAVE RECEIVED A SIGNED CHANGE ORDER. IF YOU WISH TO MAKE THIS CHANGE, IT IS IMPERATIVE THAT WE RECEIVE THIS IMMEDIATELY.

THANK YOU,

AUDREA SCHUMANN
IMPACT BUILDING SYSTEMS, INC.

X

(Customer signature)

IMPACT BUILDING SYSTEMS, INC.

9460 CORPORATE DR.

SELMA, TX 78154

888-442-4140 (OFC) 210-888-1184 (FAX)

CHANGE ORDER # 2
JOB # 24LN0104
RE: APPROVAL

May 12, 2025

STEVE ROGERS
STEVE'S SPECIALTY WELDING
N
RENO, NV 89506

CHANGE ORDER TO CHANGE CONTRACT AS FOLLOWS:

APRIL INCREASE

For reference only, is not included in Change Order 1

TOTAL CHANGE BEFORE TAX	\$ 12,944.80
SALES TAX @ 0.00% CUSTOMER TO SUPPLY TAX EXEMPT/RESALE	-
TOTAL CHANGE ORDER	\$ 12,944.80

THEREFORE THE CONTRACT PRICE IS RE-ESTABLISHED AS FOLLOWS:

PRIMARY CONTRACT PRICE	\$ 156,400.00
PRIOR CHANGE ORDERS	19,710.00
THIS CHANGE ORDER	12,944.80
NEW REVISED CONTRACT PRICE	\$ 189,054.80
DRAWING & ENGINEERING DEPOSIT RECEIVED	31,300.00

BALANCE TO BE C.O.D. BY CASHIER'S CHECK \$ 157,754.80

THIS AUTHORIZED CHANGE AND ALL WORK AFFECTED HEREBY, IS SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS. ALL OTHER TERMS & CONDITIONS EXCEPT THOSE NOTED ABOVE REMAIN THE SAME.

PLEASE ACKNOWLEDGE BELOW WITH YOUR SIGNATURE AND RETURN TO IMPACT BUILDING SYSTEMS. YOU MAY FAX A SIGNED COPY TO (210) 888-1184. KEEP ONE COPY FOR YOUR FILES.

WE CAN NOT PROCEED WITH THE CHANGES LISTED ABOVE UNTIL WE HAVE RECEIVED A SIGNED CHANGE ORDER. IF YOU WISH TO MAKE THIS CHANGE, IT IS IMPERATIVE THAT WE RECEIVE THIS IMMEDIATELY.

THANK YOU,

AUDREA SCHUMANN
IMPACT BUILDING SYSTEMS, INC.

X _____
(Customer signature)

Recent Price Increases

Date	HSS Tubing		Plate		Beam		Merchant Bar	
4/11/2025					\$25/Ton	\$1.25/cwt		
3/28/2028			\$40/Ton	\$2.00/cwt				
3/19/2025	\$150/Ton	\$7.50/cwt						
3/14/2025					\$35/Ton	\$1.75/cwt	\$40/Ton	\$2.00/cwt
2/26/2025	\$150/Ton	\$7.50/cwt						
2/24/2025			\$160/Ton	\$8.00/cwt				
2/17/2025	\$100/Ton	\$5.00/cwt					\$60/Ton	\$3.00/cwt
2/4/2025			\$40/Ton	\$2.00/cwt				
2/3/2025	\$60/Ton	\$3.00/cwt						
1/27/2025			\$60/Ton	\$3.00/cwt				
1/14/2025	\$40/Ton	\$2.00/cwt						
Total	\$500/Ton	\$25.00/cwt	\$300/Ton	\$15.00/cwt	\$60/Ton	\$3.00/cwt	\$100/Ton	\$5.00/cwt



Nucor-Yamato Steel Company
5929 E. State Hwy 18
Blytheville, AR 72315
870.762.5500

April 11, 2025

Dear Valued Customers:

Effective with new orders received on Monday, April 14th, 2025, we are increasing our published price on wide flange beams, standard beams, MC's, and piling products by \$25/ton or \$1.25/CWT.

All confirmed orders as of the close of business on April 11th, 2025, will be price protected if shipped before May 3rd, 2025.

As always, we will monitor the marketplace and respond accordingly to changes so we ensure our customers have a competitively priced product.

If you have any questions, please contact your District Sales Manager or the mill direct at (800) 289-6977.

Nucor-Yamato Steel thanks you for your business and appreciates your continued support.

Sincerely,

Matt Olson
Sales Manager
Nucor-Yamato Steel Co.



March 14th, 2025

To our Valued Customers,

Effective with new orders received after the close of business on March 14th, 2025, the Nucor Bar Group will increase prices by \$40 per ton (\$2.00/cwt) on most merchant and structural products.

All confirmed orders as of the close of business on March 14th, 2025, will be price-protected if shipped by March 28th, 2025.

We reserve the right to review and re-quote any offers that are not confirmed with either a Nucor sales acknowledgement or written acceptance by both parties.

Please get in touch with your District Sales Manager for any questions regarding pricing and availability.

Thank you for the opportunity to earn your business.

Sincerely,

Sales Managers
Nucor Bar Mill Group

NUCOR®

PLATE MILL GROUP

March 28, 2025 Nucor Plate Group Published Price

Hello Adam,

Effective with new orders received as of March 28, 2025, the Nucor Plate Group will be increasing all plate products (Carbon, Normalized, Quench & Tempered) \$40/t.

Please reference the attached Published Price List for further details.

All published adders/extras will be applied per the attached extras document. Please contact your Nucor Plate Group District Sales Manager about any items not listed above.

If you have any questions about this pricing structure or the freight matrix, please contact your district sales manager or inside sales representative.

Additionally, we are now accepting orders for May 2025 Production.

We reserve the right to review and re-quote any offers that are not confirmed with either a Nucor sales acknowledgment or written acceptance by both parties. As always, we are grateful for your continued support of the Nucor team.

Sincerely,

Carlos Esparza
Midwest Region Sales Manager

Rob Becker
Southern Region Sales Manager

NUCOR[®]

TUBULAR PRODUCTS

PRICE ANNOUNCEMENT

March 19, 2025

To Our Valued Customers:

Please be advised that effective immediately, Nucor Tubular Products will increase pricing on all new orders for HSS, mechanical, and piling products by **US \$150.00/ton**. This increase is a result of rising raw material costs and strong demand.

All orders currently on our books will be price protected for shipment through April 15, 2025. Any offers that are not confirmed with a Nucor sales acknowledgement or written acceptance by both parties will be subject to review and re-quote.

We at Nucor Tubular Products value your relationship and look forward to serving your needs in the future. Please feel free to contact your NTP Sales Representative if you have any questions. We appreciate your business and your continued support.

Sincerely,

Doug Rife, Group Structural Sales Manager
Alex Ostoich, Regional Sales Manager-NTP North
Jason Hollis, Regional Sales Manager-NTP South

Frontier Building Products Pacific, Inc.
PO Box 1012
Cedar City, UT 84721
(510) 935-0086
CA Lic. 1058493

Remit Payment To:
2950 Alvarado St., Suite A
San Leandro, CA 94577

PROPOSAL

530046

Customer Info

Job Info

Houston Smith Construction, Inc.
6119 Ridgeview Ct ste 500
Reno, NV 89519-6342

Carson City airport removal
Re: Storage Building

Attn: **Xavier Couch**

Date	Proposal No	Submitted By	Reference	
5/21/2025	530046	Chris Smith	doors and operators	
Description			Amounts	
2- 18-2 x 14-0 Amarr Model 2042. Commercial steel back doors. (1) Full view section. White color. 3" Reverse angle track Highlifted 84". Full perimeter weather-seal.			INCLUDED	
2- 16-2 x 14-0 Amarr Model 2042. Commercial steel back doors. (1) Full view section. White color. 3" Reverse angle track Highlifted 84". Full perimeter weather-seal			INCLUDED	
3- 20' Lift Master JHDC1BMC. Maxum operators. 110v 1phase. Emergency chain hoist. Photo eyes standard.			INCLUDED	
Prevailing wage 2025.			INCLUDED	
Total			\$73,149.00	
Date	Payment Terms	Acceptance Terms	Valid Thru	Total Amount
5/21/2025	COD	30 Days	6/20/2025	\$73,149.00
Submitted By		Phone No	Email	
Chris Smith , Nevada OHD General Manager			chris@nevadaoverhead.com	
Signature				

ACCEPTED BY

PRINT NAME

EMAIL ADDRESS

DATE

Proposal terms

Nevada Overhead Door Company

1335 Greg St. #107 - Sparks, NV 89431

Phone: 775-355-9100 Fax: 775-355-9183

Email Address: Chris@nevadaoverhead.com

NV License #0015966 CA License #695039

DIR #1000052694 DUNS #092497452

A Veteran Owned Small Business

DATE: April 18, 2023

CUSTOMER FAX #:

Terms: Net 30 Days

Customer: Houston Smith		Project Name: Carson City Airport Removal Storage Building Carson City, NV	
Attn:			
Phone:			
Item No.	Qty	Size	Description:
<u>1</u>	<u>2</u>	<u>18-0 X 14-0</u>	C.H.I. Model 3221 Insulated Vinyl Back with one section of full view windows, 20ga steel exterior, R-Value 8.0, Double end stiles, Highlifted 84", strut on every section, Solid Shaft, spring bumpers, Reverse Angle Track, weather-seal – white color
<u>2</u>	<u>1</u>	<u>16-0 X 14-0</u>	C.H.I. Model 3221 Insulated Vinyl Back with one section of full view windows, 20ga steel exterior, R-Value 8.0, Double End Stiles, Highlifted 84", strut on every section, Solid Shaft, spring bumpers, Reverse Angel Track, weather-seal – white color
<u>3</u>	<u>3</u>	<u>14'</u>	LiftMaster Model H751L5 Heavy Duty Hoist Operator, ¾ hp 110v 1phase, Built-in Receiver, Photo Eyes Standard
			Per spec for 16ga exterior, CHI can only provide 20ga exterior

TOTAL: \$49,829.00

TERMS AND CONDITIONS:

PRICE: Proposal includes all material costs, labor and freight for complete installation per scope of work. Price is based on Prevailing wage labor at normal working hours. Applicable sales and/or use taxes are included in the proposal. **Price expires (30) days from date of proposal.**

DELIVERY/COMPLETION DATE: Order release includes (1) Acceptance of this proposal or mutually acceptable contract*, (2) Approved shop drawings, (3) Field/opening verified.

CLARIFICATIONS: This proposal does not include wire and wiring, mounting of push button stations, conduit, electrical connections, or field paint. The preparation of jambs is to be done by others.

Please sign and return via fax to constitute your acceptance of this proposal.

Acceptance Date: _____

Company Name: _____

Authorized Signature: _____

Title: _____

Chris Smith

President

NEVADA OVERHEAD DOOR CO.

Nevada Overhead Door Company

1335 Greg St. #107 - Sparks, NV 89431

Phone: 775-355-9100 Fax: 775-355-9183

Email Address: Chris@nevadaoverhead.com

NV License #0015966 CA License #695039

DIR #1000052694 DUNS #092497452

A Veteran Owned Small Business

DATE: April 18, 2023

CUSTOMER FAX #:

Terms: Net 30 Days

Customer: Houston Smith		Project Name: Carson City Airport Removal Storage Building Carson City, NV	
Attn: Phone:		Optional 4 th Door with no motor	
Item No.	Qty	Size	Description:
<u>1</u>	<u>1</u>	<u>16-0 X 14-0</u> <u>Option</u>	C.H.I. Model 3221 Insulated Vinyl Back with one section of full view windows, 20ga steel exterior, R-Value 8.0, Double end stiles, Highlifted 84", strut on every section, Solid Shaft, spring bumpers, Reverse Angle Track, weather-seal – white color
			Per spec for 16ga exterior, CHI can only provide 20ga exterior

TOTAL: \$15,350.00

TERMS AND CONDITIONS:

PRICE: Proposal includes all material costs, labor and freight for complete installation per scope of work. Price is based on Prevailing wage labor at normal working hours. Applicable sales and/or use taxes are included in the proposal. **Price expires (30) days from date of proposal.**

DELIVERY/COMPLETION DATE: Order release includes (1) Acceptance of this proposal or mutually acceptable contract*, (2) Approved shop drawings, (3) Field/opening verified.

CLARIFICATIONS: This proposal does not include wire and wiring, mounting of push button stations, conduit, electrical connections, or field paint. The preparation of jambs is to be done by others.

Please sign and return via fax to constitute your acceptance of this proposal.

Acceptance Date: _____

Company Name: _____

Authorized Signature: _____

Title: _____

Chris Smith

President

NEVADA OVERHEAD DOOR CO.

AGREEMENT

This Agreement is made and entered into this 4th day of October, 2023 by and between the Carson City Airport Authority, (hereinafter "Sponsor"), a body corporate and politic and constituting a political subdivision of the State of Nevada, and Houston Smith Construction, Inc. (hereinafter "Contractor").

WITNESSETH

WHEREAS, Sponsor received sealed proposals for the provision and furnishing of any and all labor, tools, supplies, equipment, and/or materials necessary and required for the construct of the Snow Removal Equipment (SRE) Storage Building, and which more fully defined and identified in AIP No. 3-32-0004-044-2023, or ACI No. 216735 (hereinafter "Project"); and

WHEREAS, Contractor submitted a sealed proposal to Sponsor for the Project; and

WHEREAS, the Project has been awarded to Contractor; and

WHEREAS, Contractor is willing and able to perform all of the work that is necessary and required to complete the Project; and

THEREFORE, for and in consideration of the fees, covenants, and agreements contained herein, and for other good and valuable consideration, it is agreed and understood between Sponsor and Contractor:

ARTICLE 1

ACCESS TO RECORDS AND REPORTS

(2 CFR § 200.334, 2 CFR § 200.337, and FAA Order 5100.38)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, 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, excerpt 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.

ARTICLE 2

AFFIRMATIVE ACTION REQUIREMENT

(41 CFR Part 60-4 and Executive Order 11246)

- A. 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.
- B. 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 9.2%.

Goals for Female participation for each trade 6.9%

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

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

- C. 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.
- D. As used in this notice and in the Contract resulting from this solicitation, the "covered area" is in Carson City, Carson City County, Nevada.

ARTICLE 3
BREACH OF CONTRACT TERMS
(2 CFR § 200 Appendix II(A))

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

Sponsor will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Sponsor elects to terminate the contract. The Sponsor's notice will identify a specific date by which the

Contractor must correct the breach. Sponsor may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Sponsor'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.

ARTICLE 4
BUY AMERICAN PREFERENCE
(Title 49 USC § 50101, Executive Order 14005, Ensuring the Future is Made in All
of America by All of America's Workers, Bipartisan Infrastructure Law
(Pub. L. No. 117-58), Build America, Buy America (BABA))

SEE INSTRUCTIONS TO BIDDERS - SECTION 22 AND PROPOSAL FOR SOLICITATION COMPLIANCE.

Certification of Compliance with Buy American Preference Statement

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.

ARTICLE 5
CIVIL RIGHTS-GENERAL
(49 USC § 47123)

5.1 General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements. 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.

5.2 Specific Clause that is used for General Contract Agreements. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

5.3 Specific Clause that is used for Lease Agreements or Transfer Agreements. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

ARTICLE 6
CIVIL RIGHTS - TITLE VI ASSURANCES
(49 USC § 47123 and FAA Order 1400.11)

****NOTE: SEE INSTRUCTIONS TO BIDDERS - SECTION 23 FOR SOLICITATION COMPLIANCE.****

6.1 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).

6.2 Nondiscrimination Requirements/Title VI Clauses for Compliance.

The Sponsor must include this contract clause in:

- 1)** Every contract or agreement (unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and
- 2)** Service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements.
- 3)** Other types of contracts with utility companies involving property covered by A6.4.2, A6.4.3, or A6.4.4.

Compliance with Nondiscrimination Requirements:

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

- 1) **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

6.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

This applies to agreements such as leases where a physical portion of the airport is transferred for use—for example a fuel farm, apron space, or a parking facility—and will be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for all transfers of real property acquired or improved under the Airport Improvement Program.

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances:

- A.** The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1.** In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B.** With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Sponsor will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C.** With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Sponsor will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the Sponsor) and its assigns*.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

ARTICLE 7 CLEAN AIR AND WATER POLLUTION CONTROL (2 CFR Part 200, Appendix II(G), 42 USC § 7401, et seq, 33 USC § 1251, et seq)

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.

ARTICLE 8

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS (2 CFR Part 200, Appendix II(E), 2 CFR § 5.5(b), 40 USC § 3702, 40 USC § 3704)

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

8.1 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.

8.2 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.

8.3 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.

8.4 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.

ARTICLE 9
COPELAND "ANTI-KICKBACK" ACT
(2 CFR § 200, Appendix II (D) and 29 CFR parts 3 and 5)

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 Sponsor, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Sponsor must report any violations of the Act to the Federal Aviation Administration.

ARTICLE 10
DAVIS BACON REQUIREMENTS
(2 CFR Part 200, Appendix II(D), 29 CFR Part 5, 49 USC § 47112(b),
40 USC §§ 3141-3144, 3146, and 3147)

10.1 MINIMUM WAGES.

- a. 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.

- b.
 - i. 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:

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

10.2 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.

10.3 Payrolls and Basic Records.

- a. 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.
- b.
 - i. 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 <http://www.dol.gov/esa/whd/forms/wh347instr.htm> 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).

- ii. 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:
 - (a) 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;
 - (b) 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;
 - (c) 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.
 - (d) 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.
 - (e) 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.

10.4 Apprentices and Trainees.

- a. 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.
- b. 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.

- c. **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.

10.5 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.

10.6 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.

10.7 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.

10.8 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.

10.9 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.

10.10 Certification of Eligibility.

- a. 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).
- b. 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).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

ARTICLE 11
DEBARMENT AND SUSPENSION
(2 CFR Part 180 (Subpart B), 2 CFR Part 200, Appendix II(H), 2 CFR Part 1200,
DOT Order 4200.5, Executive Orders 12549 and 12689)

***NOTE: SEE PROPOSAL FOR SOLICITATION COMPLIANCE. ***

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

ARTICLE 12
DISADVANTAGED BUSINESS ENTERPRISE
(49 CFR part 26)

Prime Contracts (Projects Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13) - The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (a) Withholding monthly progress payments;
- (b) Assessing sanctions;

(c) Liquidated damages; and/or

(d) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f)) – The prime contractor must not terminate a DBE subcontractor listed in response to the Instructions for Bidders, Section 20 (or an approved substitute DBE firm) without prior written consent of Sponsor. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

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

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

Before transmitting to Sponsor its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Sponsor, of its intent to request to terminate and/or substitute, and the reason for the request.

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

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

ARTICLE 13
DISTRACTED DRIVING
(Executive Order 13513 and DOT Order 3902.10)

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.

ARTICLE 14
PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND
VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
(2 CFR § 200, Appendix II(K), 2 CFR § 200.216)

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)).

ARTICLE 15
DRUG FREE WORKPLACE REQUIREMENTS
(49 CFR part 32 and Drug-Free Workplace Act of 1988 (41 USC § 8101-8106, as amended))

NOT APPLICABLE

ARTICLE 16
EQUAL EMPLOYMENT OPPORTUNITY (EEO)
(2 CFR 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246)

16.1 EQUAL OPPORTUNITY CLAUSE

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

- a. 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.

- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.

16.2 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

16.2.1 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:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

16.2.2 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.

16.2.3 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.

16.2.4 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.

16.2.5 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.

16.2.6 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.

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

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred

back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

16.2.8 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.

16.2.9 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).

16.2.10 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.

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

16.2.12 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.

16.2.13 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.

16.2.14 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.

16.2.15 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).

ARTICLE 17
FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
(29 USC § 201, et seq, 2 CFR § 200.430)

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

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

ARTICLE 18
LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
(31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(I),
and 49 CFR part 20, Appendix A)

CERTIFICATION REGARDING LOBBYING

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

18.1.1 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.

18.1.2 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.

18.1.3 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.

ARTICLE 19
PROHIBITION OF SEGREGATED FACILITIES
(2 CFR Part 200, Appendix II(C), 41 CFR Part 60-1)

19.1 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.

19.2 "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, 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.

- 19.3** The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

ARTICLE 20
OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970
(29 CFR part 1910)

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 (20 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.

ARTICLE 21
PROCUREMENT OF RECOVERED MATERIALS
(2 CFR § 200.323, 2 CFR Part 200, Appendix II(J), 40 CFR Part 247,
42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA)))

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 of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- (a)** The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- (b)** 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.

ARTICLE 22
RIGHTS TO INVENTIONS
(2 CFR § 200, Appendix II(F), 37 CFR § 401)

NOT APPLICABLE

ARTICLE 23
SEISMIC SAFETY
(49 CFR Part 41)

- 23.1 Professional Service Agreements for Design.** In the performance of design services, the Contractor agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Contractor agrees to furnish the Sponsor a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.
- 23.2 Construction Contracts.** 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.

ARTICLE 24
TAX DELINQUENCY AND FELONY CONVICTIONS
(Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts. DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions)

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

- (a) 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.

- (b) 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 Sponsor about its tax liability or conviction to the Sponsor, 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 U.S.C. § 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.

ARTICLE 25

TERMINATION OF CONTRACT

(2 CFR Part 200, Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09)

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Sponsor 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 Sponsor. Upon receipt of a written notice of termination, except as explicitly directed by the Sponsor, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

- (a) Contractor must immediately discontinue work as specified in the written notice.
- (b) Terminate all subcontracts to the extent they relate to the work terminated under the notice.
- (c) Discontinue orders for materials and services except as directed by the written notice.
- (d) Deliver to the Sponsor 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.
- (e) Complete performance of the work not terminated by the notice.

- (f) Take action as directed by the Sponsor to protect and preserve property and work related to this contract that Sponsor will take possession.

Sponsor agrees to pay Contractor for:

- (a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- (b) 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;
- (c) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- (d) reasonable and substantiated expenses to the Contractor directly attributable to Sponsor's termination action.

Sponsor will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Sponsor'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 DEFAULT (CONSTRUCTION)

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

TERMINATION FOR DEFAULT (EQUIPMENT)

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

- (a) Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
- (b) Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
- (c) Fails to make delivery of the equipment within the time specified in the Contract, including any Sponsor approved extensions;
- (d) Fails to comply with material provisions of the Contract;
- (e) Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
- (f) Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Sponsor will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Sponsor'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 Sponsor, the Sponsor has authority to acquire equipment by other procurement action. The Contractor will be liable to the Sponsor for any excess costs the Sponsor incurs for acquiring such similar equipment.

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

Sponsor 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 Sponsor, acts of another Contractor in the performance of a contract with the Sponsor, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Sponsor 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 Sponsor issued the termination for the convenience the Sponsor.

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

ARTICLE 26
TRADE RESTRICTION CLAUSE
(49 USC § 50104, 49 CFR part 30)

*****NOTE: SEE PROPOSAL FOR SOLICITATION COMPLIANCE. *****

TRADE RESTRICTION CERTIFICATION

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

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

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:

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

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.

ARTICLE 27
VETERAN'S PREFERENCE
(49 USC § 47112(c))

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.

ARTICLE 28
DOMESTIC PREFERENCES FOR PROCUREMENTS
(2 CFR § 200.322, 2 CFR Part 200, Appendix II(L))

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.

ARTICLE 29
CONTRACT DOCUMENTS

The Contract Documents consist of the following:

Invitation for Bids	Instructions to Bidders	Change Orders
Notice of Award	Agreement	Applications for Payment
Performance Bond	EEO Requirements in Subcontracts	Addenda
Proposal	Payment Bond	Wage Rates
Notice to Proceed	Certification of Inclusion of Labor	General Provisions
Technical Specifications	Special Provisions	Construction Safety and Phasing Plan
Plans and Drawings	Construction Management Plan	

These Contract Documents are incorporated herein and are a part of this Agreement.

ARTICLE 30
SCOPE OF WORK

Contractor is to complete the Project in accordance with the Contract Documents and in accordance with all codes and regulations governing the construction of the Project. Any work, materials, or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result shall be supplied by Contractor whether or not specifically called for. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of opening of bids and Contractor shall comply therewith. Sponsor shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

ARTICLE 31
CONTRACT TIME

Contractor agrees to undertake the performance of the Project on the date stated in the Notice to Proceed as issued by the Sponsor and agrees to fully complete the Project within one hundred twenty (120) calendar days for the Base Bid, Bid Alternatives 1 and 2, unless an extension of time is granted by Sponsor in accordance with the provisions of Section 80, Paragraph 7, of the General Provisions.

ARTICLE 32

DAMAGES

- 32.1** It is acknowledged that Contractor's failure to complete the Project within the Contract Time will cause Sponsor to incur substantial economic damages and losses of the types and in the amounts which are significantly difficult to compute and ascertain with any certainty as a basis for the recovery by Sponsor of actual damages, and that liquidated damages represent a fair, reasonable, and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, Contractor agrees that liquidated damages may be assessed and recovered by Sponsor as against Contractor and its Surety in the event of delayed completion and without Sponsor being required to present any evidence of the amount or character of actual damages sustained by reason thereof. Contractor shall be liable to Sponsor for payment of liquidated damages in the amount of One Thousand Seven Hundred Fifty and No/100ths Dollars (\$1,750) for each day that the Project is delayed beyond the Contract Time as adjusted for any time extension that may be provided for by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Sponsor without limiting Sponsor's right to terminate this Agreement for default as provided elsewhere herein. Additionally, Sponsor may hold all or part of any liquidated damages from payments that may be due to Contractor for the Project. The acceptance by Sponsor of such liquidated damages does not constitute a waiver by Sponsor of any other remedy available at law or in equity, and Sponsor expressly reserves its right to pursue any available remedy.
- 32.2** If Contractor fails to comply with any covenants or conditions of this Agreement, Sponsor may take such actions as Sponsor deems necessary to complete the Project using persons and entities selected by Sponsor. If Sponsor's costs of completing the Project exceed any unpaid amounts to Contractor for the Project, upon demand, Contractor shall reimburse Sponsor the difference between the actual cost of completion and the unpaid balance of any amounts that remain to be paid for the Project. Sponsor's rights and remedies under this section are not exclusive and are cumulative with any other rights and remedies Sponsor may have under this Agreement or applicable law. Notwithstanding the foregoing, Sponsor shall have all available rights and remedies pursuant to Nevada's statutes related to the Construction Defect Action Reform Act as well as any and all other applicable federal, state, or local statutes, laws, rules, and/or regulations.

ARTICLE 33

TERMS OF PAYMENT

- 33.1** Sponsor agrees to pay Contractor in accordance with the price or prices set forth in Contractor's Proposal, for the total cost of the Project, or the "Contract Price," will be One Million Five Hundred Forty Eight Thousand Seven Hundred Eighty One Dollars and 00/100 (\$1,548,781.57). Partial payments will be made for work completed on the Project during the previous month, as well as for materials (invoice cost only) delivered to the site of the Project and which are properly and suitably stored.
- 33.2** Application for partial payments for stored materials must be accompanied by certified invoices showing all pertinent data that may be required by Armstrong Consultants, Inc. ("Engineer"), to verify the accuracy of the invoices and their relation to the stored materials. Failure to provide certified invoices will disqualify the materials in question from consideration for partial payment. Partial payments for work completed on the Project during the previous month will be made

based on the Contractor's Application for Payment and any Recommendation of Payment made by Engineer. Sponsor will retain, from any partial payments, five percent (5%) of the total amount due to Contractor based on the Contractor's Application for Payment and any Recommendation of Payment made by Engineer. However, nothing herein shall be construed as relieving Contractor and his, her, or its Sureties on the Contractor's Bond from any claim or claims for work or labor done, or materials or supplies furnished, as part of this Agreement and the completion of the Project.

33.3 It is the intent of Sponsor to make any partial payments in the following manner:

33.3.1 The Contractor shall submit to Engineer his Application for Payment no later than the next to last Friday of the month.

33.3.2 Engineer will, within 7 days after receipt, submit the Application for Payment to Sponsor for payment along with its Recommendation of Payment, noting any changes. The Sponsor will then make payment to Contractor when funds are received from the FAA and are available to Sponsor for payment to Contractor.

ARTICLE 34 BONDS & INSURANCE

34.1 At the time of the execution of this Agreement, Contractor shall provide the bonds that are required by the Contract Documents. The Performance Bond will be in an amount not less than one hundred percent (100%) of the Contract Price and shall provide for the completion of the Project in accordance with the Contract Documents, without additional cost to Sponsor. The obligation period of the Performance Bond will provide for the correction or replacement of any portion of the Project that is considered by Sponsor and/or Engineer to be defective in materials and workmanship for a period of one year following final acceptance of the Project, and it shall fully cover any and all of the costs of removal, correction, reconstruction, and any and all other related expenses in repairing or correcting the defective portions of the Project, without additional cost to Sponsor. The Payment Bond will be in an amount not less than one hundred percent (100%) of the Contract Price and it shall provide for the payment of all Project costs in accordance with the Contract Documents, without additional cost to Sponsor.

34.2 Contractor shall obtain, before beginning the Project, and maintain in full force at all times relevant to this Agreement, as well as assure that all persons or entities working on the Project obtain and maintain in full force at all times, insurance for the protection of claims under workers' compensation laws. Prior to commencing work on the Project, Contractor, at Sponsor's request, shall provide Sponsor with a certification of the maintenance of workers' compensation as required by this section. Contractor shall also maintain, in full force at all times relevant to this Agreement, public liability/commercial general liability insurance and property damage insurance for the Contractor and for his Subcontract operations with a limit of at least \$2,000,000. This insurance shall also include coverage for completed operations, contractual liability, and automotive liability and shall afford coverage for all claims for bodily injury, including death, and all claims for the destruction of, or damage to, property arising out of or in connection with any work completed on the Project in regard to this Agreement, whether such work was done by Contractor or anyone directly or indirectly employed by Contractor or by a subcontractor. At a minimum, Public Liability Insurance shall be in the amount of not less than \$2,000,000.00 for injuries,

including accidental death, to any one person, nor less than \$2,000,000.00 on account of any one accident. Property Damage Insurance shall be carried in an amount not less than \$2,000,000.00. Additionally, Contractor shall name Sponsor and Engineer as additional named insureds on these insurance policies, with the exception of the Workers' Compensation Insurance. Contractor, at Sponsor's request, shall provide Sponsor with certificates of these insurance policies. Prior to the completion of the Project, the insurance required under this Agreement cannot be cancelled by Contractor. See Special Provisions for additional insurance information.

ARTICLE 35 BONDING CLAUSES

- 35.1** Contractor agrees to furnish a performance bond for 100 percent of the Contract Price. This bond is to be executed in connection with this Agreement in order to secure fulfillment of all of Contractor's obligations under this Agreement.
- 35.2** Contractor agrees to furnish a payment bond for 100 percent of the Contract Price. This bond is to be executed in connection with this Agreement to ensure payment of all monies owed by Contractor under this Agreement and other Contract Documents.

ARTICLE 36 CHANGE ORDERS

Changes in the scope of work for the Project or the performance of the work under this Agreement and any materials used may be accomplished after execution of the Agreement and without invalidating the Agreement. However, a change order shall be in writing and signed by Sponsor, Contractor, Engineer, and other Funding Agencies as required. Change orders shall include notice to the Sponsor of the increase or decrease in cost as a result thereof. Any revision to the Plans and Specifications that are approved by Sponsor, if any, shall be considered to be a change order that has been approved by Sponsor when delivered to Contractor, requiring no further approval by Sponsor.

ARTICLE 37 DEBRIS REMOVAL

Contractor shall, at all times, keep the work site reasonably free from the accumulation of waste materials or rubbish caused by its operations during its work on the Project. All waste and debris, tools or equipment, and surplus materials or machinery shall be removed as a condition of the substantial completion of the Project.

ARTICLE 38 ATTORNEY'S FEES & PUNITIVE DAMAGES

In the event of litigation or arbitration to resolve any claim made by either party to this Agreement, the prevailing party shall be entitled to its costs and attorney fees incurred as a result of such litigation or arbitration. Each party hereto also intentionally waives all rights to recover punitive or exemplary damages from the other.

**ARTICLE 39
GOVERNING LAW**

This Agreement shall be interpreted and governed in accordance with the laws of the State of Nevada.

**ARTICLE 40
MODIFICATION OF AGREEMENT**

No subsequent modification of the terms of this Agreement shall be valid, binding on the parties, or enforceable unless made in writing and signed by the parties.

**ARTICLE 41
SEVERABILITY**

In the event any part of this Agreement is found to be void, illegal, invalid, or unenforceable under any present or future law, then the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though such part was deleted.

**ARTICLE 42
BINDING EFFECT**

This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

**ARTICLE 43
HOLD HARMLESS**

Contractor shall release Sponsor and Engineer, and all of their agents, representatives, officers, employees, boards, directors, committees, and commissions, of any liability for, and shall protect, defend, indemnify, and hold Sponsor and Engineer harmless from and against all claims, demands, and causes of action of every kind and character that are asserted or brought on account of bodily injury, death, or damage to property as a result of the actions, omissions, negligence, gross negligence, and/or recklessness of Contractor or Contractor's agents, employees, representatives, invitees, licensees, subcontractors, or subcontractor's subcontractors. Contractor's indemnification obligations under this section shall be without regard to, and without any right to contribution from, any insurance maintained by Contractor. Additionally, Contractor's indemnity obligations under this section shall be supported by insurance, but this insurance requirement shall be a separate and distinct obligation from Contractor's indemnity obligations, and the insurance and indemnity obligations shall be separately and independently enforceable. Further, Contractor's indemnity obligations hereunder are not limited by any insurance coverage Contractor may have.

CAUTION: READ BEFORE SIGNING.

IN WITNESS THEREOF, the parties have executed this Agreement on the date set forth next to their signatures.

Houston Smith Construction, Inc.
CONTRACTOR

By: 
Authorized Representative

Date: 10-4-2023

Carson City Airport Authority
SPONSOR

By: 
Mr. Tim Puliz, Chairman

Date: 09/22/2023



CCAA BOARD MEMO

Agenda Item: H-3

BOARD MEMO 2025-13

Meeting Date: June 18, 2025

Agenda Title: FOR DISCUSSION AND POSSIBLE ACTION: Election of FY 2025/2026 CCAA Officers; CHAIR, VICE-CHAIR, SECRETARY and TREASURER (S. TACKES)

Staff Summary: Election of CCAA officers as required by Chapter 844, Statutes of Nevada 1989.

Agenda Action: Motion and approval

Time Requested: 15 Minutes

Proposed Motion

Open nominations, take nominations, close nominations, take a vote.

CCAA'S Strategic Goal

Compliance with NRS 844 which requires the election of officers by July 1 of odd numbered years.

Previous Action and Executive Summary

Current officers from prior election are Tim Puliz, Chairman; Harlow Norvell, Vice Chairman; Jon Rogers, Secretary/Treasurer.

NRS 844, which created the Carson City Airport Authority, specifies that the members of the Authority shall elect a Chairman, Vice-Chairman, and a Secretary/Treasurer (this latter position can be 2 different persons but has historically been one person). The elections may occur at any time but since the current terms end on July 1, 2025, an election is timely at the June meeting.

The process is for the Chair to open the matter for nominations, take nominations, close the nominations and then proceed with a vote. As with all items, public comment should be made available.

Financial Information

Is there a fiscal impact?

X No Yes

If yes, account name/number & amount:

General Fund:

Is it currently budgeted?

Alternatives

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded)



June 18, 2025

Carson City Airport Manager's Report Prepared by Corey Jenkins

Managers' Report

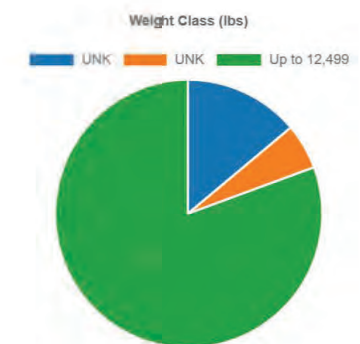
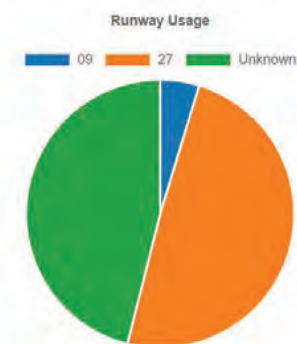
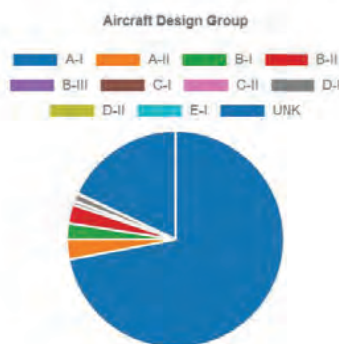
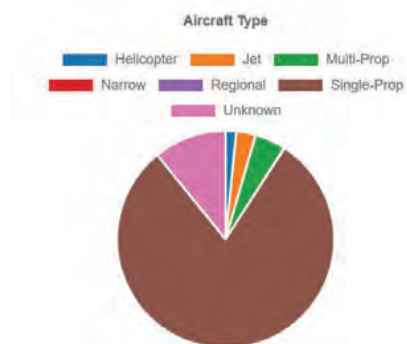
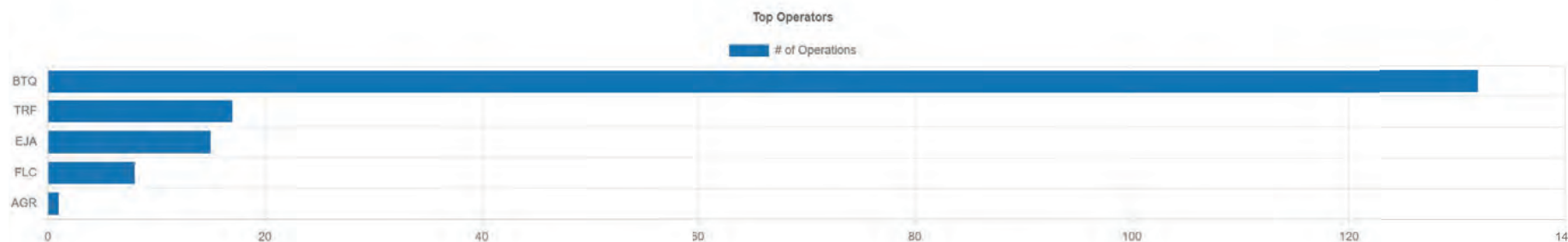
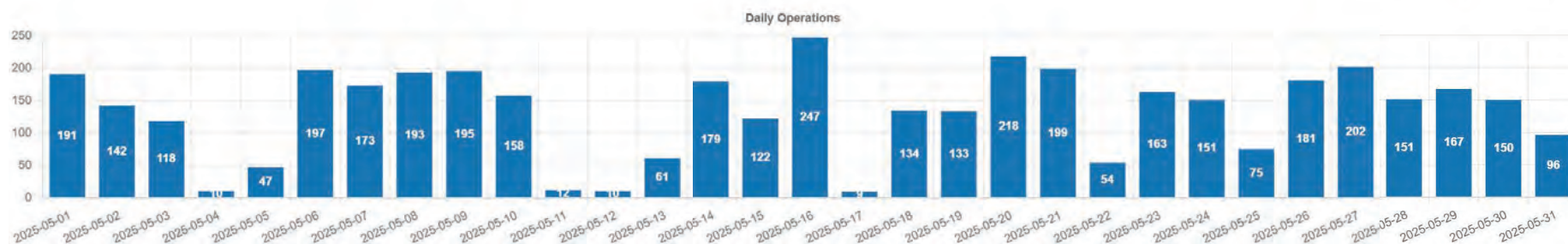
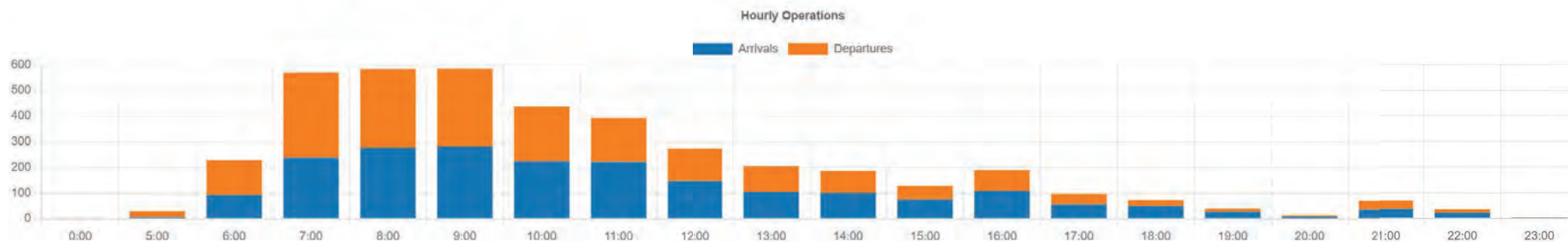
- No Update on TTF Access Permit
- Work on PAPI and SRE building projects
- SAM.Gov
 - The City is having a problem with their Sam.gov account
 - They have lost access to the platform and are working on getting it resolved
 - The airport will not be able to be awarded any grants or receive any reimbursement until this issue is resolved.
- Echo Delta Hangar Association is working towards completing the next building in their hangar development project
- Arrowhead Tenant is also working towards completing the final building in their hangar development project
- Eagle Valley Hangar Development is required to have a Record of Survey before the City will approve the lease.
 - They are actively working on getting this completed this month.
- The previously approved AT&T lease amendment has been executed by AT&T and we are able to move forward with getting this approved by the City
- Work began on the 2024-2025 audit.

Fuel Flowage

Total							
	Self-Serve		Full-Service		Total Combined		% Change
Month	100LL	Jet A	100LL	Jet A	Gallons	FFF	Annual Change
January-24	8960	973	4045	16270	30249	\$ 1,512.44	46%
February-24	6903	317	3099	18166	28485	\$ 1,424.27	30%
March-24	7865	1612	2705	16616	28797	\$ 1,439.87	22%
April-24	10339	3245	5951	17768	37303	\$ 1,865.15	65%
May-24	8656	2229	4827	22883	38595	\$ 1,929.76	-15%
June-24	0	0	0	0	0	\$ -	-100%
July-24	0	0	0	0	0	\$ -	-100%
August-24	0	0	0	0	0	\$ -	-100%
September-24	0	0	0	0	0	\$ -	-100%
October-24	0	0	0	0	0	\$ -	-100%
November-24	0	0	0	0	0	\$ -	-100%
December-24	0	0	0	0	0	\$ -	-100%
Total	42724	8377	20627	91703	163430	\$ 8,171.49	-55%

Aircraft Operations

2025 ADS-B Airport Operations				
Month	Arrivals	Departures	Total Operations	Annual Change
January-24	1794	1850	3644	63%
February-24	1523	1524	3047	-14%
March-24	2803	2801	5604	126%
April-24	2097	2109	4206	-18%
May-24	2071	2067	4138	-21%
June-24			0	-100%
July-24			0	-100%
August-24			0	-100%
September-24			0	-100%
October-24			0	-100%
November-24			0	-100%
December-24			0	-100%
Total Annual	10288	10351	20639	-67%



Carson City Airport Authority

Balance Sheet Comparison

As of May 31, 2025

	TOTAL		
	AS OF MAY 31, 2025	AS OF MAY 31, 2024 (PY)	CHANGE
ASSETS			
Current Assets			
Bank Accounts			
1075 LGIP-Deferred	440,348.03	419,449.32	20,898.71
1077 LGIP- General Fund	1,687,762.04	1,607,661.63	80,100.41
3099 Gen. Fund #1162	211,523.53	305,793.20	-94,269.67
3199 Petty Cash	100.00	100.00	0.00
Total Bank Accounts	\$2,339,733.60	\$2,333,004.15	\$6,729.45
Accounts Receivable			
2000 Accounts Receivable - Operating	307,797.39	313,451.92	-5,654.53
Total Accounts Receivable	\$307,797.39	\$313,451.92	\$ -5,654.53
Other Current Assets			
1499 Undeposited Funds	0.00	24,967.21	-24,967.21
2001 AR offset	-1,331.00	-19,337.00	18,006.00
2010 Due From Other Government	643.87	389,578.87	-388,935.00
2010.1 Audit Adjustment to AR	0.00	-332,044.00	332,044.00
2011 Accrued Interest Receivable	9,031.37	6,252.37	2,779.00
2020 Grants Receivable-CY	0.00	0.00	0.00
2100 Prepaid Expenses	1,000.00	1,000.00	0.00
CTE Reimbursement Funds	-21,262.50	-37,935.00	16,672.50
Grumman HU-16C Lien	0.00	0.00	0.00
Total Other Current Assets	\$ -11,918.26	\$32,482.45	\$ -44,400.71
Total Current Assets	\$2,635,612.73	\$2,678,938.52	\$ -43,325.79
Fixed Assets			
2120 land	146,542.03	146,542.03	0.00
2125 Machinery & Equipment	1,073,816.73	750,566.73	323,250.00
2126 Fencing	911,661.46	911,661.46	0.00
2130 Vehicle	1,033,779.35	807,877.35	225,902.00
2198 Accumulated Depreciation	-585,187.36	-466,021.36	-119,166.00
2201 Tractor	159,995.00	153,046.00	6,949.00
Total Fixed Assets	\$2,740,607.21	\$2,303,672.21	\$436,935.00
Other Assets			
2300 Provided for LT Obligations	126,533.33	271,786.33	-145,253.00
2305 NPV of Airport Leases	7,174,309.00	7,242,012.00	-67,703.00
2810 Pension Requirement	196,462.04	415,612.04	-219,150.00
Total Other Assets	\$7,497,304.37	\$7,929,410.37	\$ -432,106.00
TOTAL ASSETS	\$12,873,524.31	\$12,912,021.10	\$ -38,496.79

Carson City Airport Authority

Balance Sheet Comparison

As of May 31, 2025

	TOTAL		
	AS OF MAY 31, 2025	AS OF MAY 31, 2024 (PY)	CHANGE
LIABILITIES AND EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
3000 Accounts Payable	29,464.55	143,505.58	-114,041.03
Total Accounts Payable	\$29,464.55	\$143,505.58	\$ -114,041.03
Credit Cards			
6321 Home Depot	-212.26	113.95	-326.21
6328 NSB Credit Card Rick 9053	579.13	354.99	224.14
6329 NSB CC Corey 9061	1,154.72	2,314.37	-1,159.65
Total Credit Cards	\$1,521.59	\$2,783.31	\$ -1,261.72
Other Current Liabilities			
2101 Payroll Liability	2,446.75	2,137.83	308.92
2102 Accrued Compensated Absences	8,619.28	8,917.28	-298.00
2115 Accrued Expenses	21,000.00	21,000.00	0.00
3030 Audit Adj to AP	4,038.00	4,102.00	-64.00
3090 Pension Requirement-Liab	71,068.00	360,736.00	-289,668.00
3271 Current Portion of LTD	0.00	12,734.00	-12,734.00
Total Other Current Liabilities	\$107,172.03	\$409,627.11	\$ -302,455.08
Total Current Liabilities	\$138,158.17	\$555,916.00	\$ -417,757.83
Long-Term Liabilities			
3085 Net Pension Liability	336,955.00	447,813.00	-110,858.00
3100 Leases Advances	0.00	26,556.00	-26,556.00
3110 Deferred Inflows- Leases	6,610,616.00	6,872,722.00	-262,106.00
3200 Mayes-Lease Transactions	158,010.83	305,149.83	-147,139.00
3250 Gonzalez Deferred Lease	219,547.87	232,855.89	-13,308.02
3260 Goni Deferred Lease	0.00	0.00	0.00
6325 Tractor US Bank	0.00	-13,243.00	13,243.00
Total Long-Term Liabilities	\$7,325,129.70	\$7,871,853.72	\$ -546,724.02
Total Liabilities	\$7,463,287.87	\$8,427,769.72	\$ -964,481.85
Equity			
4200 Fund Balance	4,173,840.52	2,548,313.52	1,625,527.00
4999 Retained Earnings	2,404,705.11	1,711,536.00	693,169.11
4999.1 GWFS to Fund FS adjustments	-1,465,655.00	-38,223.00	-1,427,432.00
Net Income	297,345.81	262,624.86	34,720.95
Total Equity	\$5,410,236.44	\$4,484,251.38	\$925,985.06
TOTAL LIABILITIES AND EQUITY	\$12,873,524.31	\$12,912,021.10	\$ -38,496.79

Carson City Airport Authority

Profit and Loss Comparison

July 2024 - May 2025

	TOTAL		
	JUL 2024 - MAY 2025	JUL 2023 - MAY 2024 (PY)	CHANGE
Income			
5010 Real/Personal Property Tax			
5010.1 Aircraft	175,434.49	175,434.49	0.00
5010.2 Building	143,537.24	143,537.24	0.00
Total 5010 Real/Personal Property Tax	318,971.73	318,971.73	0.00
5050 AIRPORT LEASES			
5050H Hanger Lease	66,600.00	66,000.00	600.00
5051 Land Leases	245,919.95	231,304.28	14,615.67
5052 Tower Leases	67,148.39	66,207.58	940.81
5053 Lease-Mayes	5,720.00	5,720.00	0.00
Total 5050 AIRPORT LEASES	385,388.34	369,231.86	16,156.48
5150 Tie Down Fees	10,923.25	8,838.00	2,085.25
5151 Gate Card Fees	3,480.76	1,934.92	1,545.84
5155 Parking Fees		643.86	-643.86
5200 Committed-Fuel Flowage Fees	18,467.16	14,058.14	4,409.02
5201 Committed-Jet Fuel Tax	2,364.50	1,676.55	687.95
5300 Class II FBO Fees	4,950.00	7,800.00	-2,850.00
5404 Rock Materials Sales	65,121.41	62,338.86	2,782.55
5450 Reimbursements	2,493.58		2,493.58
5500 Interest Income	91,755.65	84,887.15	6,868.50
5915 Sales	0.10		0.10
Total Income	\$903,916.48	\$870,381.07	\$33,535.41
GROSS PROFIT	\$903,916.48	\$870,381.07	\$33,535.41
Expenses			
6019 Charitable Contribution		2,040.75	-2,040.75
6165 Job Supplies - Obsolete		48.14	-48.14
6169 Taxes & Licenses	100.00	280.00	-180.00
6300 Operating Expenses			
6000 Airport Engineering	20,137.50	3,000.00	17,137.50
6130 Dues	720.00	1,685.00	-965.00
6135 Memberships	100.00	95.00	5.00
6136 Registration		1,995.00	-1,995.00
6137 Conferences	5,250.64	785.00	4,465.64
6190 Office Expence-PC Software	1,288.53	3,016.20	-1,727.67
6200 Office Expenses -PC Hardware	218.23	154.96	63.27
6211 Meals and Entertainment	880.36	879.19	1.17
6218 Marketing and Website	6,814.52	1,553.48	5,261.04
6369 Travel	272.43	512.96	-240.53
Total 6300 Operating Expenses	35,682.21	13,676.79	22,005.42

Carson City Airport Authority

Profit and Loss Comparison

July 2024 - May 2025

	TOTAL		
	JUL 2024 - MAY 2025	JUL 2023 - MAY 2024 (PY)	CHANGE
6301 Utilities			
6238 Stormwater Discharge Permit	1,000.00	1,004.06	-4.06
6302 Phone & Internet	6,021.27	3,370.51	2,650.76
6303 Electric	16,187.60	14,947.11	1,240.49
6304 Gas	1,029.94	1,133.82	-103.88
6305 Water	2,436.47	2,610.07	-173.60
6306 Carson City Landfill	2,272.00	1,152.35	1,119.65
Total 6301 Utilities	28,947.28	24,217.92	4,729.36
6308 Office Expenses and Supplies	1,320.28	1,548.50	-228.22
6309 Legal	66,596.10	36,180.00	30,416.10
6310 Security	4,247.89	3,625.89	622.00
6311 CCAA printing	371.09	428.08	-56.99
6312 Data Storage	570.90	562.66	8.24
6313 Insurance	11,797.08	7,784.00	4,013.08
6314 Auditing	27,876.25	26,103.75	1,772.50
6314A Accounting/Bullis	21,357.00	16,670.00	4,687.00
6314B Accounting/Tmcdbooks		9,760.00	-9,760.00
6315 Contract Services/Appraisals	7,000.00		7,000.00
6316 Bank Charges/Square Chgs	874.71	627.36	247.35
6317 Airport Equipment Maintenance	17,022.52	17,881.25	-858.73
6317.5 AWOS III Service Charges	5,936.00	7,464.90	-1,528.90
6318 Facility Maintenance	10,073.52	6,509.53	3,563.99
6319 Airfield Maintenance	21,037.18	27,136.97	-6,099.79
6319.5 Gate Maintenance	1,139.17	3,244.89	-2,105.72
6350 Labor Expense			
6351 Salaries	260,910.52	196,040.60	64,869.92
6351.5 Overtime Budget (Airfield)		1,080.00	-1,080.00
6352 Healthcare	59,044.05	39,304.29	19,739.76
6353 PERS Retirement Contribution	99,711.64	70,115.59	29,596.05
6354 Nevada Payroll	1,390.00	1,248.50	141.50
6355 Workers Compensation	4,061.87	4,638.15	-576.28
6363 Voya/Deferred Comp	770.00	420.00	350.00
6476 Uniforms	1,151.22	1,543.98	-392.76
Total 6350 Labor Expense	427,039.30	314,391.11	112,648.19
6600 Bad Debt Transaction	1,181.27	1,650.00	-468.73
9100 Interest Expense		527.98	-527.98
QuickBooks Payments Fees	543.79	105.28	438.51
Total Expenses	\$690,713.54	\$522,465.75	\$168,247.79
NET OPERATING INCOME	\$213,202.94	\$347,915.32	\$ -134,712.38

Carson City Airport Authority

Profit and Loss Comparison

July 2024 - May 2025

	TOTAL		
	JUL 2024 - MAY 2025	JUL 2023 - MAY 2024 (PY)	CHANGE
Other Income			
5001 NDOT Grant Reimbursement		19,722.00	-19,722.00
6041.1 AIP #42 Approach Lighting System Phase 2 PAPI and MALSF Rev	36,618.00	98,035.37	-61,417.37
7000 Open House			
7001.1 Open House Income Sept 2024	7,700.00	3,250.00	4,450.00
7001.2 Open House Expense Sept 2024	-7,691.21	-1,229.51	-6,461.70
7002.1 Open House Income Sept 2025	1,580.00		1,580.00
7002.2 Open House Expense Sept 2025	-611.77		-611.77
Total 7000 Open House	977.02	2,020.49	-1,043.47
8000 Discounts	9.94		9.94
9999 Suspense	-34,291.00		-34,291.00
FAA AIP Activity Revenue			
6048 AIP #XX Runway Drainage Project			
6048.2 AIP #XX Runway Drainage Project Expense	-3,500.00		-3,500.00
Total 6048 AIP #XX Runway Drainage Project	-3,500.00		-3,500.00
6049 AIP #XX Apron Rehab			
6049.2 AIP #XX Apron Rehab Expense	-5,500.00		-5,500.00
Total 6049 AIP #XX Apron Rehab	-5,500.00		-5,500.00
Total FAA AIP Activity Revenue	-9,000.00		-9,000.00
FAA AIP Grant Revenue			
6035 AIP #36 Construct SRE Building			
6035.2 6035 AIP #36 Construct SRE Building Expense	-12,470.00	-12,470.00	0.00
Total 6035 AIP #36 Construct SRE Building	-12,470.00	-12,470.00	0.00
6036 AIP #37 Acquire Snow Removal Equipment	196,453.76	225.00	196,228.76
6036.2 AIP #37 Acquire Snow Removal Equipment Expense	-220,806.18	-225.00	-
			220,581.18
Total 6036 AIP #37 Acquire Snow Removal Equipment	-24,352.42	0.00	-24,352.42
6037 AIP #38 Install Approach Lighting Phase I	25,796.00	25,796.00	0.00
6040.1 AIP 41 - Relocate AWOS Revenue	19,722.00		19,722.00
6041 AIP #42 Approach Lighting System Phase 2 PAPI and MALSF (deleted)			
6041.2 AIP #42 Approach Lighting System Phase 2 PAPI and MALSF Expense (deleted)		-60,520.00	60,520.00
Total 6041 AIP #42 Approach Lighting System Phase 2 PAPI and MALSF (deleted)		-60,520.00	60,520.00
6042 AIP #43 Approach Lighting System Phase 3 PAPI and MALSF	-5,727.00		-5,727.00
6042.1 AIP #43 Approach Lighting System Phase 3 PAPI and MALSF Revenue	212,671.37	60,817.97	151,853.40
6042.2 AIP #43 Approach Lighting System Phase 3 PAPI and MALSF Expense	-232,512.52	-70,836.50	-
			161,676.02
Total 6042 AIP #43 Approach Lighting System Phase 3 PAPI and MALSF	-25,568.15	-10,018.53	-15,549.62

Carson City Airport Authority

Profit and Loss Comparison

July 2024 - May 2025

	TOTAL		
	JUL 2024 - MAY 2025	JUL 2023 - MAY 2024 (PY)	CHANGE
6044 AIP #44 SRE Construct Auxiliary Building			
6044.1 6044 AIP #44 SRE Construct Auxiliary Building Revenue	-25,040.79	24,788.43	-49,829.22
6044.2 AIP #44 SRE Construct Auxiliary Building Expense	-17,375.22	-65,776.50	48,401.28
Total 6044 AIP #44 SRE Construct Auxiliary Building	-42,416.01	-40,988.07	-1,427.94
Total FAA AIP Grant Revenue	-59,288.58	-98,200.60	38,912.02
Total Other Income	\$ -64,974.62	\$21,577.26	\$ -86,551.88
Other Expenses			
6020 FAA Engineering and Construction	19,780.20		19,780.20
6099 Contra expense for FAA grant for Carson City asset	-203,635.09		-203,635.09
CCAA Funded Capital Projects			
6400 Capital Project			
6400.8 Forecast-Runway Length	3,500.00		3,500.00
6418 FOD Boss Purchase		6,949.00	-6,949.00
Total 6400 Capital Project	3,500.00	6,949.00	-3,449.00
6412 Terminal Entrance Hardscape		3,659.50	-3,659.50
6413 Taxiway Sign Panels		9,719.51	-9,719.51
6414 Terminal Building Architectural Renderings	31,237.40	13,816.25	17,421.15
6416 New Terminal Door Improvements with Access Control		7,556.24	-7,556.24
6417 Aggregate To Improve Safety Areas (500 ft Test Area)		65,167.22	-65,167.22
Total CCAA Funded Capital Projects	34,737.40	106,867.72	-72,130.32
Total Other Expenses	\$ -149,117.49	\$106,867.72	\$ -255,985.21
NET OTHER INCOME	\$84,142.87	\$ -85,290.46	\$169,433.33
NET INCOME	\$297,345.81	\$262,624.86	\$34,720.95