



REQUEST FOR QUALIFICATIONS (#20-03RFQ)

AIRFIELD PAVEMENT MANAGEMENT PROGRAM UPDATE

ATTENTION: This is not an order. Read all instructions, terms, and conditions carefully.

IMPORTANT: Statements of Qualifications (SOQ) must be received no later than 2:00 p.m. Eastern Time (ET) on Thursday January 30, 2020.

RFP # 20-03 RFQ

DATE ISSUED: January 9, 2020

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR QUALIFICATIONS
AIRFIELD PAVEMENT MANAGEMENT PROGRAM UPDATE
(#20-03 RFQ)**

The Kenton County Airport Board ("KCAB") will receive statements of qualifications (SOQ) for a consultant to perform an **Airfield Pavement Management Program Update** at the Cincinnati/Northern Kentucky Int'l Airport ("CVG"). SOQ's must be received by January 30, 2020 at 2:00 P.M. ET. No submittals will be accepted after that time unless such date or time is extended pursuant to an addendum issued by KCAB.

A pre-submittal meeting will be held on January 16, 2020 at 10:00 a.m. ET, at the CVG Centre, Admin. Offices, 77 Comair Blvd, Erlanger, KY 41018. Please RSVP through the online bidding system which can be accessed at <http://www.cvgairport.com/bids> under "Current Opportunities". Select Invitation #20-03RFQ and provide the name of the person(s) attending.

KCAB reserves the right to waive any informality or irregularity in any submittal or bid guaranty, to reject any or all submittals, to award or refrain from awarding a contract for the work, and to negotiate with the apparent qualified responsible proposer to such extent as may be beneficial to KCAB.

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

Further information and copies of the Request for Qualifications (RFQ) may be downloaded from <http://www.cvgairport.com/bids> - Current Opportunities.

**KENTON COUNTY AIRPORT BOARD
Candace S. McGraw, Chief Executive Officer
CINCINNATI/NORTHERN KENTUCKY INTERNATIONAL AIRPORT
Hebron, Kentucky 41048**

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SCHEDULE OF EVENTS

- | | |
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| • January 16, 2020 | Pre-Submittal Meeting |
| • January 22, 2020 | Deadline for questions to be submitted. |
| • January 24, 2020 | Answers to questions issued. |
| • January 30, 2020 @ 2:00 p.m.ET | Submittals due. |
| • June 1, 2020 | Anticipated Contract implementation. |

KCAB reserves the right to modify or alter the schedule of events to such extent as may be beneficial to KCAB.

PRE-SUBMITTAL MEETING

To facilitate a comprehensive understanding of the desired scope of services and expectations for the **Airfield Pavement Management Program Update**, a pre-submittal meeting will be held on January 16, 2020 at the CVG Centre, 77 Comair Blvd, Erlanger, KY 41018.

During the pre-submittal meeting, KCAB staff will provide an overview of the scope of services and expectations of the study process and will address questions. The meeting will also provide an opportunity for prospective prime and sub-consulting firms to network. Attendance at the meeting is **STRONGLY** encouraged.

SECTION A - GENERAL INFORMATION & SUBMITTAL INSTRUCTIONS

A.1 BACKGROUND AND SCOPE

The Kenton County Airport Board (“KCAB”) is a Kentucky Municipal corporation established pursuant to the provisions of KRS Chapter 183 and is the operator of CVG located in Boone County, Kentucky. KCAB is soliciting an SOQ from qualified firms for the Airfield Pavement Management Program Update at the Cincinnati/Northern Kentucky International Airport (“CVG”). KCAB intends to select one qualified consultant, or proposed team of consultants and engineers, to provide the requested services. The Project Overview and descriptions provided in this RFQ are intended to convey a general scope of services so that each respondent might address its experiences and present its expertise in dealing with the services requested in its SOQ.

In compliance with Federal Aviation Administration (FAA) requirements, the KCAB has implemented a Pavement Management System to inventory, inspect, and determine the Pavement Condition Index (PCI) for airport pavements. This system is used for reporting and programming recommendations for repair or reconstruction, generating budgetary cost estimates, design of construction documents for bidding, and establishing priorities for capital improvement and maintenance projects. The current PMS has a well-established pavement network, database, and GIS configuration. This RFQ is for airfield pavements only. The pavement conditions are assessed and tracked on a long-term basis, with construction and maintenance projects programmed and budgeted from the corresponding funding source.

The scope of services includes, but is not limited to:

- The Consultant shall conduct data gathering, generate pavement management system reports, database management, and owner review. Potential additional services include pavement design, bidding assistance, and construction support.

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- The Consultant shall provide project management services needed to organize efforts of the project described herein the Scope of Services. These services include but are not limited to: project management, milestone and coordination meetings, monthly status / progress reports, sub-consultant procurement/coordination (if needed), scheduling, budget/cost control, resource management, inter-agency coordination, document control, and quality assurance/quality control throughout the contract period.
- **Inventory** – The consultant shall review and update the established pavement inventory. Priority of pavement branches and sections will be assessed in collaboration with the KCAB prior to the commencement of field inspections. Consultant shall update the PAVER database with any changes in inventory since the previous inspection report.
- **Inspection** – The consultant is expected to conduct a network level inspection of the Airfield in accordance with methodologies set in FAA Advisory Circular 150/5380-7B, Airport Pavement Management Program (PMP). The consultant shall visually inspect pavement areas and record the distress types, extents, and severities of defects observed. Locations of defects shall be mapped using geospatial data to allow others to locate the defect for further inspection or repair in the field. Inspection of pavements shall be typically conducted by non-destructive methods.
- **Evaluation** – The consultant shall provide a pavement condition assessment and determine the corresponding Pavement Condition Index (PCI). Information shall be entered into the PAVER pavement management database. KCAB will supply the selected consultant with the most up to date PAVER database of the airfield at CVG. Evaluation should consider not only the current pavement condition but use the PAVER system to predict pavement condition at future 5-year, 10 year and 20-year periods, at a minimum. Consultant is also asked to perform an analysis of current airside maintenance practices and develop strategies and recommendations for improvement to the Airport Pavement Maintenance System and Program.
- **Recommendations** – The consultant will make recommendations for maintenance, repair, or reconstruction of pavement areas based on field inspection, evaluation, PCI, and priority. Recommendations shall be clearly identified as either maintenance needs or rehabilitative/reconstruction measures. Consultant will provide recommendations for prioritization of future Capital Improvement Projects.
- **Cost Estimates** – The consultant shall generate cost estimates structured on the maintenance, repair, or reconstruction recommendations identified in the evaluation. Cost estimates shall be based on local construction methods, materials, and prices.
- **Report** – Provide report and PAVER database for Airfield Pavements based on inspections, analysis and recommendations. The reports will program work commensurate with priority and available funding in conjunction with collaboration with KCAB representatives. The reports shall include exhibits depicting the pavement network and PCI ratings and others as necessary. It is the expectation that the updated PAVER database file be provided to KCAB as part of the final report in an e70 file format.
- **GIS Interface** – KCAB is currently in the process of developing a comprehensive GIS data management system. Selected consultant will be expected to provide PCI data in a format that will seamlessly interface with KCAB's geodatabase for migration into KCAB's GIS program. Consultant is also expected to conduct inspections in a manner that allows for GIS mapping of all deficiencies.
- **Other Services** – Provide on call training to KCAB staff on an as needed basis. Topics for training may include inspection procedures, use of the PAVER program, development of PCI data, developing

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recommendations based on PCI and projecting future PCIs. In addition, software training may be required such as inspection methodology training, PAVER software training, integration of GIS data into PAVER, and training in regard to information sharing between other platforms such as INFOR (KCAB's asset management software) and PM Web (KCAB's project management platform).

Potential Additional Scope Items May Include:

- **Design Services** – Separate design packages may be issued for Airfield Pavements based on the results of the pavement condition report. Pavement Rehabilitation Engineering and Design Services Consultant will provide pavement rehabilitation engineering and design services as required for performance of minor to moderate pavement rehabilitation and replacement projects to be performed by KCAB's Field Maintenance work forces. Services may include, but not be limited to, additional survey, underground utility investigation service, geotechnical testing, pavement testing, specialized pavement investigations, analyses, pavement rehabilitation engineering services, pavement marking and striping design and auditing services, Quality Assurance and Quality Control Services, and other related pavement design and maintenance support services.
- Development of updated Pavement Condition Numbers for aprons, taxiways and runways.
- The Consultant may be asked to provide bidding services and construction support services. Design services may be retained under this solicitation or a separate RFQ, with this Consultant or others at the discretion of the KCAB.

The KCAB reserves the right to negotiate additional services with the selected firm(s) as it may deem necessary to fulfill the project intent.

The consultant is encouraged to propose the use of a semi-automated field data collection system that is compatible with PAVER for collection of airside pavement data. KCAB will review and provide approval of the proposal prior to the start of inspections. At a minimum, KCAB is requesting data to be collected electronically so as to be easily integrated into KCAB's geodatabase. It is KCAB's preference that all deficiencies be mapped electronically with geospatial data. It is the intent of this RFQ that the selected consultant will transition KCAB to a fully electronic, GIS capable inspection program.

Any software purchased or developed as well as all scripts and application customization codes related to this project will be the property of KCAB. All software purchases, development and customization must be performed considering KCAB network security restrictions. KCAB staff must be able to replicate any phase of work covered by this project upon the end of the project terms. At the time of submission of the final report, the Consultant is expected to provide KCAB the e70 PAVER file of the updated PAVER network and inspections.

The inspections and report shall be conducted in accordance with the guidelines contained in Federal Aviation Administration (FAA) Advisory Circular 150/5380-7A, Airport Pavement Management Program. All information collected will be developed in compliance with and stored in the existing KCAB databases compatible with AutoCAD drawings, Esri GIS online databases, Infor Enterprise Asset Management System data hierarchy, and PMWeb data formats. Spatial data development should adhere to KCAB's CAD Standards where applicable, which are based on AIA and FAA AGIS standards. Requests to deviate from these standards or parts thereof should be provided in writing by the selected consultant. The functionality of formatting field data, electronic drawing information, and associated databases should be developed in a manner to easily convert AutoCAD to Esri databases and vice versa as effectively as possible. As it relates to inspection schedules and the plan to maintain pavements, the

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selected consultant may be asked to support the development of pavement life cycle cost data to be included in the Infor Enterprise Asset Management system.

A large component of this scope is prioritization of pavement projects, both maintenance and Capital Improvement projects. KCAB wishes to reinforce that the selected firms shall assist KCAB in the development of consistent, objective and systematic procedures for determining priorities, schedules, and allocation of resources to effectively manage and maintain KCAB's airfield pavements. The selected consultant will be responsible for providing program management services consisting of, but not limited to, pavement studies, pavement condition surveys, assessment and data collection, integration of data into KCAB's PAVER database and GIS system. The consultant shall develop short- and long-range pavement asset renewal, maintenance planning, and pavement management. Along with developing cost-effective pavement repair and rehabilitation solutions, the consultant could recommend refinements to the pavement management software and hardware applications, establishment of pavement replacement and rehabilitation project sequencing, scheduling, and cost estimating, field surveys, testing, and training.

DELIVERABLES

The deliverables for the program shall be as follows:

- 50% Draft Report
- 90% Draft Report
- Final Report
- Updated MicroPaver Database in e70 format
- Detailed Pavement Distress Locations
- GIS compatible distress mapping and PCI mapping
- CAD Drawings, with distress locations mapped on the pavement layout

All deliverables shall be submitted to the KCAB Project Manager. The Consultant is required to attend review meetings for the submittals. KCAB will provide its comments prior to or at the review meetings. The Consultant shall present findings to address the comments at the meetings.

A.2 SUBMISSION OF SOQ's

Responses to this RFQ must be submitted electronically through KCAB's online bidding system which can be accessed at <http://www.cvgairport.com/bids> under "Current Opportunities". Select the project titled "Airfield Pavement Management Program Update" (Invitation #20-03RFQ) and follow the instructions for submittal. The completed and signed submittal (together with all required attachments) must be transmitted and received in the system no later than January 30, 2020 at 2:00 p.m. ET. Respondents should allow for sufficient time to upload and transmit all required information. Respondent is solely responsible to ensure its submission is transmitted prior to the due date and time. KCAB will not accept submissions after the due date and time and is not responsible for any error in transmission including but not limited to power outage, internet connectivity, unauthorized access, etc.

Individual submittals will not be read in public or available for public inspection until after an award determination has been made.

A.3 RFQ QUESTIONS

KCAB is not bound by and interested firms may not request or rely on any oral interpretation or clarification of this RFQ. Therefore any questions regarding this RFQ are encouraged and should be

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submitted electronically using the Q&A tab of this RFQ on KCAB's online bidding system, which can be accessed at <http://www.cvgairport.com/bids> under "Current Opportunities".

Questions received on or before the Deadline to Submit Questions in the Schedule of Events will be posted on the Q&A tab of this RFQ on the bidding system per the Schedule of Events. Answers to submitted questions from any proposer will be available to all proposers.

All communications regarding this solicitation shall only be through the Contract and Procurement Administration Department. No communication is to be directed to any other KCAB personnel unless otherwise instructed by the Contract and Procurement Administration Department. Failure to comply may result in the disqualification of respondent's submittal.

A.4 ADDENDA

In the event it becomes necessary to revise, change, modify or cancel this RFQ or to provide additional information, addenda will be issued to all recipients of this RFQ.

A.5 SUBMITTAL REQUIREMENTS

Your submittal must include the following written information:

A.5.1 MINIMUM QUALIFICATIONS

Firms submitting a response must show evidence of qualifications and experience related to successfully performing the requested services on similar projects. Firms must be qualified to work in the State of Kentucky and must be able to stamp the plans by a licensed professional Architect, Engineer, and/or Surveyor registered in the State of Kentucky.

A.5.2 SOQ REQUIREMENTS

SOQ's must include the information identified in this section and presented in the order provided. The SOQ may be no **longer than** 15 single-sided pages and formatted to print on standard 8 ½ inch by 11-inch paper and prepared with a minimum font size of "10". Relevant project experience, team member resumes and references may be provided in three (3) appendices attached to the response (Appendix A – Project Profiles, Appendix B – References, and Appendix C –Resumes) and do not count toward the page limit. Section dividers, tabs, and cover sheets do not count toward the page limit.

Response Order:

1. Cover Letter

Include a cover letter which serves to introduce the proposer (or team) and highlights the overall approach philosophy. This should include the name, address, email, and telephone number of the primary company representative(s) to be contacted regarding your response. The cover letter does not count toward the page limit.

2. Project Approach:

Demonstrate a thorough understanding of the process including how your team intends to coordinate the work internally and with KCAB staff. Identify the approach, methods for completing the work, coordination of the team and issues to consider in the planning and scheduling process. The approach should focus primarily on the inspection process and the

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development of recommendations, costs and schedule. KCAB is looking for a consulting team that can provide a comprehensive and innovative method of conducting the work.

3. Project Team and Experience:

Discuss the experience of the firm and its team members, including any experience working at CVG. Describe past projects with similar scope and success at solving the associated challenges. Past projects may include similar work at other Airports. Discuss coordination methods among team members. Discuss your experience in coordination with FAA and other agencies.

Identify projects similar to KCAB's intended projects upon which your team has worked. Specific comparative projects which illustrate your experience may be provided in Appendix A and should include the fees and schedule. Specific references may be provided in Appendix B. References must include full contact information, including name, address, telephone number, e-mail address, and specific project or experience which the individual is requested to refer.

4. Staff Experience:

Concentrating on the key team members, identify your team's staff experience with projects similar to those listed. Experience should be more detailed for the past five to seven years. Outline specific work which each team member (prime firm's staff and/or sub-consulting firm) will perform. Include an organizational chart that graphically depicts team member assignments, reporting relationships and the client's central point of contact. Demonstrate each team member's experience in performing each major component of the project. Describe past project experience with team members and projects

Identify the Project Manager and key individuals for this project. Discuss their abilities and experience. Detailed resumes for key team members may be provided in Appendix C.

5. Team Availability:

Demonstrate the availability of each individual key member and their ability to provide the time necessary to begin and complete projects in a timely manner. Discuss the availability of alternative staff in the event a key individual cannot continue working on this project. Indicate current workloads of each person and discuss your team's existing backlog of work and their ability to complete the work. Provide a list of all active projects assigned to the identified single point of contact and any other key personnel proposed to manage projects.

6. Innovation and Value-Added Services:

Describe or demonstrate any innovative practices or approaches, or value-added service, that differentiates your firm or team, which was not addressed in other sections of your SOQ.

A.5.3 Exceptions

A separate section that states in writing all exceptions to this RFQ or sample contract attached. Exceptions should list referencing page and paragraph numbers. If no exceptions are taken, the submittal must include a statement that the respondent takes "No Exceptions" (*not included in the page limit*).

A.5.4 Certifications

Include completed certifications provided in Attachment 1 (*not included in the page limit*).

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A.5.5 Copy of respondent's certificate(s) of insurance showing proof of required coverages and limits listed in this RFQ and attached proposed agreement (*not included in the page limit*).

A.6 KENTUCKY OPEN RECORDS ACT

Respondents must identify any portion of its submittal which it deems confidential, or which contains proprietary information, patents, copyrights or trade secrets. Respondent should provide justification of what material should not be disclosed, upon request, by KCAB to a third party. All documents received by KCAB are subject to general inspection under the provisions of Kentucky Revised Statutes Chapter 61.870 et seq, the "Kentucky Open Records Act", subject to very narrow exceptions. These statutes may require disclosure of documents a respondent deems confidential. KCAB may otherwise use or disclose the data submitted by each respondent for any purpose, unless such data is so identified as confidential or proprietary by the respondent. The respondent's opinion of proprietary information is not binding upon KCAB.

A.7 EVALUATION CRITERIA

The selection of the Consultant will be based on a judgment evaluation of several key elements in the responses submitted. These include, but are not limited to:

- Project Approach
- Project Team and Experience
- Team Availability
- Innovation and Value-Added Services

Following review of the submittals, KCAB may invite certain respondents to formally meet with KCAB representatives the week of February 10, 2020, if necessary.

A.8 ACCEPTANCE PERIOD

Submittals in response to this RFQ must indicate it is valid for a period no less than 120 days from the closing date.

A.9 AWARD

A.9.1 KCAB intends to award a contract resulting from this solicitation to the responsible firm or team which, determined in KCAB's sole discretion, is the best qualified after evaluation in accordance with the criteria included in this RFQ.

A.9.2 KCAB reserves the right to waive any informality or irregularity in any submittal or bid guaranty, to reject any or all submittals, to award or refrain from awarding a contract for the work, and to negotiate with the apparent qualified respondent to such extent as may be beneficial to KCAB.

A.9.3 KCAB intends to evaluate SOQ's and may award a contract without discussions with respondents.

A.9.4 The successful respondent ("Consultant") will be required to enter into a contract substantially in the form of the contract attached to this RFQ and incorporated by reference. All respondents are required to note any exception(s) to the attached contract and are required to specifically state the exception(s) and the reason(s) for the exception(s). No exceptions will be recognized to the Government Clauses section of the proposed contract. If no exceptions to the contract

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are included in the submittal, the respondent is expected to execute the contract in the form set forth herein. Final acceptance of a submittal and contract is contingent upon reaching a mutually satisfactory agreement regarding noted exceptions. If an acceptable and timely agreement is not reached, KCAB reserves the right to disqualify the respondent and to reevaluate the remaining submittals. KCAB reserves the right to refuse to negotiate with a respondent on any item not specifically accepted in its submittal.

A.10 BADGES AND KEYS

- A.10.1 Consultant shall badge a sufficient number of employees to satisfactorily complete its obligations under this contract regardless of circumstances. This will require a background check made through a fingerprint process. When determining the number of employees to badge, Consultant must consider absent employees due to illness, vacation, employment termination, or other reasons, emergency/on call situations, and supervisors who need access for inspection/supervision visits.
- A.10.2 Consultant is responsible for the cost of badging. The current fee for identification badges is \$44.00 per badge for the badge, security threat assessment, and for fingerprinting.
- A.10.3 Consultant shall return all badges upon expiration or termination of the contract whichever is earlier. Additionally, Consultant shall immediately return an employee's badge when that employee is no longer employed by Consultant. Consultant shall pay \$100.00 per badge for each badge not returned within ninety (90) days from the date the Consultant is required to return the badge(s).
- A.10.4 Consultant is responsible for all keys or badges issued to Consultant's employees. Such keys or badges may not be duplicated. Consultant shall return any or all keys or access cards to KCAB when requested by KCAB. If the loss of keys or access cards requires changing the combination of locks or changing other access equipment, the cost of such labor and material may be charged to Consultant at the discretion of KCAB. Replacement of lost or damaged keys or badges will be provided at Consultant's expense. Any fines or civil penalties assessed to KCAB caused by Consultant negligence is the responsibility of Consultant.
- A.10.5 Badge replacement is at the sole discretion of KCAB. A \$100.00 fee will be assessed per lost badge. In the event a Consultant's employee loses a second badge, the Consultant shall pay \$200.00. If a third badge is lost, the badge will only be renewed with permission of the Airport Security Coordinator and the Consultant shall pay \$300.00.
- A.10.6 If necessary, KCAB will provide initial supply of keys after receipt of a \$500.00 deposit from Consultant. In the event Consultant loses or duplicates a key(s), KCAB will charge the cost of rekeying the lock(s) of the corresponding area against the \$500.00 deposit. Consultant shall be responsible for the full cost of rekeying if Consultant loses or duplicates a key. Any funds remaining of this \$500.00 deposit upon termination of the contract will be returned to Consultant upon KCAB's receipt of all keys.

A.11 RECORDS/FINANCIALS

In submitting an SOQ, the respondent agrees to make available any and all records, books of account, correspondence, or other information reasonably necessary to enable KCAB or its designated agents to investigate the responsibility of the respondent in terms of its financial status, capacity to produce, sources of supply, performance record in the business or industry, and any other matter reasonably

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related to the respondent's probable ability to perform adequately under a contract if it is awarded to the respondent.

A.12 GRATUITIES AND KICKBACKS

It is a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subconsultant under a contract to the prime vendor or higher tier subconsultant or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any KCAB employee, the submittal shall be disqualified and shall not be reinstated.

A.13 NON-COLLUSIVE VENDOR CERTIFICATION

By the submission of a response to this RFQ, the respondent certifies that:

A.13.1 The SOQ has been arrived at by the respondent independently and has been submitted without collusion with any other vendor.

A.13.2 The contents of the SOQ have not been communicated by the respondent, or, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the respondent, and will not be communicated to any such person prior to the official opening of submittals.

A.14 RFP CONDITIONS AND PROVISIONS

The terms and conditions of this RFQ include all general and special conditions as enumerated herein.

All participating respondents agree to comply with all of the conditions, requirements and instructions of this RFQ as stated or implied herein. Any alteration, erasure or interlineation by the respondent in its submittal may constitute cause for rejection by KCAB. Should KCAB omit anything from this RFQ which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the firm shall notify the Contract and Procurement Administration Department prior to the deadline for question submissions as per the time and date shown in the Schedule of Events.

All respondents are required to complete all information requested in this RFQ. Failure to do so may result in disqualification.

Each respondent shall fully acquaint and familiarize themselves with the conditions as they exist and the character of the operations to be carried on under the proposed contract, and make such investigations as the respondent may see fit so that the respondent fully understands the facilities, physical conditions and restrictions associated with the services.

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The successful respondent shall comply with all of the specifications, terms and conditions of this RFQ. KCAB is not liable for any costs incurred by respondent in the preparation of submittals or for any work performed in connection therein.

A.15 ELECTRONIC SIGNATURES

By submitting a proposal, the proposer consents to its use and acceptance of electronic signatures to execute any awarded contract and associated agreements. Proposer agrees to be bound by electronic signatures to the same legal effect and extent as if manually signed. KCAB expects the successful proposer will execute any awarded contract using KCAB's electronic signature service unless the proposer includes an exception with its proposal signifying its desire to sign manually. Included with the proposal, proposers must identify the following information regarding the person with full authority to legally bind proposer and sign agreements on its behalf:

1. Full Name;
2. Position Title; and
3. Email Address.

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**CONTRACT BETWEEN
KENTON COUNTY AIRPORT BOARD
AND**

This contract is made as of June 1, 2020, between the Kenton County Airport Board, a Municipal corporation, established pursuant to the provisions of Chapter 183 of the Kentucky Revised Statutes ("KCAB"), operator of the Cincinnati/Northern Kentucky International Airport ("CVG"), located in Boone County, Kentucky and _____, a [home state] [limited liability company, corporation, partnership, etc.] authorized to do business in the Commonwealth of Kentucky, with business offices located at _____ ("Consultant").

SCOPE OF SERVICES

Consultant shall furnish labor, material, supplies, equipment, supervision and all other items and personnel as needed, to provide consulting services pertaining to _____ at CVG. These Services are more particularly described in the Request for Proposals (#20-03RFQ) and portions of Consultant's response, both of which are attached as Exhibit A. Consultant shall perform the Services consistent with the provisions of this Contract and Exhibit A. When there is a conflict in the terms of this Contract and Exhibit A, the terms of this Contract prevail.

COMMENCEMENT AND COMPLETION

This Contract commences on the date set forth above and continues until _____, unless terminated earlier pursuant to the provisions set forth herein. All work under this Contract must be undertaken and completed in such sequence and manner as to insure its expeditious completion and in compliance with the purpose of this Contract.

PAYMENT AND REIMBURSEMENT

KCAB agrees to pay to Consultant and the Consultant agrees to accept from KCAB in full and complete consideration for Consultant's performance of this Contract, a sum not to exceed \$_____, based on the fee schedule set forth on Exhibit A. The payment to Consultant shall be subject to payments and adjustments as provided herein.

Allowable reimbursable expenses include: 1) the actual amount expended in inter-city transportation as may be required in the performance of services, provided that no expenses for travel between Consultant's office in the Northern Kentucky/Greater Cincinnati area and CVG is reimbursable; and, 2) the actual amount of out-of-town transportation and lodging away from Consultant's office where Consultant's personnel are based as may be required in the performance of services.

Consultant may submit no more than one invoice each month for payment. The invoice must contain a detailed description of the services performed by Consultant and the name and hourly rate of the person(s) performing the service including the amount of time spent on such services by each person. The invoice must also contain a breakdown of any reimbursable expenses claimed by Consultant along with supporting documentation and receipts for same. Consultant shall promptly advise KCAB if and when it determines that the schedule for any particular task is not going to be met or the budget for any particular task is going to be exceeded.

Subject to the provisions set forth below, KCAB shall pay such invoice on or before 30 days from the last day of the month in which the invoice was submitted to KCAB. If KCAB does not approve the Consultant's invoice for payment, KCAB shall pay such amount as it deems is owing to Consultant and give Consultant written notice of why such approval was not given. In addition to any other rights and remedies available to KCAB, in the event the Consultant has incurred any liability to KCAB, whether Consultant's liability is liquidated or unliquidated, present or future, accrued or contingent, whether arising from or under this Contract or otherwise, and whether such liability is based in contract, tort or otherwise, KCAB may without notice to Consultant set off any amount of such liability against any liability of KCAB to Consultant arising from or under this Contract.

LAWS AND ORDINANCES

This Contract is governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Consultant shall comply with all present and future federal, state, and local laws, and advisory circulars, applicable to the rendering of the services provided for herein. Further, Consultant shall comply with all present and future rules and regulations of KCAB and any other governmental agency. KCAB and Consultant agree that any legal or equitable action for claims, debts or obligations arising out of or related to this Contract shall be brought solely in the Circuit Court of Boone County, Kentucky or United States District Court for the Eastern District of Kentucky, Covington Division, and that either Court has personal jurisdiction over the parties and venue of the action is appropriate in each such Court. Consultant represents and warrants that it shall comply with all present and future federal, state and local laws applicable to the rendering of the Services provided for herein.

ASSIGNMENT

Consultant may not sublet, subcontract, assign or transfer any work under this Contract without the express written consent of KCAB. Any subletting, subcontracting, assignment or transfer of any work under this Contract is expressly made subject to all terms, conditions, or provisions of this Contract. In the event a subcontractor is approved, payment for the performance of work covered thereunder is the responsibility of and will be made directly by Consultant unless otherwise specifically provided for and approved in writing by KCAB.

TERMINATION

KCAB may terminate this Contract at any time, without forfeiture, waiver or release of any rights of KCAB, upon default or breach by the Consultant in the performance of the work to be provided by Consultant under this Contract or in the non-observance or non-compliance with any of the terms and conditions of this Contract, or if KCAB determines, in KCAB's discretion, that the services rendered or work performed by Consultant is unsatisfactory in any way. KCAB may give Consultant immediate written notification of such termination at any time. Upon notice of such termination, Consultant shall immediately cease or cause to be ceased all services or work under this Contract, as applicable. Consultant shall invoice and be paid for only those services rendered

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and work performed through the date of termination, which are reasonably satisfactory to KCAB. Notwithstanding the above, Consultant is not relieved of liability to KCAB for damages sustained by KCAB by reason of any breach or default of this Contract by Consultant and KCAB may withhold any payments to Consultant for the purpose of set off for such damages so sustained by KCAB.

For any other cause whatsoever, or for no cause, KCAB shall have the right to terminate this Contract at any time upon thirty (30) days' written notice to Consultant of such termination. Consultant shall cease or cause to be ceased all services or work upon those services rendered and work performed through the date of termination, and shall provide any and all documents and reports relating thereto, to KCAB as applicable upon payment therefor.

Consultant shall have the right to terminate this Contract only for substantial failure of KCAB to perform in accordance with the terms of this Contract.

PERSONNEL

Consultant represents that it has or will secure at its own expense, all personnel required to properly perform the services under this Contract. Such personnel shall not be employees of KCAB. Except for any legally prohibited reasons, KCAB shall have the right at all times to require Consultant to remove and/or replace any personnel working on KCAB's property. The employees of Consultant shall be deemed to be under the sole control and direction of Consultant, who shall be directly responsible for their acts and omissions. It is understood that the Consultant is obligated to frequently inspect the quality and effectiveness of his work and when inspections indicate that there is a deficiency, the Consultant will then follow through without hesitation to correct the deficiency. All of the services required hereunder shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully licensed, certified and qualified and shall be authorized under state and local law to perform such services. All of such services shall be performed in a professional manner by persons skilled in their respective trades, and in accordance with generally accepted professional practice.

LIABILITY, INDEMNITY AND INSURANCE

- A. **Notice:** Each party hereto shall give to the other prompt and timely written notice of any claim made or suit instituted coming to its knowledge which in any way directly or indirectly, contingently or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest.
- B. **Professional Liability:** To the fullest extent permitted by law, Consultant agrees to indemnify and hold KCAB, its Board of Directors, officers and employees harmless from and against any and all liabilities, demands, suits, claims, losses, fines or judgments, including all reasonable costs of investigation and defense thereof (including, but not limited to, attorney's fees, court costs and expert fees) arising by reason of or resulting from the negligent acts, errors or omissions of Consultant, its directors, officers, agents or employees in the performance and furnishing of its professional services under this Contract. KCAB shall give Consultant reasonable notice of any such claim or action. Consultant in carrying out its obligations under this paragraph shall use counsel reasonably acceptable to KCAB. The provisions of this paragraph shall survive the expiration or earlier termination of this Contract.
- C. **General Liability:** Consultant shall protect, defend, indemnify and hold KCAB and its directors, officers, employees, agents, servants, and representatives harmless from and against any and all liabilities, demands, suits, claims, losses, fines, causes of action, costs, damages, expenses, or judgments arising by reason of the injury or death of any person or damage to any property, or other damages, including all reasonable costs of investigation and defense thereof (including, but not limited to, attorney's fees, court costs and expert fees) arising out of the acts or omissions of Consultant, Consultant's officers, employees, agents, contractors, subcontractors, suppliers, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death or damage is caused by the sole negligence of KCAB, its directors, officers or employees. Upon the filing of any claim with KCAB for damages arising out of incidents for which Consultant is required to hold KCAB harmless, then and in that event, KCAB or its agents or representatives shall give Consultant written notice of such claim. Upon receipt of such notice, Consultant is responsible for settling, compromising, or defending against ("handle") such claim. Consultant shall acknowledge receipt of the claim in writing within 30 days of its receipt. Within 60 days of receipt of the claim Consultant shall notify KCAB and the agent or representative giving such notice in writing of Consultant's intent to handle the claim. If Consultant does not respond within the 60 day period, then the Consultant is responsible for, and must promptly pay all costs and fees, including reasonable attorney's fees and expert's fees incurred by KCAB as a result of Consultant's failure to respond and handle the claim in accordance with the terms herein. KCAB has the right to defend against any such claim and if KCAB elects to do so, Consultant is responsible for KCAB's legal fees, costs, and expenses in addition to any resulting liability. Any final judgment rendered against KCAB for any cause for which Consultant is liable hereunder is conclusive against Consultant as to liability and amount, where the time for appeal therefrom has expired. The provisions of this paragraph survive the expiration or termination of this Contract.
- D. In addition to Consultant's undertaking, as hereinabove stated, and as a means of further protecting KCAB, its directors, officers, agents, servants, representatives, and employees, Consultant shall at all times during the term of this Contract carry insurance as hereinafter provided.
1. **Professional Liability Insurance:** The Consultant shall obtain and maintain continuously in effect at all times during the term hereof, at its sole cost and expense, professional liability insurance (errors and omissions) protecting Consultant from and against liability which may occur by reason of any errors, omissions, or negligent acts of its directors, officers, employees and agents in the performance of professional services under this Contract. Consultant shall ensure that said coverage shall be in a minimum amount of at least \$1,000,000 at all times. Coverage shall be maintained for a period of five (5) years after all services and work required under this Contract is completed by Consultant, or after the Consultant has left the job site, whichever shall last occur.
 2. **Commercial General Liability and Umbrella Liability Insurance:**
 - a. Consultant, at its expense, shall procure and maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL and/or umbrella insurance contains a general aggregate limit, it shall apply separately to operations under this Contract.
 - b. If Consultant performs work or services under this Contract on the aircraft ramps, taxiways, or runways of CVG, Consultant, at its expense, shall procure and maintain CGL and, if necessary, commercial umbrella insurance with a limit of not less than \$10,000,000 each occurrence. If such CGL and/or umbrella insurance contains a general aggregate limit, it shall apply separately to operations under this Contract.

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- c. If Consultant operates motor vehicles or mobile equipment unescorted on the aircraft ramps, taxiways, or runways of CVG, Consultant, at its expense, shall procure and maintain CGL and, if necessary, commercial umbrella insurance with a limit of not less than \$10,000,000 each occurrence. If such CGL and/or umbrella insurance contains a general aggregate limit, it shall apply separately to operations under this Contract.
- d. CGL insurance must be written on Insurance Services Office ("ISO") occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and include coverage arising from, but not limited to: premises, operations, contractors, subcontractors, consultants, products, completed operations, property damage, personal injury, death, advertising injury, and liability assumed under an insured contract.
3. Automobile and Umbrella Liability Insurance:
- a. If Consultant uses motor vehicles at CVG, Consultant shall, at its expense, procure and maintain automobile liability insurance and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each accident. Such insurance must cover liability arising out of any auto (including owned, hired and non-owned autos) while at CVG. Automobile liability insurance must be written on ISO form CA 00 01, CA 00 12, CA 00 20 (or a substitute form providing equivalent coverage).
- b. If Consultant performs work or services under this Contract on the aircraft ramps, taxiways, or runways of CVG, Consultant, at its expense, shall procure and maintain automobile liability insurance and, if necessary, commercial umbrella insurance with a limit of not less than \$10,000,000 each accident. If necessary, the policy must be endorsed to provide contractual liability coverage equivalent to that provided in CA 00 01.
- c. If Consultant operates motor vehicles unescorted on the aircraft ramps, taxiways, or runways of CVG, Consultant, at its expense, shall procure and maintain automobile liability insurance and, if necessary, commercial umbrella insurance with a limit of not less than \$10,000,000 each accident. If necessary, the policy must be endorsed to provide contractual liability coverage equivalent to that provided in CA 00 01.
4. Workers' Compensation and Employer's Liability Coverage: Consultant shall, at its expense, procure and maintain a Kentucky workers' compensation insurance policy. Consultant shall, at its expense, procure and maintain an employer's liability insurance policy if required under the laws of the Commonwealth of Kentucky and if required the commercial umbrella and/or employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.
5. Unemployment Insurance: Consultant, at its expense, shall procure and maintain statutory unemployment insurance protection for all its employees.
6. Consultant agrees that the required insurance is not intended to limit the Consultant's liability in the event the Consultant is deemed to be negligent in causing bodily injury or property damage during the course of its operation under this Contract.
- E. Additional Insured: Consultant shall include the Kenton County Airport Board as an insured under the CGL, using ISO additional insured endorsements CG 20 10 and CG 20 37 or substitute form providing equivalent coverage, and under the commercial umbrella, if any. This insurance applies as primary insurance with respect to any other insurance or self-insurance programs afforded to the Kenton County Airport Board. There may be no endorsements or modifications of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro-rata, that policy shall be endorsed to be primary with respect to the Kenton County Airport Board as additional insured. Consultant shall also include the Kenton County Airport Board as an insured under the commercial auto policy, using ISO designated insured endorsement CA 20 48. KCAB is not liable for any premiums charged for such coverage, and the inclusion of KCAB as additional insured is not intended to and does not make KCAB a partner or joint venture with Consultant in Consultant's operations at CVG.
- F. Cross Liability Coverage: Consultant agrees that all insurance policies contain cross liability coverage as provided under standard ISO forms' separation of insured clause.
- G. Subcontractors: Consultant shall cause each subcontractor to purchase and maintain insurance of the type specified under this Contract and cause each subcontractor to include the Kenton County Airport Board as an insured according to Paragraph E. Additional Insured. When requested by KCAB, Consultant shall furnish copies of certificates of insurance coverage for each subcontractor.
- H. Right to Amend Insurance: KCAB has the right to change the insurance coverage and the insurance limits required of the Consultant when it is determined to be necessary by KCAB; provided that KCAB shall provide Consultant with thirty (30) days advance notice. KCAB is not responsible for any increased costs associated therewith.
- I. Proof of Insurance: Prior to execution of the Contract, Consultant shall furnish KCAB with certificates evidencing existence of valid policies of insurance with the coverages specified, including evidence of Kentucky worker's compensation insurance, and naming KCAB additional insured. These certificates must state that the coverages may not be amended so as to decrease the protection below the limits specified herein or be subject to cancellation without at least thirty (30) calendar days' advance written notice to KCAB. A renewal policy or renewal certificate must be delivered to KCAB's Risk Manager at least thirty (30) calendar days prior to a policy's expiration date, except for any policy expiring on or after the expiration date of this Contract.
- J. Failure to Maintain Insurance: In the event Consultant shall at any time fail to have in effect the insurance required under the provisions of this Contract, upon written notice to the Consultant of its intention to do so, KCAB has the right (but not the obligation) to secure the insurance required hereunder at the cost and expense of the Consultant. In the event Consultant shall at any time fail to furnish KCAB with the certificate or certificates required hereunder, KCAB may, at any time, after fifteen (15) calendar days' written notice to Consultant of its intention to do so, secure the required certificate or certificates at the cost of the Consultant. Consultant agrees to reimburse KCAB for the costs thereof plus fifteen percent (15%) for administrative overhead. This is without prejudice to any other right KCAB may have in law or equity, including the right to terminate this Contract.
- K. Primary Insurance: Consultant's insurance must be primary and non-contributory with respect to any other insurance available to or for the benefit of KCAB. Any KCAB insurance or self-insured retention is considered excess insurance only. Consultant's insurance policies must contain a severability of interest clause.

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- L. KCAB Review of Insurance: All policies required hereunder must be satisfactory to KCAB including the quality of the insurer, deductible, or retentions. By requiring insurance herein, KCAB does not represent that coverage and limits will necessarily be adequate to protect Consultant, and such coverage limits are not a limitation on Consultant's liability under the indemnities granted to KCAB under this Contract. Failure of KCAB to demand such certificates or other evidence of full compliance with these insurance requirements or failure of KCAB to identify a deficiency from evidence that is provided is not considered to be a waiver of Consultant's or its subcontractors' obligation to maintain such insurance.
- M. Prohibiting Consultant's Access: KCAB has the right, but not the obligation, of prohibiting Consultant from entering the project site until such certificates or other evidence of insurance has been placed in complete compliance with these requirements and approved by KCAB.

STANDARD OF CARE

Consultant warrants that all services performed under this Contract will be performed according to the terms and covenants of this Contract and with Exhibit "A". Consultant will perform such services consistent with the level of care and skill ordinarily exercised by other Consultants in their industry under similar circumstances at the time the services are performed. Consultant agrees to exercise due and proper care in the hiring of persons skilled in or capable of the performance of the services provided for hereunder. Consultant agrees and acknowledges that each such employee may be subject to a 10-year background check, a fingerprint based criminal history check, and/or a threat assessment, as set forth in the Rules and Regulations or as otherwise determined by KCAB.

Consultant further agrees that it shall advise each of its employees of any and all safety and health requirements relating to the services to be performed hereunder or the use of equipment or materials in connection with such services, including, without limitation, the safety and health requirements imposed by or promulgated under the 1970 Williams-Steiger Occupational Health Act (OSHA).

AUDITS

KCAB has the right, at reasonable times, to examine, copy, and audit all Consultant books and records related to this Contract. The Consultant shall make its books and records available for audit by KCAB, at reasonable times, and will cooperate with any KCAB audit of these records. Consultant shall transport the necessary books or records to a location at CVG for inspection, copying or audit, if requested by KCAB. At its discretion, KCAB may perform the audit at the location where the Consultant's books or records are located. Consultant agrees to retain all books and records of business conducted under this Contract for three (3) years after the end of the contract year to which the books and records pertain.

NO PERSONAL LIABILITY

No director, officer, or employee of KCAB shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract.

CLAIMS FOR CHANGED CONDITIONS

During the term of this Contract, the facts, conditions and/or data relating to the work and services provided for hereunder may dictate a change, which may alter the scope of the services set forth herein. In the event there are changes that would decrease the need for the work and services required of the Consultant under this Contract, KCAB and Consultant shall adjust the terms of this Contract as mutually agreed by the parties. In the event there are changes that would increase the need for work and services required under this Contract, the parties shall mutually agree to the terms thereof. Any claim for additional work or services made by Consultant due shall be presented by the Consultant in writing to KCAB before any work shall commence. If such notification is not given and KCAB is not afforded a strict accounting of actual cost, then Consultant hereby agrees to waive any claim for its extra compensation. Notice by Consultant to KCAB and the fact that KCAB has kept account of the costs both as provided herein shall not in any way be construed as proving the validity of any claim for additional compensation. Consultant shall not be required to undertake work under changed conditions without prior written contract or authorization by KCAB for extra compensation attributable to the changed conditions.

INTEREST OF KCAB

No director, officer, or employee of KCAB who exercises any function or responsibilities in review of or approval of the work or services to be provided by Consultant under this Contract shall (i) participate in any decision relating to this Contract which affects such individual's personal interest or the interest of any corporation, partnership or association in which such individual is, directly or indirectly, interested or (ii) have any interest, directly or indirectly, in this Contract or the proceeds thereof.

INTEREST OF CONSULTANT

Consultant covenants that it presently has no financial interest and may not acquire any financial interest, directly or indirectly, which would conflict in any manner or degree with its performance under this Contract. Consultant further covenants that in the performance of this Contract no person having such interest may be employed.

OWNERSHIP OF DOCUMENTS

All reports, work papers, exhibits, data and other documents prepared under this Contract by Consultant shall be the exclusive property of KCAB. Consultant shall keep any work product prepared by it and/or any of its subcontractors, pursuant to this Contract, including, but not limited to, reports, work papers, exhibits and any information, reports or data which may be given to or assembled by Consultant pursuant to the terms of this Contract strictly confidential and Consultant shall not make such information available to or disclose such information to any individual or organization without the prior written approval of KCAB.

CONFIDENTIAL INFORMATION

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Any documents provided to the Consultant by KCAB pursuant to this Contract, including but not limited to personal information reports, surveys, calculations, plans, maps, estimates, and other work product including any exhibits thereto, and any information, reports or data which may be given to or assembled by Consultant pursuant to the terms of this Contract, shall be kept strictly confidential, and shall not be made available or disclosed to any individual or organization by Consultant without the prior written approval of KCAB.

USE OF LOGO/MARKS

Consultant may not use the name, logo or design, of the Cincinnati/Northern Kentucky International Airport, the Kenton County Airport Board, CVG, or any trademark or service mark utilized by KCAB; nor use any photograph or video of the Cincinnati/Northern Kentucky International Airport, its property, or its facilities without the express written consent of KCAB. Consultant shall submit any proposed use of the above media material to KCAB for approval prior to the publication or public use of the material. KCAB, in its sole discretion, may grant or withhold consent to use the above media material and shall provide a response granting or withholding consent to the Consultant within thirty (30) days of receiving the proposed media material from the Consultant.

GOVERNMENT CLAUSES

A. **Equal Employment Opportunity.** During the performance of this Contract, the Consultant agrees to comply with all Federal, state and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR 60-1.4, 60-250.4, 60-300.5(a), 60-741.4, and 60.741.5(a), which equal opportunity clauses are hereby incorporated by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Notification is hereby given that compliance with these clauses may require you to file annually certain reports (e.g. the EEO-1 Report and the VETS-100 Report) with the Federal government and may require you to develop written Affirmative Action Programs for Women and Minorities, Covered Veterans and/or Persons with Disabilities.

B. **Civil Rights Act of 1964, Title VI-49 CFR Part 21.**

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

1. **Compliance with regulations.** Consultant shall comply with regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (Regulations) which are herein incorporated by reference and made a part of this Contract.
2. **Non-discrimination.** Consultant, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, gender, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers the program set forth in Appendix B of the Regulations.
3. **Solicitations for subcontractors, including procurements of materials and equipments.** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of its obligations under this Contract and the Regulations relative to non-discrimination on the grounds of race, gender, color or national origin.
4. **Information and reports.** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by KCAB or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to KCAB or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for non-compliance.** In the event of Consultant's non-compliance with the non-discrimination provisions of this Contract, KCAB shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to Consultant under the Contract until Consultant complies, and/or
 - b. cancellation, termination or suspension of the Contract in whole or in part.
6. **Incorporation of provisions.** Consultant shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as KCAB or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event Consultant becomes involved in or is threatened with, litigation with a subcontractor or a supplier as a result of such direction, Consultant may request KCAB to enter into such litigation to protect the interest of KCAB and, in addition, Consultant may request the United States to enter into such litigation to protect the interest of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") 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 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

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- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (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 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which 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. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

C. Disadvantaged Business Enterprise Policy.

1. Policy. It is the policy of the United States DOT that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 may apply to this Contract.
2. DBE Obligation. The Consultant and its subcontractors, successors and assigns agree to insure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Consultant and its subcontractors, successors and assigns shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to insure that DBEs have the maximum opportunity to compete for and perform contracts. The Consultant, its subcontractors, successors and assigns, shall not discriminate on the basis of race, color, national origin, gender, physical disability or veteran's status in the award and performance of DOT assisted contracts. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCAB deems appropriate.

D. Airport and Airway Improvement Act of 1982, Section 520, General Civil Rights Provisions. Consultant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, gender, age or physical disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates Consultant, its subcontractors, successors or assignees for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or an interest therein or structures or improvements thereon. In these cases, the provision obligates the Consultant, its subcontractors, successors and assigns for the longer of the following periods:

1. the period during which the property is being used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or,
2. the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period to the completion of the contract.

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

F. Occupational Safety and Health Act of 1970. This Contract incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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MISCELLANEOUS

A. Notices. All notices, requests, demands or other communications hereunder shall be in writing unless otherwise noted and shall be deemed to have been duly given if delivered in person, or deposited in the United States mail, postage prepaid, certified, with return receipt requested to KCAB at Cincinnati/Northern Kentucky International Airport, P. O. Box 752000, Cincinnati, Ohio 45275-2000 or to Consultant at address provided above. Either party hereto may change the address at which it receives written notice by so notifying the other party hereto in writing.

B. Captions. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Contract and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

C. Severability. In the event that any covenant, condition or provision herein contained is held to be invalid by any Court of competent jurisdiction, the invalidity of any such covenant, condition or provision herein contained will not affect the validity of any other covenant, condition or provision; provided that the validity of any such covenant, condition or provision does not materially prejudice either KCAB or Consultant in its prospective rights and obligations contained in the valid covenants, conditions or provisions of this Contract.

D. Agent for Service of Process. It is expressly understood and agreed that if the Consultant is not a resident of the Commonwealth of Kentucky, or is an association or partnership without a member or partner who is a resident of said Commonwealth, or is a foreign corporation, the Consultant will appoint an agent for service of process in the Commonwealth of Kentucky. In the event of any failure on the part of said agent, or the inability of said agent to perform or the Consultant's failure to appoint an agent when required, the Consultant does hereby designate the Secretary of State, Commonwealth of Kentucky, its agent for the purpose of service of process in any Court action between it and KCAB arising out of or based upon this Contract, and the service shall be made as provided by the laws of the Commonwealth of Kentucky for service upon a non-resident.

E. Incorporation of Attachments. All Attachments referred to in this Contract are intended to be and hereby are specifically made a part of this Contract.

F. Incorporation of Required Provisions. Consultant agrees to incorporate into the Contract, any and all provisions, assurances, statutes, rules and regulations which may now or during the term of this Contract be required by the FAA or other governmental agency as a prerequisite to or a condition of KCAB and/or Consultant receiving any federal or state grant or loan or other governmental assistance. Consultant further agrees to execute all certifications and/or documents required by the FAA, or other governmental agency, to assure compliance with the foregoing, or that may be a prerequisite to or a condition of KCAB and/or Consultant receiving any federal or state grant or loan or other governmental assistance. In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Contract as a condition precedent to the granting of the funds for the improvement of CVG, or otherwise, Consultant agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Contract as may be reasonably required.

G. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating a relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto. The parties shall understand and agree to the method of computation of compensation contained herein or any acts of the parties hereto creates a relationship other than the relationship as Consultant as a contractor of KCAB.

H. Amendment. This Contract may not be amended and/or modified unless such amendment and/or modification is in writing and signed by both parties to this Contract.

I. Waiver of Rights by KCAB. Neither any failure nor any delay on the part of KCAB in exercising any rights, power or privilege hereunder, or under any document or instrument delivered or executed pursuant hereto, shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any right, power or privilege.

J. Successors and Assigns Bound. This Contract shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, where permitted by this Contract.

K. Joint Cooperation. The closest collaboration and cooperation shall be maintained by Consultant with representatives of KCAB and KCAB will be at all times entitled to be advised, at its request of the status of the work performed by Consultant and of the details thereof.

L. Representative of KCAB. The Chief Executive Officer, or his/her designee, shall be designated as the official representative of KCAB in all matters pertaining to this Contract and shall have the right and authority to act on behalf of KCAB with respect to all action required of KCAB in this Contract.

M. Contract Construction. The parties acknowledge that this Contract was reached through informed negotiation and that each party was represented by, or had access to, legal counsel. The parties therefore agree that neither KCAB nor Consultant shall be entitled to any preference in the construction of this Contract as both are deemed to be authors of this Contract.

N. Electronic Signatures and Delivery. The Parties consent to the use of both manual and electronic signatures to execute this Contract, and any subsequent amendments, extensions, change orders, or other agreements, to the same legal effect and extent as if entirely manually signed. Electronic delivery of any counterpart of this Contract is as effective and legally binding as physical delivery with all counterparts constituting one agreement.

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR QUALIFICATIONS
AIRFIELD PAVEMENT MANAGEMENT PROGRAM UPDATE
(#20-03 RFQ)**

ENTIRE AGREEMENT

The drafting, execution and delivery of this Contract by the parties have been induced by no representations, statements, warranties, or Contracts other than those expressed herein. This Contract including all attachments hereto embodies the entire understanding of the parties and there are no further Contracts or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein.

KENTON COUNTY AIRPORT BOARD

CONSULTANT

By:
Its: Chief Executive Officer

By: _____
Its: _____

Attest:

Secretary/ Treasurer