



# City of Palo Alto

## City Council Staff Report

(ID # 11348)

---

Report Type: Consent Calendar

Meeting Date: 6/22/2020

Summary Title: Approval of Airport Contracts and Budget Amendment

Title: Approval of Contract Number C21178189 With A. Teichert & Son Inc., dba Teichert Construction, in the Amount of \$13,873,053, Amendment Number 8 With C&S Engineers, Inc., Contract Number C15155208A, for the Airport Apron Reconstruction Phase III Capital Improvements Program Project AP-16000; and Approval of a Budget Amendment in Fiscal Year 2021 in the Airport Enterprise Fund

From: City Manager

Lead Department: Public Works

### Recommendation

Staff recommends that Council:

1. Approve and conditionally authorize the City Manager or his designee to execute contract C21178189 with A. Teichert & Son Inc., dba Teichert Construction (Attachment A), in an amount not to exceed \$13,873,053 for Phase III of the Airport Apron Reconstruction Capital Improvement Program Project (AP-16000);
2. Authorize the City Manager or his designee to negotiate and execute one or more change orders to the contract with A. Teichert & Son Inc., dba Teichert Construction, for related, additional, but unforeseen work that may develop during the project, the total value of which shall not exceed \$2,080,958;
3. Approve and conditionally authorize the City Manager or his designee to execute Amendment No. 8 to Contract No. C15155208A with C&S Engineers, Inc. (Attachment B), to increase compensation by \$1,379,863 to provide construction administration and management services related to Phase III of the Airport Apron Reconstruction Project (AP-16000), for a new total not-to-exceed amount of \$3,600,326; and
4. Amend the Fiscal Year 2021 Budget Appropriation for the Airport Enterprise Fund by:
  - a. Decreasing the revenue estimate from the Federal Government by \$1,069,787;
  - b. Decreasing the revenue estimate from the State of California by \$2,000,000;
  - c. Increasing the revenue estimate for Other Revenue by \$331,605;
  - d. Decreasing the contract services expenditure appropriation by \$2,445,890; and

- e. Decreasing the ending fund balance by \$292,352.

## **Executive Summary**

Since the transfer of operations of the Palo Alto Airport (PAO) from Santa Clara County in August 2014, the City of Palo Alto has been working with the Federal Aviation Administration (FAA) to rehabilitate and update PAO to current FAA standards. To meet FAA design standards, correct deficiencies, and ultimately improve airport safety, a multi-phase Airport Apron Reconstruction Project to design and reconstruct the PAO apron was established.

In support of completing the project sooner, the FAA is encouraging the reconstruction of more of the apron in this phase than originally planned and is willing to fund up to 100% of the eligible portions of the project through a reimbursable grant. With Council's approval, the last section of the apron will be reconstructed, including installation of conduit for future solar projects. Staff requests that Council approve the construction contract and amend the construction administration contract, and conditionally authorize the City Manager to sign the contract once the FAA grant is awarded at 100% of eligible project costs.

## **Background**

As a General Aviation Reliever Airport for three primary Bay Area airports, PAO is an important airport in the National Plan of Integrated Airport System (NPIAS), thereby qualifying for FAA airport improvement grant funding for capital improvements necessary for continued safe and efficient operation of an airport. As a result of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, the FAA committed to funding 100% of the eligible portions of the project. In accepting grant funding, PAO is required by law to meet grant assurances (Attachment C) and operate the airport in compliance with FAA requirements.

The Apron Reconstruction Project initially included four phases of construction. In support of completing the project sooner, the FAA has provided additional funding for Phase II and Phase III through reimbursable grants. Phase I was completed in June 2018, and Phase II was completed in June 2020. With Council's approval, Phase III will complete the Apron Reconstruction Project for the Airport eliminating the need for a Phase IV.

To provide on-call design services, construction administration, environmental studies, and planning functions required for FAA Airport Capital Improvement Program projects, PAO contracts with consultants C&S Engineers, Inc. On-call consultant services contracts that are compliant with FAA requirements are eligible for 100% reimbursement for this project.

To support operations and provide seed funding for capital improvement projects, the General Fund loaned PAO a total of \$3.1 million from Fiscal Year 2011 through 2018. In FY 2020, the Airport Fund began paying back the loan on a 15-year payment schedule.

## **Discussion**

### **Project Description**

This third and final phase of the Airport Apron Reconstruction Project will continue laying conduit for future solar installation and finish the reconstruction of the existing apron. The project includes add-alternate joint inspection and repairs to the 54" diameter outfall pipeline delivering final treated water from the Regional Water Quality Control Plant (RWQCP) to an unnamed slough at the San Francisco Bay. The current pipeline leakage into the soil is compromising the structural integrity of the apron. The work in this contract will seal the leaks to ensure the stability of the new pavement. These improvements are not eligible for FAA funding, and are funded by the RWQCP.

With approval, this phase will complete the Airport Apron Reconstruction Capital Improvement Program Project (AP-16000) bringing the apron to current FAA design standards, correcting deficiencies, and increasing airport safety.

#### Bid Process

On March 31, 2020, an invitation for bids (IFB) for the Airport Apron Reconstruction Phase III was posted on the City's eProcurement system, Planet Bids. The bidding period was 35 days. Bids were received from two contractors on May 5, 2020, as listed on the attached Summary (Attachment D).

#### Summary of Bid Process

Bid Name/Number	Apron Reconstruction Phase III/ IFB178189
Proposed Length of Project	250 days
Number of notices sent to Contractors and Builder's Exchanges via City's eProcurement system	708
Number of Bid Packages downloaded by Contractors	26
Number of Bid Packages downloaded by Builder's Exchanges	6
Total Days to Respond to Bid	35
Non-Mandatory Pre-Bid Meeting	Yes
Number of Company Attendees at Pre-Bid Meeting	8
Number of Bids Received:	2
Bid Price Range	\$13,873,053 to \$15,166,547

Staff has reviewed the bids submitted and recommends the Base Bid and all Alternates, totaling \$13,873,053 submitted by A. Teichert & Son, Inc be accepted, and A. Teichert & Son Inc. be declared the lowest responsible bidder. Bids were received during the COVID-19 Pandemic, which may account for the low bid coming in at approximately 11.2% less than the engineer's estimate of \$15,617,096. Staff is requesting approval of a 15% change order amount of \$2,080,958 for related additional, but unforeseen work that may develop during the project. This is an increase to the more standard 10% change order amount, due to the extensive

additional sub-grade treatment required in both Phase I and Phase II of the Apron Reconstruction Project. The additional costs associated with the 15% contingency amount are anticipated to be eligible for 100% FAA reimbursement.

The Base Bid and alternates 1 and 2 represent the reconstruction of the subgrade and pavement sections including the installation of conduit for future solar projects. Also included is the replacement of old infrastructure including water, sanitary sewer, and electrical. These portions of the project are eligible for 100% FAA funding. The total cost for the Base Bid and alternates 1 and 2 is \$14,190,219.

Alternates 3 and 4 include the portions of the project to investigate and repair leaks to the RWQCP 54" Outfall Pipe. The total cost of these alternates is \$1,060,875, and this expense is not FAA eligible. The leaking of this pipe has caused failures in the pavement. It is important to ensure the pipe is in good condition to protect the new pavement section above.

Alternate 5 includes the work to correct ponding areas adjacent to Taxiway Zulu. These ponding areas were created during Phase II of the Apron Reconstruction due to improper grade control. The total cost for this alternate is \$331,605 and this expense is not FAA eligible. The cost of this work will be paid by the Airport Fund and reimbursed by C&S Engineers, Inc.

Alternates 6 and 7 include providing future hangar door foundations to replace existing doors in the future when funding becomes available and providing a foundation for a temporary Airport terminal during construction. The temporary terminal will have a larger footprint than the existing terminal and will allow for greater social distancing during the current COVID-19 pandemic. The total cost for Alternates 6 and 7 is \$371,312.

Consultant services have been vital to the successful delivery of Airport Capital Improvement Program projects, providing on-call design services, construction administration, environmental studies, and planning functions. Staff reached out to C&S during the current economic times arising from the COVID-19 pandemic to negotiate the contract amendment, and C&S used rates lower than their 2020 Calendar Year rates for this amendment. Contract Amendment No. 8 with C&S Engineers, Inc. will increase compensation by \$1,379,863 for a total amount not to exceed \$3,600,326 for construction administration. This contract amendment will also increase the contract time by an additional year with the new expiration date of December 31, 2021. The FAA allows the contract to be extended past the initial 5-year duration if the project was initiated within the first 5 years of the contract. As the design engineer for this project, it is vital that C&S Engineers, Inc provide construction administration services for the last part of this project. FAA reimbursement for services under these amendments is anticipated to be 100%.

The contract with Teichert Construction is on the City's construction contract template, which permits the City to terminate without cause/for convenience by providing written notice to the contractor. In the event the City finds itself facing a challenging budget situation, and it is determined that City resources need to be refocused elsewhere, the City can terminate for

convenience. Other options include termination due to non-appropriation of funds or amending the contract to reduce the cost, for example, by reducing the scope of work.

### **Resource Impact**

Pending the City Council's adoption of the Fiscal Year 2021 Capital Budget there will be sufficient funding in the Airport Apron Reconstruction project (AP-16000) to award and amend the contracts necessary to complete Phase III of the project at a total cost of \$17,982,645. Additionally, this project is receiving 100% funding from the FAA for eligible project costs, which amount to \$16,218,853. Due to the FAA's timeline, it is important that the City approve these contracts before the new Fiscal Year to receive the 100% funding.

Upon approval of this report's recommendations, Staff will route the Grant for signature to secure the 100% funding for the eligible costs of this project. The contracts in this report will only be executed after the funding has been secured from the FAA, which is expected this summer. The Fiscal Year 2021 contract services expenditure appropriation as well as the Federal revenue estimate is recommended to be adjusted to reflect the contract bid coming in below the engineer's estimate.

The remaining portion of the project costs not covered by FAA funding (\$1,763,792) will be funded from several sources. In conjunction with the Wastewater Treatment Fund, repair of an outfall pipeline from the Wastewater Treatment Plant will be done while Phase III of the Airport Apron Reconstruction is underway. In the Wastewater Treatment Fund, \$1,060,875 is encumbered in the Plant Repair, Retrofit, and Equipment Replacement project (WQ-19002) for this work. As a result of improper grade control in Phase I of the construction, \$331,605 of the construction contract is for repairs, and this cost will be fully reimbursed by C&S. The remaining \$371,312 will be funded from fund balance in the Airport Fund.

As a result of the anticipated 100% funding of FAA eligible items, the Airport Enterprise Fund will not need to proceed with the \$2,000,000 State of California Department of Transportation loan to pay for the Airport's typical 10% matching grant funds.

Due to FAA processes, FAA grant funding for the construction contingency cannot be requested until an action to use contingency funds is exercised. Therefore, the current FAA grant application will not include these potential costs; however, staff will seek FAA approval for reimbursement prior to providing notices to proceed on change order requests.

### **Stakeholder Engagement**

Airport stakeholders have been involved since the beginning of design. Airport staff has engaged with the Palo Alto Airport Association and airport businesses to identify design and phasing of the Apron Reconstruction Project. Additionally, staff has continued engagement for Phase III work areas to ensure the least amount of impact to airport businesses during construction.

## Environmental Review

### National Environmental Policy Act

Based on FAA direction, C & S Engineers, Inc. prepared documentation necessary to comply with National Environmental Policy Act (NEPA) requirements for the proposed apron rehabilitation project at the Palo Alto Airport (PAO). As a project that involves only the rehabilitation and minor expansion of existing facilities it qualified as a categorical exclusion (CATEX) under FAA Order 1050.1F Environmental Impacts: Policies and Procedures. At the request of the FAA, two separate CATEX forms were submitted for review. The initial CATEX form, which only focused on the rehabilitation of the existing pavement and ancillary facilities, was approved in January 2017. A second CATEX form was submitted for the minor apron expansion only. The CATEX was approved by the FAA in April 2017. The NEPA findings were adopted in [CMR 8127](#).

### California Environmental Quality Act

Environmental Assessment: Exempt from the Provisions of the California Environmental Quality Act (CEQA) per Guideline Section 15302 (Replacement or Reconstruction)

The subject project has been assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the environmental regulations of the City. Specifically, the project is categorically exempt from the provisions of CEQA per Section 15301 (Existing Facilities). See the Notice of Exemption included in Attachment E, which was filed with the County following Minor Architectural Review approval of the project.

## Policy Implications

Authorization of this project does not represent a change in existing policies.

### Attachments:

- Attachment A Construction Contract DRAFT
- Attachment B - CS Engineers Inc. - Amendment No. 8
- Attachment C FAA Grant Assurances
- Attachment D Bid Summary
- Attachment E CEQA CATEX



CITY OF  
**PALO  
ALTO**

## **CONSTRUCTION CONTRACT**

**Contract No. C21178189**

**City of Palo Alto**

**Apron Reconstruction Phase III Project**

# **CONSTRUCTION CONTRACT**

## **TABLE OF CONTENTS**

<b>SECTION 1 INCORPORATION OF RECITALS AND DEFINITIONS.....</b>	<b>6</b>
1.1 Recitals.....	6
1.2 Definitions.....	6
<b>SECTION 2 THE PROJECT.....</b>	<b>6</b>
<b>SECTION 3 THE CONTRACT DOCUMENTS.....</b>	<b>7</b>
3.1 List of Documents.....	7
3.2 Order of Precedence.....	7
<b>SECTION 4 CONTRACTOR’S DUTY.....</b>	<b>7</b>
4.1 Contractor's Duties.....	8
<b>SECTION 5 PROJECT TEAM.....</b>	<b>8</b>
5.1 Contractor's Co-operation.....	8
<b>SECTION 6 TIME OF COMPLETION.....</b>	<b>8</b>
6.1 Time Is of Essence.....	8
6.2 Commencement of Work.....	8
6.3 Contract Time.....	8
6.4 Liquidated Damages.....	8
6.4.1 Other Remedies.....	9
6.5 Adjustments to Contract Time.....	9
<b>SECTION 7 COMPENSATION TO CONTRACTOR.....</b>	<b>9</b>
7.1 Contract Sum.....	9
7.2 Full Compensation.....	9
<b>SECTION 8 STANDARD OF CARE.....</b>	<b>9</b>
8.1 Standard of Care.....	9
<b>SECTION 9 INDEMNIFICATION.....</b>	<b>10</b>
9.1 Hold Harmless.....	10
9.2 Survival.....	10
<b>SECTION 10 NON-DISCRIMINATION.....</b>	<b>10</b>
10.1 Municipal Code Requirement.....	10
<b>SECTION 11 INSURANCE AND BONDS.....</b>	<b>10</b>



11.1 Evidence of Coverage.....	10
<b>SECTION 12 PROHIBITION AGAINST TRANSFERS.....</b>	<b>11</b>
12.1 Assignment.....	11
12.2 Assignment by Law.....	11
<b>SECTION 13 NOTICES .....</b>	<b>11</b>
13.1 Method of Notice .....	11
13.2 Notice Recipients .....	11
13.3 Change of Address.....	12
<b>SECTION 14 DEFAULT.....</b>	<b>12</b>
14.1 Notice of Default.....	12
14.2 Opportunity to Cure Default.....	12
<b>SECTION 15 CITY'S RIGHTS AND REMEDIES.....</b>	<b>13</b>
15.1 Remedies Upon Default.....	13
15.1.1 Delete Certain Services.....	13
15.1.2 Perform and Withhold.....	13
15.1.3 Suspend The Construction Contract.....	13
15.1.4 Terminate the Construction Contract for Default.....	13
15.1.5 Invoke the Performance Bond.....	13
15.1.6 Additional Provisions.....	13
15.2 Delays by Sureties.....	13
15.3 Damages to City.....	14
15.3.1 For Contractor's Default.....	14
15.3.2 Compensation for Losses.....	14
15.4 Suspension by City.....	14
15.4.1 Suspension for Convenience.....	14
15.4.2 Suspension for Cause.....	14
15.5 Termination Without Cause.....	14
15.5.1 Compensation.....	15
15.5.2 Subcontractors.....	15
15.6 Contractor's Duties Upon Termination.....	15
<b>SECTION 16 CONTRACTOR'S RIGHTS AND REMEDIES.....</b>	<b>16</b>
16.1 Contractor's Remedies.....	16

16.1.1 For Work Stoppage.....	16
16.1.2 For City's Non-Payment.....	16
16.2 Damages to Contractor.....	16
SECTION 17 ACCOUNTING RECORDS.....	16
17.1 Financial Management and City Access.....	16
17.2 Compliance with City Requests.....	17
SECTION 18 INDEPENDENT PARTIES.....	17
18.1 Status of Parties.....	17
SECTION 19 NUISANCE.....	17
19.1 Nuisance Prohibited.....	17
SECTION 20 PERMITS AND LICENSES.....	17
20.1 Payment of Fees.....	17
SECTION 21 WAIVER.....	17
21.1 Waiver.....	17
SECTION 22 GOVERNING LAW AND VENUE; COMPLIANCE WITH LAWS.....	18
22.1 Governing Law.....	18
22.2 Compliance with Laws.....	18
22.2.1 Palo Alto Minimum Wage Ordinance.....	18
SECTION 23 COMPLETE AGREEMENT.....	18
23.1 Integration.....	18
SECTION 24 SURVIVAL OF CONTRACT.....	18
24.1 Survival of Provisions.....	18
SECTION 25 PREVAILING WAGES.....	18
SECTION 26 NON-APPROPRIATION.....	19
26.1 Appropriation.....	19
SECTION 27 AUTHORITY.....	19
27.1 Representation of Parties.....	19
SECTION 28 COUNTERPARTS.....	19
28.1 Multiple Counterparts.....	19
SECTION 29 SEVERABILITY.....	19
29.1 Severability.....	19
SECTION 30 STATUTORY AND REGULATORY REFERENCES .....	19

30.1 Amendments of Laws.....	19
SECTION 31 WORKERS' COMPENSATION CERTIFICATION.....	19
31.1 Workers Compensation.....	19
SECTION 32 DIR REGISTRATION AND OTHER SB 854 REQUIREMENTS.....	20
32.1 General Notice to Contractor.....	20
32.2 Labor Code section 1771.1(a).....	20
32.3 DIR Registration Required.....	20
32.4 Posting of Job Site Notices.....	20
32.5 Payroll Records.....	20

## **CONSTRUCTION CONTRACT**

THIS CONSTRUCTION CONTRACT entered into on June 22, 2020 ("Execution Date") by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("City"), and A. TEICHERT & SON, INC. dba TEICHERT CONSTRUCTION ("Contractor"), is made with reference to the following:

### **RECITALS:**

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. Contractor is a Corporation duly organized and in good standing in the State of California, Contractor's License Number 8 and Department of Industrial Relations Registration Number 1000002575. Contractor represents that it is duly licensed by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Construction Contract.
- C. On March 31, 2020, City issued an Invitation for Bids (IFB) to contractors for the Apron Reconstruction Phase III ("Project"). In response to the IFB, Contractor submitted a Bid.
- D. City and Contractor desire to enter into this Construction Contract for the Project, and other services as identified in the Contract Documents for the Project upon the following terms and conditions.

NOW THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and between the undersigned parties as follows:

### **SECTION 1      INCORPORATION OF RECITALS AND DEFINITIONS.**

#### **1.1      Recitals.**

All of the recitals are incorporated herein by reference.

#### **1.2      Definitions.**

Capitalized terms shall have the meanings set forth in this Construction Contract and/or in the General Conditions. If there is a conflict between the definitions in this Construction Contract and in the General Conditions, the definitions in this Construction Contract shall prevail.

### **SECTION 2      THE PROJECT.**

The Project is the Apron Reconstruction Phase III Project, located at 1925 Embarcadero Road, Palo Alto, CA 94303 ("Project").

## **SECTION 3      THE CONTRACT DOCUMENTS.**

### **3.1      List of Documents.**

The Contract Documents (sometimes collectively referred to as “Agreement” or “Bid Documents”) consist of the following documents which are on file with the Purchasing Division and are hereby incorporated by reference.

- 1) Change Orders
- 2) Field Orders
- 3) Contract
- 4) Bidding Addenda
- 5) Special Provisions
- 6) General Conditions
- 7) Project Plans and Drawings
- 8) Technical Specifications
- 9) Instructions to Bidders
- 10) Invitation for Bids
- 11) Contractor's Bid/Non-Collusion Declaration
- 12) Reports listed in the Contract Documents
- 13) Public Works Department’s Standard Drawings and Specifications (most current version at time of Bid)
- 14) Utilities Department’s Water, Gas, Wastewater, Electric Utilities Standards (most current version at time of Bid)
- 15) City of Palo Alto Traffic Control Requirements
- 16) City of Palo Alto Truck Route Map and Regulations
- 17) Notice Inviting Pre-Qualification Statements, Pre-Qualification Statement, and Pre-Qualification Checklist (if applicable)
- 18) Performance and Payment Bonds

### **3.2      Order of Precedence.**

For the purposes of construing, interpreting and resolving inconsistencies between and among the provisions of this Contract, the Contract Documents shall have the order of precedence as set forth in the preceding subsection. If a claimed inconsistency cannot be resolved through the order of precedence, the City shall have the sole power to decide which document or provision shall govern as may be in the best interests of the City. Notwithstanding the foregoing, in the event of a conflict between and among the

provisions of the Contract Documents, in which a provision is, or provisions are, required by Federal, State or Local law or regulation, the City shall apply the rules of preemption to determine which provision or provisions control.

#### **SECTION 4      CONTRACTOR'S DUTY.**

##### **4.1      Contractor's Duties**

Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents, all of which are fully incorporated herein. Contractor shall provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including, but not limited to, provision of all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor also agrees to use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

#### **SECTION 5      PROJECT TEAM.**

##### **5.1      Contractor's Co-operation.**

In addition to Contractor, City has retained, or may retain, consultants and contractors to provide professional and technical consultation for the design and construction of the Project. The Contract requires that Contractor operate efficiently, effectively and cooperatively with City as well as all other members of the Project Team and other contractors retained by City to construct other portions of the Project.

#### **SECTION 6      TIME OF COMPLETION.**

##### **6.1      Time Is of Essence.**

Time is of the essence with respect to all time limits set forth in the Contract Documents.

##### **6.2      Commencement of Work.**

Contractor shall commence the Work on the date specified in City's Notice to Proceed.

##### **6.3      Contract Time.**

Work hereunder shall begin on the date specified on the City's Notice to Proceed and shall be completed

☐ not later than .

☒ within Two Hundred Fifty Days (250) for Base Bid, Bid Alt #1, Bid Alt #2, Bid Alt #3, Bid Alt #4, Bid Alt #5, Bid Alt #6, and Bid Alt #7 after the commencement date specified in City's Notice to Proceed.

By executing this Construction Contract, Contractor expressly waives any claim for delayed early completion.

##### **6.4      Liquidated Damages.**

Pursuant to Government Code Section 53069.85, if Contractor fails to achieve Substantial Completion of the entire Work within the Contract Time, including any approved extensions thereto, City may assess liquidated damages on a daily basis for each day of Unexcused Delay in achieving Substantial Completion, based on the amount of Two Thousand dollars (\$2,000) per day, or as otherwise specified in the Special Provisions.

Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents, regardless of impact on the time for achieving Substantial Completion. The assessment of liquidated damages is not a penalty but considered to be a reasonable estimate of the amount of damages City will suffer by delay in completion of the Work. The City is entitled to setoff the amount of liquidated damages assessed against any payments otherwise due to Contractor, including, but not limited to, setoff against release of retention. If the total amount of liquidated damages assessed exceeds the amount of unreleased retention, City is entitled to recover the balance from Contractor or its sureties. Occupancy or use of the Project in whole or in part prior to Substantial Completion, shall not operate as a waiver of City's right to assess liquidated damages.

**6.4.1 Other Remedies.** City is entitled to any and all available legal and equitable remedies City may have where City's Losses are caused by any reason other than Contractor's failure to achieve Substantial Completion of the entire Work within the Contract Time.

## **6.5 Adjustments to Contract Time.**

The Contract Time may only be adjusted for time extensions approved by City and memorialized in a Change Order approved in accordance with the requirements of the Contract Documents.

## **SECTION 7 COMPENSATION TO CONTRACTOR.**

### **7.1 Contract Sum.**

Contractor shall be compensated for satisfactory completion of the Work in compliance with the Contract Documents the Contract Sum of Thirteen Million Eight Hundred Seventy-Three Thousand Fifty Three Dollars (\$13,873,053.00).

☒ [This amount includes the Base Bid and Additive Alternates # 1, #2, #3, #4, #5, #6, and #7.]

### **7.2 Full Compensation.**

The Contract Sum shall be full compensation to Contractor for all Work provided by Contractor and, except as otherwise expressly permitted by the terms of the Contract Documents, shall cover all Losses arising out of the nature of the Work or from the acts of the elements or any unforeseen difficulties or obstructions which may arise or be encountered in performance of the Work until its Acceptance by City, all risks connected with the Work, and any and all expenses incurred due to suspension or discontinuance of the Work, except as expressly provided herein. The Contract Sum may only be adjusted for Change Orders approved in accordance with the requirements of the Contract Documents.

## **SECTION 8 STANDARD OF CARE.**

### **8.1 Standard of Care.**

Contractor agrees that the Work shall be performed by qualified, experienced and well-supervised personnel. All services performed in connection with this Construction Contract shall be performed in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope and complexity of the Project.

## **SECTION 9      INDEMNIFICATION.**

### **9.1      Hold Harmless.**

To the fullest extent allowed by law, Contractor will defend, indemnify, and hold harmless City, its City Council, boards and commissions, officers, agents, employees, representatives and volunteers (hereinafter individually referred to as an "Indemnatee" and collectively referred to as "Indemnitees"), through legal counsel acceptable to City, from and against any and liability, loss, damage, claims, expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in performing the Work or its failure to comply with any of its obligations under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnatee. Contractor shall pay City for any costs City incurs to enforce this provision. Except as provided in Section 9.2 below, nothing in the Contract Documents shall be construed to give rise to any implied right of indemnity in favor of Contractor against City or any other Indemnatee.

Pursuant to Public Contract Code Section 9201, City shall timely notify Contractor upon receipt of any third-party claim relating to the Contract.

### **9.2      Survival.**

The provisions of Section 9 shall survive the termination of this Construction Contract.

## **SECTION 10      NON-DISCRIMINATION.**

### **10.1      Municipal Code Requirement.**

As set forth in Palo Alto Municipal Code section 2.30.510, Contractor certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. Contractor acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and will comply with all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

## **SECTION 11      INSURANCE AND BONDS.**

### **11.1      Evidence of coverage.**

Within ten (10) business days following issuance of the Notice of Award, Contractor shall provide City with evidence that it has obtained insurance and shall submit Performance and Payment Bonds satisfying all requirements in Article 11 of the General Conditions.



## **SECTION 12      PROHIBITION AGAINST TRANSFERS.**

### **12.1      Assignment.**

City is entering into this Construction Contract in reliance upon the stated experience and qualifications of the Contractor and its Subcontractors set forth in Contractor's Bid. Accordingly, Contractor shall not assign, hypothecate or transfer this Construction Contract or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City. Any assignment, hypothecation or transfer without said consent shall be null and void, and shall be deemed a substantial breach of contract and grounds for default in addition to any other legal or equitable remedy available to the City.

### **12.2      Assignment by Law.**

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor or of any general partner or joint venturer or syndicate member of Contractor, if the Contractor is a partnership or joint venture or syndicate or co-tenancy shall result in changing the control of Contractor, shall be construed as an assignment of this Construction Contract. Control means more than fifty percent (50%) of the voting power of the corporation or other entity.

## **SECTION 13      NOTICES.**

### **13.1      Method of Notice.**

All notices, demands, requests or approvals to be given under this Construction Contract shall be given in writing and shall be deemed served on the earlier of the following:

- (i) On the date delivered if delivered personally;
- (ii) On the third business day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided;
- (iii) On the date sent if sent by facsimile transmission;
- (iv) On the date sent if delivered by electronic mail; or
- (v) On the date it is accepted or rejected if sent by certified mail.

### **13.2      Notice to Recipients.**

All notices, demands or requests (including, without limitation, Change Order Requests and Claims) from Contractor to City shall include the Project name and the number of this Construction Contract and shall be addressed to City at:

To City:                      City of Palo Alto  
City Clerk  
250 Hamilton Avenue  
P.O. Box 10250  
Palo Alto, CA 94303

Copy to: ☒                      City of Palo Alto  
Public Works Administration, Airport Division  
1925 Embarcadero Road  
Palo Alto, CA 94303  
Attn: Michael Luetgens

AND

C&S Engineers, Inc.  
8950 Cal Center Drive, Suite 102  
Sacramento, CA 95826  
Attn: Teddy D. Ramil, PE

In addition, copies of all Claims by Contractor under this Construction Contract shall be provided to the following:

Palo Alto City Attorney's Office  
250 Hamilton Avenue  
P.O. Box 10250  
Palo Alto, California 94303

All Claims shall be sent by registered mail or certified mail with return receipt requested.

All notices, demands, requests or approvals from City to Contractor shall be addressed to:

A. Teichert & Son, Inc. dba Teichert Construction  
5200 Franklin Dr, Ste 115  
Pleasanton, CA 94588  
Attn: Francis Johnson

### **13.3 Change of Address.**

In advance of any change of address, Contractor shall notify City of the change of address in writing. Each party may, by written notice only, add, delete or replace any individuals to whom and addresses to which notice shall be provided.

## **SECTION 14 DEFAULT.**

### **14.1 Notice of Default.**

In the event that City determines, in its sole discretion, that Contractor has failed or refused to perform any of the obligations set forth in the Contract Documents, or is in breach of any provision of the Contract Documents, City may give written notice of default to Contractor in the manner specified for the giving of notices in the Construction Contract, with a copy to Contractor's performance bond surety.

### **14.2 Opportunity to Cure Default.**

Except for emergencies, Contractor shall cure any default in performance of its obligations under the Contract Documents within two (2) Days (or such shorter time as City may reasonably require) after receipt of written notice. However, if the breach cannot be reasonably cured within such time, Contractor will commence to cure the breach within two (2) Days (or such shorter time as City may reasonably require) and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) Days after receipt of such written notice.

## **SECTION 15 CITY'S RIGHTS AND REMEDIES.**

### **15.1 Remedies Upon Default.**

If Contractor fails to cure any default of this Construction Contract within the time period set forth above in Section 14, then City may pursue any remedies available under law or equity, including, without limitation, the following:

**15.1.1 Delete Certain Services.** City may, without terminating the Construction Contract, delete certain portions of the Work, reserving to itself all rights to Losses related thereto.

**15.1.2 Perform and Withhold.** City may, without terminating the Construction Contract, engage others to perform the Work or portion of the Work that has not been adequately performed by Contractor and withhold the cost thereof to City from future payments to Contractor, reserving to itself all rights to Losses related thereto.

**15.1.3 Suspend The Construction Contract.** City may, without terminating the Construction Contract and reserving to itself all rights to Losses related thereto, suspend all or any portion of this Construction Contract for as long a period of time as City determines, in its sole discretion, appropriate, in which event City shall have no obligation to adjust the Contract Sum or Contract Time, and shall have no liability to Contractor for damages if City directs Contractor to resume Work.

**15.1.4 Terminate the Construction Contract for Default.** City shall have the right to terminate this Construction Contract, in whole or in part, upon the failure of Contractor to promptly cure any default as required by Section 14. City's election to terminate the Construction Contract for default shall be communicated by giving Contractor a written notice of termination in the manner specified for the giving of notices in the Construction Contract. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein.

**15.1.5 Invoke the Performance Bond.** City may, with or without terminating the Construction Contract and reserving to itself all rights to Losses related thereto, exercise its rights under the Performance Bond.

**15.1.6 Additional Provisions.** All of City's rights and remedies under this Construction Contract are cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as material shall not waive the City's authority to designate other breaches as material nor limit City's right to terminate the Construction Contract, or prevent the City from terminating the Agreement for breaches that are not material. City's determination of whether there has been noncompliance with the Construction Contract so as to warrant exercise by City of its rights and remedies for default under the Construction Contract, shall be binding on all parties. No termination or action taken by City after such termination shall prejudice any other rights or remedies of City provided by law or equity or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all liquidated damages and Losses suffered by City.

### **15.2 Delays by Sureties.**

Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond, within seven (7) calendar days from the date of the notice of termination, Contractor's surety shall be deemed to have waived its right to complete the Work under the Contract, and City may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that City determines advisable under the circumstances. Contractor and its surety shall be jointly and severally liable for any additional cost incurred by City to complete the Work following termination. In addition, City shall have the

right to use any materials, supplies, and equipment belonging to Contractor and located at the Worksite for the purposes of completing the remaining Work.

### **15.3 Damages to City.**

**15.3.1 For Contractor's Default.** City will be entitled to recovery of all Losses under law or equity in the event of Contractor's default under the Contract Documents.

**15.3.2 Compensation for Losses.** In the event that City's Losses arise from Contractor's default under the Contract Documents, City shall be entitled to deduct the cost of such Losses from monies otherwise payable to Contractor. If the Losses incurred by City exceed the amount payable, Contractor shall be liable to City for the difference and shall promptly remit same to City.

### **15.4 Suspension by City**

**15.4.1 Suspension for Convenience.** City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time. The order shall be specifically identified as a Suspension Order by City. Upon receipt of a Suspension Order, Contractor shall, at City's expense, comply with the order and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order. During the Suspension or extension of the Suspension, if any, City shall either cancel the Suspension Order or, by Change Order, delete the Work covered by the Suspension Order. If a Suspension Order is canceled or expires, Contractor shall resume and continue with the Work. A Change Order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension. A Suspension Order shall not be the exclusive method for City to stop the Work.

**15.4.2 Suspension for Cause.** In addition to all other remedies available to City, if Contractor fails to perform or correct work in accordance with the Contract Documents, City may immediately order the Work, or any portion thereof, suspended until the cause for the suspension has been eliminated to City's satisfaction. Contractor shall not be entitled to an increase in Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents. City's right to suspend the Work shall not give rise to a duty to suspend the Work, and City's failure to suspend the Work shall not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

### **15.5 Termination Without Cause.**

City may, at its sole discretion and without cause, terminate this Construction Contract in part or in whole upon written notice to Contractor. Upon receipt of such notice, Contractor shall, at City's expense, comply with the notice and take all reasonable steps to minimize costs to close out and demobilize. The compensation allowed under this Paragraph 15.5 shall be the Contractor's sole and exclusive compensation for such termination and Contractor waives any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind resulting from termination without cause. Termination pursuant to this provision does not relieve Contractor or its sureties from any of their obligations for Losses arising from or related to the Work performed by Contractor.

**15.5.1 Compensation.** Following such termination and within forty-five (45) Days after receipt of a billing from Contractor seeking payment of sums authorized by this Paragraph 15.5.1, City shall pay the following to Contractor as Contractor's sole compensation for performance of the Work :

**.1 For Work Performed.** The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.

**.2 For Close-out Costs.** Reasonable costs of Contractor and its Subcontractors:  
(i) Demobilizing and  
(ii) Administering the close-out of its participation in the Project (including, without limitation, all billing and accounting functions, not including attorney or expert fees) for a period of no longer than thirty (30) Days after receipt of the notice of termination.

**.3 For Fabricated Items.** Previously unpaid cost of any items delivered to the Project Site which were fabricated for subsequent incorporation in the Work.

**.4 Profit Allowance.** An allowance for profit calculated as four percent (4%) of the sum of the above items, provided Contractor can prove a likelihood that it would have made a profit if the Construction Contract had not been terminated.

**15.5.2 Subcontractors.** Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Construction Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor against City under this Section.

## **15.6 Contractor's Duties Upon Termination.**

Upon receipt of a notice of termination for default or for convenience, Contractor shall, unless the notice directs otherwise, do the following:

- (i) Immediately discontinue the Work to the extent specified in the notice;
- (ii) Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work that is not discontinued;
- (iii) Provide to City a description in writing, no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and contracts that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Work covered and a copy of the subcontract, purchase order or contract and any written changes, amendments or modifications thereto, together with such other information as City may determine necessary in order to decide whether to accept assignment of or request Contractor to terminate the subcontract, purchase order or contract;
- (iv) Promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and
- (v) Thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project Site or in transit thereto.

Upon termination, whether for cause or for convenience, the provisions of the Contract Documents remain in effect as to any Claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, or other such rights and obligations arising prior to the termination date.

## **SECTION 16      CONTRACTOR'S RIGHTS AND REMEDIES.**

### **16.1      Contractor's Remedies.**

Contractor may terminate this Construction Contract only upon the occurrence of one of the following:

**16.1.1 For Work Stoppage.** The Work is stopped for sixty (60) consecutive Days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to issuance of an order of a court or other public authority other than City having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable. This provision shall not apply to any work stoppage resulting from the City's issuance of a suspension notice issued either for cause or for convenience.

**16.1.2 For City's Non-Payment.** If City does not make pay Contractor undisputed sums within ninety (90) Days after receipt of notice from Contractor, Contractor may terminate the Construction Contract (30) days following a second notice to City of Contractor's intention to terminate the Construction Contract.

### **16.2      Damages to Contractor.**

In the event of termination for cause by Contractor, City shall pay Contractor the sums provided for in Paragraph 15.5.1 above. Contractor agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

## **SECTION 17      ACCOUNTING RECORDS.**

### **17.1      Financial Management and City Access.**

Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Construction Contract in accordance with generally accepted accounting principles and practices. City and City's accountants during normal business hours, may inspect, audit and copy Contractor's records, books, estimates, take-offs, cost reports, ledgers, schedules, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project. Contractor shall retain these documents for a period of three (3) years after the later of (i) Final Payment or (ii) final resolution of all Contract Disputes and other disputes, or (iii) for such longer period as may be required by law.

## **17.2 Compliance with City Requests.**

Contractor's compliance with any request by City pursuant to this Section 17 shall be a condition precedent to filing or maintenance of any legal action or proceeding by Contractor against City and to Contractor's right to receive further payments under the Contract Documents. City may enforce Contractor's obligation to provide access to City of its business and other records referred to in Section 17.1 for inspection or copying by issuance of a writ or a provisional or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony.

## **SECTION 18 INDEPENDENT PARTIES.**

### **18.1 Status of parties.**

Each party is acting in its independent capacity and not as agents, employees, partners, or joint ventures' of the other party. City, its officers or employees shall have no control over the conduct of Contractor or its respective agents, employees, subconsultants, or subcontractors, except as herein set forth.

## **SECTION 19 NUISANCE.**

### **19.1 Nuisance Prohibited.**

Contractor shall not maintain, commit, nor permit the maintenance or commission of any nuisance in connection in the performance of services under this Construction Contract.

## **SECTION 20 PERMITS AND LICENSES.**

### **20.1 Payment of Fees.**

Except as otherwise provided in the Special Provisions and Technical Specifications, The Contractor shall provide, procure and pay for all licenses, permits, and fees, required by the City or other government jurisdictions or agencies necessary to carry out and complete the Work. Payment of all costs and expenses for such licenses, permits, and fees shall be included in one or more Bid items. No other compensation shall be paid to the Contractor for these items or for delays caused by non-City inspectors or conditions set forth in the licenses or permits issued by other agencies.

## **SECTION 21 WAIVER.**

### **21.1 Waiver.**

A waiver by either party of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

## **SECTION 22      GOVERNING LAW AND VENUE; COMPLIANCE WITH LAWS.**

### **22.1      Governing Law.**

This Construction Contract shall be construed in accordance with and governed by the laws of the State of California, and venue shall be in a court of competent jurisdiction in the County of Santa Clara, and no other place.

### **22.2      Compliance with Laws.**

Contractor shall comply with all applicable federal and California laws and city laws, including, without limitation, ordinances and resolutions, in the performance of work under this Construction Contract.

22.2.1 **Palo Alto Minimum Wage Ordinance.** Contractor shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, Contractor shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, Contractor shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

## **SECTION 23      COMPLETE AGREEMENT.**

### **23.1      Integration.**

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This Agreement may be amended only by a written instrument, which is signed by the parties.

## **SECTION 24      SURVIVAL OF CONTRACT.**

### **24.1      Survival of Provisions.**

The provisions of the Construction Contract which by their nature survive termination of the Construction Contract or Final Completion, including, without limitation, all warranties, indemnities, payment obligations, and City's right to audit Contractor's books and records, shall remain in full force and effect after Final Completion or any termination of the Construction Contract.

## **SECTION 25      PREVAILING WAGES.**

☐ This Project is not subject to prevailing wages. Contractor is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7, if the public works contract does not include a project of \$25,000 or less, when the project is for construction work, or the contract does not include a project of \$15,000 or less, when the project is for alteration, demolition, repair, or maintenance (collectively, 'improvement') work.

Or

☒ Contractor is required to pay general prevailing wages as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and Section 1773.1 of the California Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality



for each craft, classification, or type of worker needed to execute the contract for this Project from the Director of the Department of Industrial Relations ("DIR"). Copies of these rates may be obtained at the Purchasing Division's office of the City of Palo Alto. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of all sections, including, but not limited to, Sections 1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

## **SECTION 26      NON-APPROPRIATION.**

### **26.1      Appropriations.**

This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that the City does not appropriate funds for the following fiscal year for this event, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Construction Contract are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

## **SECTION 27      AUTHORITY.**

### **27.1      Representation of Parties.**

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

## **SECTION 28      COUNTERPARTS**

### **28.1      Multiple Counterparts.**

This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

## **SECTION 29      SEVERABILITY.**

### **29.1      Severability.**

In case a provision of this Construction Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

## **SECTION 30      STATUTORY AND REGULATORY REFERENCES.**

### **30.1      Amendments to Laws.**

With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that the Contract was awarded by City, unless otherwise required by law.

## **SECTION 31      WORKERS' COMPENSATION CERTIFICATION.**

### **31.1      Workers Compensation.**

Pursuant to Labor Code Section 1861, by signing this Contract, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

## **SECTION 32      DIR REGISTRATION AND OTHER SB 854 REQUIREMENTS.**

### **32.1      General Notice to Contractor.**

City requires Contractor and its listed subcontractors to comply with the requirements of SB 854.

### **32.2      Labor Code section 1771.1(a)**

City provides notice to Contractor of the requirements of California Labor Code section 1771.1(a), which reads:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

### **32.3      DIR Registration Required.**

City will not accept a bid proposal from or enter into this Construction Contract with Contractor without proof that Contractor and its listed subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work, subject to limited exceptions.

### **32.4      Posting of Job Site Notices.**

City gives notice to Contractor and its listed subcontractors that Contractor is required to post all job site notices prescribed by law or regulation and Contractor is subject to SB 854-compliance monitoring and enforcement by DIR.

### **32.5      Payroll Records.**

City requires Contractor and its listed subcontractors to comply with the requirements of Labor Code section 1776, including:

- (i)      Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by, respectively, Contractor and its listed subcontractors, in connection with the Project.
- (ii)      The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of Contractor and its listed subcontractors, respectively.

- (iii) At the request of City, acting by its project manager, Contractor and its listed subcontractors shall make the certified payroll records available for inspection or furnished upon request to the project manager within ten (10) days of receipt of City's request.
- ☒ City requests Contractor and its listed subcontractors to submit the certified payroll records to the project manager at the end of each week during the Project.
- (iv) If the certified payroll records are not produced to the project manager within the 10-day period, then Contractor and its listed subcontractors shall be subject to a penalty of one hundred dollars (\$100.00) per calendar day, or portion thereof, for each worker, and City shall withhold the sum total of penalties from the progress payment(s) then due and payable to Contractor. This provision supplements the provisions of Section 15 hereof.
- (v) Inform the project manager of the location of contractor's and its listed subcontractors' payroll records (street address, city and county) at the commencement of the Project, and also provide notice to the project manager within five (5) business days of any change of location of those payroll records.

IN WITNESS WHEREOF, the parties have caused this Construction Contract to be executed the date and year first above written.

**CITY OF PALO ALTO**

☐ Purchasing Manager  
☒ City Manager or designee

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney or designee

APPROVED:

\_\_\_\_\_  
Public Works Director

**A. TEICHERT & SON, INC. dba TEICHERT  
CONSTRUCTION**

Officer 1

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Officer 2

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AMENDMENT NO. EIGHT TO CONTRACT NO. C15155208A  
BETWEEN THE CITY OF PALO ALTO AND C & S ENGINEERS, INC.**

This Amendment No. Eight to Contract No. C15155208A ("Contract") is entered into [Date] by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and C & S ENGINEERS, INC., a New York corporation, located at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212 ("CONSULTANT").

**RECITALS**

A. The Contract was entered into between the parties for the provision of On-call engineering services including planning, design engineering, environmental analyses, grant management and construction management.

B. The parties wish to amend the Contract to extend the term.

C. The parties wish to amend the Contract to increase the compensation to cover additional anticipated task order for Phase III of the Airport Apron Reconstruction Capital Improvement Project; to increase the total not-to-exceed amount of the Contract by an amount not to exceed One Million Three Hundred Seventy Nine Thousand Eight Hundred Sixty Three (\$1,379,863.00) from Two Million Two Hundred Twenty Thousand Four Hundred Sixty Three Dollars (\$2,220,463.00) to a new total not-to-exceed amount of Three Million Six Hundred Thousand Three Hundred Twenty Six Dollars (\$3,600,326.00); as detailed herein.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

**SECTION 1.** Section 2. TERM is hereby amended to read as follows:

"The term of this Agreement shall be from the date of its full execution through December 31, 2021."

**SECTION 2.** Section 4. NOT TO EXCEED COMPENSATION is hereby amended to read as follows:

"The compensation to be paid to CONSULTANT for performance of services described in Exhibit "A" ("Basic Services"), and reimbursable expenses, shall not exceed Three Million Six Hundred Thousand Three Hundred Twenty Six Dollars (\$3,600,326.00)

**SECTION 2.** Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives

executed this Agreement on the date first above written.

**CITY OF PALO ALTO**

\_\_\_\_\_  
City Manager or Designee


APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney or Designee

\_\_\_\_\_  
Director of Public Works

**Attachment:**

**C & S ENGINEERS, INC.**

By:  DocuSigned by:  
Lance R. McIntosh  
CCC7531DAC6E417...  
Name: Lance R. McIntosh  
Title: Department Manager

## **EXHIBIT "C"**

### **COMPENSATION**

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

#### **REIMBURSABLE EXPENSES**

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are:

A. Travel outside the San Francisco Bay area, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto's policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges are reimbursable at actual cost.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$250 shall be approved in advance by the CITY's project manager.



**FAA  
Airports**

## **ASSURANCES**

### **Airport Sponsors**

---

#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

## C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

### 1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

#### **Federal Legislation**

---

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. 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);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.



- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

### **Executive Orders**

---

- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

### **Federal Regulations**

---

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

---

### **Specific Assurances**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

---

### **Footnotes to Assurance C.1.**

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

<sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.**

**a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**b. Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or



to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, 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 and airport concession 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.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_ (the latest approved version as of this grant offer) and included in this grant, and in accordance



with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

### **39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



PALO ALTO AIRPORT APRON RECONSTRUCTION PROJECT, PHASE III FAA AIP PROJECT NO. 3-06-0182-011-2016 IFB NO. 178189					ENGINEERS OPINION OF CONSTRUCTION COST  C&S Engineers, Inc.  8950 Cal Center Drive, Suite 102 Sacramento, California 95826		Bidder #1  A. Teichert & Son, Inc. dba Teichert Construction 5200 Franklin Drive, Suite 115 Pleasanton, CA 94588		Bidder #2  Golden Gate Constructors  111555 Dublin Blvd. Dublin, CA 94568	
ITEM NO.	FAA SPEC NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
BASE BID										
001	P-101	PULVERIZE AC PAVEMENT	22,550	SY	\$4.00	\$90,200.00	\$3.00	\$67,650.00	\$4.00	\$90,200.00
002	P-151	CLEARING AND GRUBBING	0.60	ACRE	\$10,000.00	\$6,000.00	\$23,000.00	\$13,800.00	\$50,000.00	\$30,000.00
003	P-152	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL (RUBBLE)	1,200	CY	\$75.00	\$90,000.00	\$120.00	\$144,000.00	\$100.00	\$120,000.00
004	P-152	UNCLASSIFIED EXCAVATION	6,600	CY	\$75.00	\$495,000.00	\$24.00	\$158,400.00	\$100.00	\$660,000.00
005	P-156	CEMENT (5%)	980	TON	\$145.00	\$142,100.00	\$175.00	\$171,500.00	\$150.00	\$147,000.00
006	P-156	CEMENT TREATED SUBGRADE (18" THICK)	24,550	SY	\$5.50	\$135,025.00	\$6.50	\$159,575.00	\$6.00	\$147,300.00
007	P-209	CRUSHED AGGREGATE BASE COURSE (6" THICK)	24,550	SY	\$22.00	\$540,100.00	\$22.00	\$540,100.00	\$20.00	\$491,000.00
008	P-403	ASPHALT SURFACE COURSE	4,435	TON	\$140.00	\$620,900.00	\$127.00	\$563,245.00	\$125.00	\$554,375.00
009	P-602	EMULSIFIED ASPHALT PRIME COAT	27	TON	\$1,200.00	\$32,400.00	\$1,000.00	\$27,000.00	\$1,000.00	\$27,000.00
010	P-608	ASPHALT SURFACE TREATMENT	2,450	SY	\$11.00	\$26,950.00	\$15.00	\$36,750.00	\$15.00	\$36,750.00
011	P-620	PAINTSTRIPING (WHITE, REFLECTORIZED)	3,615	SF	\$7.00	\$25,305.00	\$2.00	\$7,230.00	\$3.00	\$10,845.00
012	P-620	PAINTSTRIPING (YELLOW, REFLECTORIZED)	1,875	SF	\$7.00	\$13,125.00	\$2.00	\$3,750.00	\$3.00	\$5,625.00
013	P-620	SURFACE PAINTED TAXILANE MARKINGS	6	EACH	\$2,000.00	\$12,000.00	\$1,300.00	\$7,800.00	\$1,500.00	\$9,000.00
014	P-620	TIE-DOWN NUMBERING	52	EACH	\$100.00	\$5,200.00	\$31.00	\$1,612.00	\$100.00	\$5,200.00
015	P-620	MARKING REMOVAL	500	SF	\$25.00	\$12,500.00	\$3.00	\$1,500.00	\$5.00	\$2,500.00
016	D-751	ADJUST CATCH BASIN TO GRADE	4	EACH	\$2,000.00	\$8,000.00	\$1,400.00	\$5,600.00	\$2,000.00	\$8,000.00
017	D-751	ADJUST MANHOLE TO GRADE	1	EACH	\$2,000.00	\$2,000.00	\$1,400.00	\$1,400.00	\$2,000.00	\$2,000.00
018	D-751	CATCH BASIN (CALTRANS D73, G1)	3	EACH	\$5,000.00	\$15,000.00	\$5,000.00	\$15,000.00	\$5,000.00	\$15,000.00
019	T-906	HYDRO-SEEDING	750	SY	\$5.00	\$3,750.00	\$4.00	\$3,000.00	\$4.00	\$3,000.00
020	L-100	NEW 30-FOOT APRON AREA LIGHT POLE WITH MOUNTING APPARATUS AND MAINTENANCE HINGES (EXACT HEIGHT PER POLE AS INDICATED IN PLANS)	3	EACH	\$25,000.00	\$75,000.00	\$26,000.00	\$78,000.00	\$15,000.00	\$45,000.00
021	L-100	NEW LED APRON AREA LIGHTING FIXTURE	10	EACH	\$10,000.00	\$100,000.00	\$8,200.00	\$82,000.00	\$6,000.00	\$60,000.00
022	L-100	NEW LED OBSTRUCTION LIGHTING FIXTURE (DOUBLE-HEAD)	3	EACH	\$2,500.00	\$7,500.00	\$2,100.00	\$6,300.00	\$2,000.00	\$6,000.00
023	L-100	NO. 10 AWG, 600V, TYPE THWN CABLE	8,925	LF	\$5.00	\$44,625.00	\$4.00	\$35,700.00	\$4.00	\$35,700.00
024	L-100	NO. 6 AWG, 600V, TYPE THWN CABLE	1,600	LF	\$5.00	\$8,000.00	\$5.00	\$8,000.00	\$4.00	\$6,400.00
025	L-100	NO. 8 AWG, 600V, TYPE THWN CABLE	1,400	LF	\$5.00	\$7,000.00	\$4.00	\$5,600.00	\$4.00	\$5,600.00
026	L-100	REMOVAL OF EXISTING LIGHT POLE ASSEMBLY (POLE, FIXTURE, PULL BOXES AND FOUNDATION)	6	EACH	\$8,000.00	\$48,000.00	\$7,200.00	\$43,200.00	\$7,500.00	\$45,000.00
027	L-100	TRANSFORMER AND ENCLOSURE FOR OBSTRUCTION LIGHTING FIXTURE	3	EACH	\$1,500.00	\$4,500.00	\$800.00	\$2,400.00	\$1,000.00	\$3,000.00
028	L-108	NO. 6 AWG, BARE COPPER COUNTERPOISE WIRE	3,575	LF	\$5.00	\$17,875.00	\$5.00	\$17,875.00	\$5.00	\$17,875.00
029	L-110	2 WAY - 2" PVC & 1" PVC CONCRETE ENCASED DUCT BANK	1,150	LF	\$200.00	\$230,000.00	\$85.00	\$97,750.00	\$180.00	\$207,000.00
030	L-110	8 WAY - 2" PVC & 1" PVC CONCRETE ENCASED DUCT BANK	40	LF	\$200.00	\$8,000.00	\$400.00	\$16,000.00	\$500.00	\$20,000.00
031	L-110	1 WAY - 4" PVC & 1" PVC CONCRETE ENCASED DUCT BANK	30	LF	\$200.00	\$6,000.00	\$180.00	\$5,400.00	\$200.00	\$6,000.00
032	L-110	2 WAY - 4" PVC & 1" PVC CONCRETE ENCASED DUCT BANK	260	LF	\$200.00	\$52,000.00	\$190.00	\$49,400.00	\$200.00	\$52,000.00
033	L-110	3 WAY - 4" PVC & 1" PVC CONCRETE ENCASED DUCT BANK	270	LF	\$200.00	\$54,000.00	\$230.00	\$62,100.00	\$225.00	\$60,750.00
034	L-110	4 WAY - 4" PVC & 1" PVC CONCRETE ENCASED DUCT BANK	220	LF	\$250.00	\$55,000.00	\$240.00	\$52,800.00	\$250.00	\$55,000.00
035	L-110	5 WAY - 4" PVC & 1" PVC CONCRETE ENCASED DUCT BANK	110	LF	\$300.00	\$33,000.00	\$250.00	\$27,500.00	\$250.00	\$27,500.00
036	L-110	6 WAY - 4" PVC & 1" PVC CONCRETE ENCASED DUCT BANK	20	LF	\$300.00	\$6,000.00	\$320.00	\$6,400.00	\$300.00	\$6,000.00
037	L-110	8 WAY - 4" PVC & 1" PVC CONCRETE ENCASED DUCT BANK	30	LF	\$350.00	\$10,500.00	\$350.00	\$10,500.00	\$350.00	\$10,500.00
038	L-110	2 WAY - 5" PVC CONCRETE ENCASED DUCT BANK	330	LF	\$250.00	\$82,500.00	\$220.00	\$72,600.00	\$200.00	\$66,000.00
039	L-110	8 WAY - 4" PVC, 2 WAY - 5" PVC, & 1" PVC CONCRETE ENCASED DUCT BANK	450	LF	\$450.00	\$202,500.00	\$500.00	\$225,000.00	\$400.00	\$180,000.00
040	L-115	36" x 36" x 30" PULL BOX (H20 RATED)	3	EACH	\$8,000.00	\$24,000.00	\$14,000.00	\$42,000.00	\$10,000.00	\$30,000.00
041	L-115	36" x 36" x 36" PULL BOX (H20 RATED)	2	EACH	\$8,000.00	\$16,000.00	\$14,000.00	\$28,000.00	\$10,000.00	\$20,000.00
042	L-115	48" x 48" x 48" PULL BOX (H20 RATED)	2	EACH	\$8,000.00	\$16,000.00	\$14,000.00	\$28,000.00	\$10,000.00	\$20,000.00
043	L-115	ELECTRICAL MANHOLE (PER UTILITY PROVIDER REQUIREMENTS)	1	EACH	\$30,000.00	\$30,000.00	\$55,000.00	\$55,000.00	\$12,000.00	\$12,000.00
044	L-126	TIE-DOWN ANCHOR	174	EACH	\$1,000.00	\$174,000.00	\$800.00	\$139,200.00	\$1,000.00	\$174,000.00
045	SP-3	CATCH BASIN FILTRATION SYSTEM	5	EACH	\$10,000.00	\$50,000.00	\$12,000.00	\$60,000.00	\$10,000.00	\$50,000.00
046	SP-7	CONCRETE RIBBON CURB (2 FEET WIDE)	250	LF	\$100.00	\$25,000.00	\$60.00	\$15,000.00	\$60.00	\$15,000.00

PALO ALTO AIRPORT APRON RECONSTRUCTION PROJECT, PHASE III FAA AIP PROJECT NO. 3-06-0182-011-2016 IFB NO. 178189					ENGINEERS OPINION OF CONSTRUCTION COST  C&S Engineers, Inc.  8950 Cal Center Drive, Suite 102 Sacramento, California 95826		Bidder #1  A. Teichert & Son, Inc. dba Teichert Construction 5200 Franklin Drive, Suite 115 Pleasanton, CA 94588		Bidder #2  Golden Gate Constructors  111555 Dublin Blvd. Dublin, CA 94568	
ITEM NO.	FAA SPEC NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
047	SP-8	TRENCH DRAIN	55	LF	\$200.00	\$11,000.00	\$250.00	\$13,750.00	\$300.00	\$16,500.00
048	SP-9	BOLLARDS	6	EACH	\$1,500.00	\$9,000.00	\$1,200.00	\$7,200.00	\$1,000.00	\$6,000.00
049	SP-12	ADJUST JUNCTION BOX/HANDHOLE TO GRADE	1	EACH	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00
050	SP-13	REMOVE EXISTING TIE-DOWN ANCHORS	180	EACH	\$150.00	\$27,000.00	\$430.00	\$77,400.00	\$200.00	\$36,000.00
051	SP-18	10" WELDED HDPE WATERLINE	475	LF	\$150.00	\$71,250.00	\$200.00	\$95,000.00	\$120.00	\$57,000.00
052	SP-19	10" GATE VALVE	3	EACH	\$5,000.00	\$15,000.00	\$4,500.00	\$13,500.00	\$5,000.00	\$15,000.00
053	SP-20	FIRE HYDRANT	2	EACH	\$7,500.00	\$15,000.00	\$20,000.00	\$40,000.00	\$10,000.00	\$20,000.00
054	U-200	UTILITY RELOCATION	1	LS	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
055	U-201	STORM DRAIN REMOVAL/REPLACEMENT	1	LS	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
056	C-102	COMPLIANCE WITH POLLUTION, EROSION, AND SILTATION CONTROL	1	LS	\$50,000.00	\$50,000.00	\$120,000.00	\$120,000.00	\$75,000.00	\$75,000.00
057	C-105	FIELD OFFICE	1	LS	\$10,000.00	\$10,000.00	\$65,000.00	\$65,000.00	\$25,000.00	\$25,000.00
058	C-106	SAFETY, SECURITY AND MAINTENANCE OF TRAFFIC	1	LS	\$30,000.00	\$30,000.00	\$250,000.00	\$250,000.00	\$90,000.00	\$90,000.00
059	C-105	MOBILIZATION (6% MAXIMUM)	1	LS	\$243,348.30	\$243,348.30	\$240,000.00	\$240,000.00	\$246,097.20	\$246,097.20
SUBTOTAL ADDITIVE BASE BID (ITEMS 001 THROUGH 059)					\$4,299,153.30		\$4,275,987.00		\$4,347,717.20	
BID ALTERNATE No. 1										
060	P-101	PULVERIZE AC PAVEMENT	16,750	SY	\$4.00	\$67,000.00	\$2.00	\$33,500.00	\$4.00	\$67,000.00
061	P-152	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL (RUBBLE)	1,000	CY	\$75.00	\$75,000.00	\$105.00	\$105,000.00	\$100.00	\$100,000.00
062	P-152	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL (SPOIL)	7,000	CY	\$75.00	\$525,000.00	\$68.00	\$476,000.00	\$50.00	\$350,000.00
063	P-152	UNCLASSIFIED EXCAVATION	4,300	CY	\$75.00	\$322,500.00	\$12.00	\$51,600.00	\$100.00	\$430,000.00
064	P-156	CEMENT (5%)	646	TON	\$145.00	\$93,670.00	\$160.00	\$103,360.00	\$150.00	\$96,900.00
065	P-156	CEMENT TREATED SUBGRADE (18" THICK)	16,750	SY	\$5.50	\$92,125.00	\$4.50	\$75,375.00	\$6.00	\$100,500.00
066	P-209	CRUSHED AGGREGATE BASE COURSE (6" THICK)	16,750	SY	\$22.00	\$368,500.00	\$20.00	\$335,000.00	\$20.00	\$335,000.00
067	P-403	ASPHALT SURFACE COURSE	3,300	TON	\$140.00	\$462,000.00	\$105.00	\$346,500.00	\$125.00	\$412,500.00
068	P-602	EMULSIFIED ASPHALT PRIME COAT	25	TON	\$1,200.00	\$30,000.00	\$850.00	\$21,250.00	\$1,000.00	\$25,000.00
069	P-620	MARKING REMOVAL	1,405	SF	\$25.00	\$35,125.00	\$3.00	\$4,215.00	\$5.00	\$7,025.00
070	P-620	PAINTSTRIPING (WHITE, REFLECTORIZED)	5,210	SF	\$7.00	\$36,470.00	\$2.00	\$10,420.00	\$3.00	\$15,630.00
071	P-620	PAINTSTRIPING (YELLOW, REFLECTORIZED)	1,550	SF	\$7.00	\$10,850.00	\$2.00	\$3,100.00	\$3.00	\$4,650.00
072	P-620	SURFACE PAINTED TAXILANE MARKINGS	8	EACH	\$1,500.00	\$12,000.00	\$1,300.00	\$10,400.00	\$1,500.00	\$12,000.00
073	P-620	TIE-DOWN NUMBERING	89	EACH	\$100.00	\$8,900.00	\$31.00	\$2,759.00	\$100.00	\$8,900.00
074	D-751	ADJUST CATCH BASIN TO GRADE	2	EACH	\$2,000.00	\$4,000.00	\$1,200.00	\$2,400.00	\$2,000.00	\$4,000.00
075	L-100	NEW 30-FOOT APRON AREA LIGHT POLE WITH MOUNTING APPARATUS AND MAINTENANCE HINGES (EXACT HEIGHT PER POLE AS INDICATED IN PLANS)	5	EACH	\$25,000.00	\$125,000.00	\$25,000.00	\$125,000.00	\$15,000.00	\$75,000.00
076	L-100	NEW LED APRON AREA LIGHTING FIXTURE	4	EACH	\$10,000.00	\$40,000.00	\$8,000.00	\$32,000.00	\$6,000.00	\$24,000.00
077	L-100	NEW LED OBSTRUCTION LIGHTING FIXTURE (DOUBLE-HEAD)	2	EACH	\$2,500.00	\$5,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00
078	L-100	NO. 10 AWG, 600V, TYPE THWN CABLE	11,940	LF	\$5.00	\$59,700.00	\$4.00	\$47,760.00	\$4.00	\$47,760.00
079	L-100	REMOVAL OF EXISTING LIGHT POLE ASSEMBLY (POLE, FIXTURE, PULL BOXES AND FOUNDATION)	3	EACH	\$8,000.00	\$24,000.00	\$7,000.00	\$21,000.00	\$7,500.00	\$22,500.00
080	L-100	TRANSFORMER AND ENCLOSURE FOR OBSTRUCTION LIGHTING FIXTURE	2	EACH	\$1,500.00	\$3,000.00	\$800.00	\$1,600.00	\$1,000.00	\$2,000.00
081	L-108	NO. 6 AWG, BARE COPPER COUNTERPOISE WIRE	3,950	LF	\$5.00	\$19,750.00	\$5.00	\$19,750.00	\$5.00	\$19,750.00
082	L-110	2 WAY - 2" PVC & 1" PVC CONCRETE ENCASED DUCT BANK	670	LF	\$200.00	\$134,000.00	\$175.00	\$117,250.00	\$180.00	\$120,600.00
083	L-110	2 WAY - 4" PVC & 1" PVC CONCRETE ENCASED DUCT BANK	250	LF	\$200.00	\$50,000.00	\$186.00	\$46,500.00	\$200.00	\$50,000.00
084	L-110	3 WAY - 4" PVC & 1" PVC CONCRETE ENCASED DUCT BANK	230	LF	\$200.00	\$46,000.00	\$225.00	\$51,750.00	\$225.00	\$51,750.00
085	L-110	2 WAY - 5" PVC CONCRETE ENCASED DUCT BANK	960	LF	\$250.00	\$240,000.00	\$180.00	\$172,800.00	\$180.00	\$172,800.00
086	L-110	3 WAY - 4" PVC, 2 WAY - 5" PVC, & 1" PVC CONCRETE ENCASED DUCT BANK	280	LF	\$300.00	\$84,000.00	\$250.00	\$70,000.00	\$250.00	\$70,000.00
087	L-110	6 WAY - 4" PVC, 2 WAY - 5" PVC, & 1" PVC CONCRETE ENCASED DUCT BANK	190	LF	\$450.00	\$85,500.00	\$335.00	\$63,650.00	\$350.00	\$66,500.00
088	L-110	8 WAY - 4" PVC, 2 WAY - 5" PVC, & 1" PVC CONCRETE ENCASED DUCT BANK	280	LF	\$450.00	\$126,000.00	\$400.00	\$112,000.00	\$400.00	\$112,000.00
089	L-115	36" x 36" x 30" PULL BOX (H20 RATED)	2	EACH	\$8,000.00	\$16,000.00	\$13,100.00	\$26,200.00	\$10,000.00	\$20,000.00
090	L-115	36" x 36" x 36" PULL BOX (H20 RATED)	2	EACH	\$8,000.00	\$16,000.00	\$13,100.00	\$26,200.00	\$10,000.00	\$20,000.00
091	L-115	48" x 48" x 48" PULL BOX (H20 RATED)	3	EACH	\$8,000.00	\$24,000.00	\$13,100.00	\$39,300.00	\$10,000.00	\$30,000.00

PALO ALTO AIRPORT APRON RECONSTRUCTION PROJECT, PHASE III FAA AIP PROJECT NO. 3-06-0182-011-2016 IFB NO. 178189					ENGINEERS OPINION OF CONSTRUCTION COST  C&S Engineers, Inc.  8950 Cal Center Drive, Suite 102 Sacramento, California 95826		Bidder #1  A. Teichert & Son, Inc. dba Teichert Construction 5200 Franklin Drive, Suite 115 Pleasanton, CA 94588		Bidder #2  Golden Gate Constructors  111555 Dublin Blvd. Dublin, CA 94568	
ITEM NO.	FAA SPEC NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
092	L-115	ELECTRICAL MANHOLE (PER UTILITY PROVIDER REQUIREMENTS)	4	EACH	\$30,000.00	\$120,000.00	\$20,000.00	\$80,000.00	\$12,000.00	\$48,000.00
093	L-126	TIE-DOWN ANCHOR	267	EACH	\$1,000.00	\$267,000.00	\$725.00	\$193,575.00	\$1,000.00	\$267,000.00
094	SP-3	CATCH BASIN FILTRATION SYSTEM	2	EACH	\$1,000.00	\$2,000.00	\$12,100.00	\$24,200.00	\$10,000.00	\$20,000.00
095	SP-7	CONCRETE RIBBON CURB (2 FEET WIDE)	55	LF	\$1,000.00	\$55,000.00	\$78.00	\$4,290.00	\$60.00	\$3,300.00
096	SP-9	BOLLARDS	6	EACH	\$1,000.00	\$6,000.00	\$1,100.00	\$6,600.00	\$1,000.00	\$6,000.00
097	SP-10	SET SURVEY MONUMENT	1	EACH	\$15,000.00	\$15,000.00	\$1,500.00	\$1,500.00	\$35,000.00	\$35,000.00
098	SP-13	REMOVE EXISTING TIE-DOWN ANCHORS	45	EACH	\$150.00	\$6,750.00	\$420.00	\$18,900.00	\$200.00	\$9,000.00
099	SP-18	10" WELDED HDPE WATERLINE	1,040	LF	\$150.00	\$156,000.00	\$150.00	\$156,000.00	\$120.00	\$124,800.00
100	SP-19	10" GATE VALVE	4	EACH	\$5,000.00	\$20,000.00	\$4,400.00	\$17,600.00	\$5,000.00	\$20,000.00
101	SP-20	FIRE HYDRANT	2	EACH	\$7,500.00	\$15,000.00	\$17,000.00	\$34,000.00	\$10,000.00	\$20,000.00
102	U-200	UTILITY RELOCATION	1	LS	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
103	U-201	STORM DRAIN REMOVAL/REPLACEMENT	1	LS	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
104	C-102	COMPLIANCE WITH POLLUTION, EROSION, AND SILTATION CONTROL	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
105	C-105	FIELD OFFICE	1	LS	\$10,000.00	\$10,000.00	\$17,000.00	\$17,000.00	\$25,000.00	\$25,000.00
106	C-106	SAFETY, SECURITY AND MAINTENANCE OF TRAFFIC	1	LS	\$30,000.00	\$30,000.00	\$60,000.00	\$60,000.00	\$90,000.00	\$90,000.00
107	C-105	MOBILIZATION (6% MAXIMUM)	1	LS	\$248,630.40	\$248,630.40	\$80,000.00	\$80,000.00	\$224,751.90	\$224,751.90
SUBTOTAL ADDITIVE ALTERNATE BID 1 (ITEMS 060 THROUGH 107)					\$4,392,470.40		\$3,451,304.00		\$3,970,616.90	
ADDITIVE BID ALTERNATE #2										
108	P-101	PULVERIZE AC PAVEMENT	25,025	SY	\$4.00	\$100,100.00	\$1.80	\$45,045.00	\$4.00	\$100,100.00
109	P-152	UNCLASSIFIED EXCAVATION	6,700	CY	\$75.00	\$502,500.00	\$35.00	\$234,500.00	\$100.00	\$670,000.00
110	P-156	CEMENT (5%)	980	TON	\$145.00	\$142,100.00	\$170.00	\$166,600.00	\$150.00	\$147,000.00
111	P-156	CEMENT TREATED SUBGRADE (18" THICK)	29,150	SY	\$5.50	\$160,325.00	\$4.50	\$131,175.00	\$6.00	\$174,900.00
112	P-209	CRUSHED AGGREGATE BASE COURSE (6" THICK)	29,150	SY	\$22.00	\$641,300.00	\$14.00	\$408,100.00	\$20.00	\$583,000.00
113	P-403	ASPHALT SURFACE COURSE	5,730	TON	\$140.00	\$802,200.00	\$100.00	\$573,000.00	\$125.00	\$716,250.00
114	P-602	EMULSIFIED ASPHALT PRIME COAT	36	TON	\$1,200.00	\$43,200.00	\$1,100.00	\$39,600.00	\$1,000.00	\$36,000.00
115	P-620	PAINTSTRIPING (WHITE, REFLECTORIZED)	3,250	SF	\$7.00	\$22,750.00	\$2.00	\$6,500.00	\$3.00	\$9,750.00
116	P-620	PAINTSTRIPING YELLOW, REFLECTORIZED)	1,325	SF	\$7.00	\$9,275.00	\$2.00	\$2,650.00	\$3.00	\$3,975.00
117	P-620	PAINTSTRIPING (RED, NON-REFLECTORIZED)	325	SF	\$7.00	\$2,275.00	\$2.00	\$650.00	\$3.00	\$975.00
118	P-620	TIE-DOWN NUMBERING	50	EACH	\$100.00	\$5,000.00	\$30.00	\$1,500.00	\$100.00	\$5,000.00
119	D-701	12" HDPE STORM DRAIN	530	LF	\$150.00	\$79,500.00	\$270.00	\$143,100.00	\$100.00	\$53,000.00
120	D-701	21" HDPE STORM DRAIN	60	LF	\$200.00	\$12,000.00	\$480.00	\$28,800.00	\$150.00	\$9,000.00
121	D-751	ADJUST CATCH BASIN TO GRADE	4	EACH	\$2,000.00	\$8,000.00	\$1,400.00	\$5,600.00	\$2,000.00	\$8,000.00
122	D-751	ADJUST MANHOLE TO GRADE	6	EACH	\$2,000.00	\$12,000.00	\$1,400.00	\$8,400.00	\$2,000.00	\$12,000.00
123	D-751	CATCH BASIN (CALTRANS D73, G1)	6	EACH	\$5,000.00	\$30,000.00	\$5,000.00	\$30,000.00	\$5,000.00	\$30,000.00
124	L-100	NEW 30-FOOT APRON AREA LIGHT POLE WITH MOUNTING APPARATUS AND MAINTENANCE HINGES (EXACT HEIGHT PER POLE AS INDICATED IN PLANS)	4	EACH	\$25,000.00	\$100,000.00	\$12,000.00	\$48,000.00	\$15,000.00	\$60,000.00
125	L-100	NEW 35-FOOT LIGHT POLE WITH MOUNTING APPARATUS (EXACT HEIGHT PER PLANS)	7	EACH	\$30,000.00	\$210,000.00	\$24,000.00	\$168,000.00	\$15,000.00	\$105,000.00
126	L-100	NEW LED APRON AREA LIGHTING FIXTURE	11	EACH	\$10,000.00	\$110,000.00	\$8,500.00	\$93,500.00	\$6,000.00	\$66,000.00
127	L-100	NEW LED OBSTRUCTION LIGHTING FIXTURE (DOUBLE-HEAD)	4	EACH	\$2,500.00	\$10,000.00	\$2,200.00	\$8,800.00	\$2,000.00	\$8,000.00
128	L-100	NO. 10 AWG, 600V, TYPE THWN CABLE	7,400	LF	\$5.00	\$37,000.00	\$4.00	\$29,600.00	\$4.00	\$29,600.00
129	L-100	NO. 8 AWG, 600V, TYPE THWN CABLE	2,690	LF	\$5.00	\$13,450.00	\$4.00	\$10,760.00	\$4.00	\$10,760.00
130	L-100	TRANSFORMER AND ENCLOSURE FOR OBSTRUCTION LIGHTING FIXTURE	4	EACH	\$1,500.00	\$6,000.00	\$850.00	\$3,400.00	\$1,000.00	\$4,000.00
131	L-108	NO. 6 AWG, BARE COPPER COUNTERPOISE WIRE	2,100	LF	\$5.00	\$10,500.00	\$5.00	\$10,500.00	\$5.00	\$10,500.00
132	L-110	2 WAY - 2" PVC & 1" PVC CONCRETE ENCASED DUCT BANK	1,460	LF	\$200.00	\$292,000.00	\$80.00	\$116,800.00	\$180.00	\$262,800.00
133	L-110	2 WAY - 4" PVC & 1" PVC CONCRETE ENCASED DUCT BANK	350	LF	\$200.00	\$70,000.00	\$200.00	\$70,000.00	\$200.00	\$70,000.00
134	L-110	4 WAY - 4" PVC & 1" PVC CONCRETE ENCASED DUCT BANK	30	LF	\$250.00	\$7,500.00	\$250.00	\$7,500.00	\$250.00	\$7,500.00
135	L-110	5 WAY - 4" PVC & 1" PVC CONCRETE ENCASED DUCT BANK	40	LF	\$300.00	\$12,000.00	\$260.00	\$10,400.00	\$250.00	\$10,000.00
136	L-110	6 WAY - 4" PVC & 1" PVC CONCRETE ENCASED DUCT BANK	20	LF	\$300.00	\$6,000.00	\$325.00	\$6,500.00	\$400.00	\$8,000.00

PALO ALTO AIRPORT APRON RECONSTRUCTION PROJECT, PHASE III FAA AIP PROJECT NO. 3-06-0182-011-2016 IFB NO. 178189					ENGINEERS OPINION OF CONSTRUCTION COST  C&S Engineers, Inc.  8950 Cal Center Drive, Suite 102 Sacramento, California 95826		Bidder #1  A. Teichert & Son, Inc. dba Teichert Construction 5200 Franklin Drive, Suite 115 Pleasanton, CA 94588		Bidder #2  Golden Gate Constructors  111555 Dublin Blvd. Dublin, CA 94568	
ITEM NO.	FAA SPEC NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
137	L-110	8 WAY – 4" PVC & 1" PVC CONCRETE ENCASED DUCT BANK	20	LF	\$350.00	\$7,000.00	\$360.00	\$7,200.00	\$400.00	\$8,000.00
138	L-110	2 WAY – 5" PVC CONCRETE ENCASED DUCT BANK	750	LF	\$250.00	\$187,500.00	\$250.00	\$187,500.00	\$180.00	\$135,000.00
139	L-110	4 WAY – 4" PVC, 2 WAY – 5" PVC, & 1" PVC CONCRETE ENCASED DUCT BANK	80	LF	\$400.00	\$32,000.00	\$270.00	\$21,600.00	\$300.00	\$24,000.00
140	L-110	5 WAY – 4" PVC, 2 WAY – 5" PVC, & 1" PVC CONCRETE ENCASED DUCT BANK	100	LF	\$400.00	\$40,000.00	\$280.00	\$28,000.00	\$300.00	\$30,000.00
141	L-110	6 WAY – 4" PVC, 2 WAY – 5" PVC, & 1" PVC CONCRETE ENCASED DUCT BANK	110	LF	\$450.00	\$49,500.00	\$350.00	\$38,500.00	\$400.00	\$44,000.00
142	L-110	8 WAY – 4" PVC, 2 WAY – 5" PVC, & 1" PVC CONCRETE ENCASED DUCT BANK	50	LF	\$450.00	\$22,500.00	\$600.00	\$30,000.00	\$600.00	\$30,000.00
143	L-115	36" x 36" x 30" PULL BOX (H2O RATED)	12	EACH	\$8,000.00	\$96,000.00	\$15,000.00	\$180,000.00	\$10,000.00	\$120,000.00
144	L-115	36" x 36" x 36" PULL BOX (H2O RATED)	2	EACH	\$8,000.00	\$16,000.00	\$14,000.00	\$28,000.00	\$10,000.00	\$20,000.00
145	L-115	48" x 48" x 48" PULL BOX (H2O RATED)	4	EACH	\$8,000.00	\$32,000.00	\$14,000.00	\$56,000.00	\$10,000.00	\$40,000.00
146	L-115	ELECTRICAL MANHOLE (PER UTILITY PROVIDER REQUIREMENTS)	5	EACH	\$30,000.00	\$150,000.00	\$21,000.00	\$105,000.00	\$12,000.00	\$60,000.00
147	L-126	TIE-DOWN ANCHOR	150	EACH	\$1,000.00	\$150,000.00	\$800.00	\$120,000.00	\$1,000.00	\$150,000.00
148	SP-3	CATCH BASIN FILTRATION SYSTEM	7	EACH	\$10,000.00	\$70,000.00	\$14,000.00	\$98,000.00	\$10,000.00	\$70,000.00
149	SP-7	CONCRETE RIBBON CURB (2 FEET WIDE)	1,680	LF	\$85.00	\$142,800.00	\$50.00	\$84,000.00	\$60.00	\$100,800.00
150	SP-7	CONCRETE RIBBON CURB (5 FEET WIDE)	225	LF	\$125.00	\$28,125.00	\$100.00	\$22,500.00	\$100.00	\$22,500.00
151	SP-8	TRENCH DRAIN	1,100	LF	\$200.00	\$220,000.00	\$160.00	\$176,000.00	\$200.00	\$220,000.00
152	SP-9	BOLLARDS	6	EACH	\$1,500.00	\$9,000.00	\$1,200.00	\$7,200.00	\$1,000.00	\$6,000.00
153	SP-11	ADJUST UTILITY VAULT TO GRADE	2	EACH	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$20,000.00
154	SP-12	ADJUST JUNCTION BOX/HANDHOLE TO GRADE	3	EACH	\$5,000.00	\$15,000.00	\$5,000.00	\$15,000.00	\$10,000.00	\$30,000.00
155	SP-18	10" WELDED HDPE WATERLINE	900	LF	\$150.00	\$135,000.00	\$180.00	\$162,000.00	\$120.00	\$108,000.00
156	SP-19	10" GATE VALVE	4	EACH	\$5,000.00	\$20,000.00	\$5,000.00	\$20,000.00	\$5,000.00	\$20,000.00
157	SP-20	FIRE HYDRANT	2	EACH	\$7,500.00	\$15,000.00	\$18,000.00	\$36,000.00	\$10,000.00	\$20,000.00
158	SP-21	REDUCED PRESSURE DETECTOR ASSEMBLY	2	EACH	\$35,000.00	\$70,000.00	\$60,000.00	\$120,000.00	\$40,000.00	\$80,000.00
159	SP-22	10" RECORDALL COMPOUND WATER METER	2	EACH	\$5,000.00	\$10,000.00	\$30,000.00	\$60,000.00	\$50,000.00	\$100,000.00
160	F-162	20-FOOT SINGLE CANTILEVER MANUAL GATE RELOCATION	1	EACH	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$7,000.00	\$7,000.00
161	F-162	24-FOOT SINGLE CANTILEVER AUTOMATIC GATE	1	EACH	\$25,000.00	\$25,000.00	\$11,500.00	\$11,500.00	\$12,000.00	\$12,000.00
162	F-162	4-FOOT MANUAL SWING PEDESTRIAN GATE RELOCATION	1	EACH	\$1,000.00	\$1,000.00	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00
163	F-162	REMOVAL OF EXISTING FENCE	20	LF	\$20.00	\$400.00	\$25.00	\$500.00	\$30.00	\$600.00
164	F-162	INSTALLATION OF 8' W/BARBED WIRE PVC COATED CHAIN LINK FENCE	100	LF	\$100.00	\$10,000.00	\$90.00	\$9,000.00	\$90.00	\$9,000.00
165	L-128	MECHANICAL OPERATOR	1	EACH	\$50,000.00	\$50,000.00	\$3,000.00	\$3,000.00	\$40,000.00	\$40,000.00
166	SP-28	1" WATERLINE	180	LF	\$100.00	\$18,000.00	\$150.00	\$27,000.00	\$50.00	\$9,000.00
167	SP-29	1" COMPRESSED AIR LINE	155	LF	\$100.00	\$15,500.00	\$150.00	\$23,250.00	\$40.00	\$6,200.00
168	SP-31	REMOVE 25' TREATED WOOD POLE	2	EACH	\$2,500.00	\$5,000.00	\$1,500.00	\$3,000.00	\$5,000.00	\$10,000.00
169	U-200	UTILITY RELOCATION	1	LS	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
170	U-201	STORM DRAIN REMOVAL/REPLACEMENT	1	LS	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
171	C-102	COMPLIANCE WITH POLLUTION, EROSION, AND SILTATION CONTROL	1	LS	\$50,000.00	\$50,000.00	\$65,000.00	\$65,000.00	\$100,000.00	\$100,000.00
172	C-105	FIELD OFFICE	1	LS	\$10,000.00	\$10,000.00	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00
173	C-106	SAFETY, SECURITY AND MAINTENANCE OF TRAFFIC	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$90,000.00	\$90,000.00
174	C-105	MOBILIZATION (6% MAXIMUM)	1	LS	\$321,258.00	\$321,258.00	\$220,000.00	\$220,000.00	\$307,812.60	\$307,812.60
SUBTOTAL ADDITIVE ALTERNATE BID 2 (ITEMS 108 THROUGH 174)					\$5,675,558.00		\$4,612,030.00		\$5,438,022.60	
ADDITIVE BID ALTERNATE #3										
175	SP-24	54" OUTFALL PIPE JOINT INVESTIGATION (PER JOINT)	23	EACH	\$5,000.00	\$115,000.00	\$14,500.00	\$333,500.00	\$5,000.00	\$115,000.00
176	SP-24	54" OUTFALL PIPE JOINT REPAIR (PER JOINT)	23	EACH	\$10,000.00	\$230,000.00	\$8,000.00	\$184,000.00	\$15,000.00	\$345,000.00
SUBTOTAL ADDITIVE ALTERNATE BID 3 (ITEMS 175 THROUGH 176)					345,000.00		517,500.00		460,000.00	

PALO ALTO AIRPORT APRON RECONSTRUCTION PROJECT, PHASE III FAA AIP PROJECT NO. 3-06-0182-011-2016 IFB NO. 178189					ENGINEERS OPINION OF CONSTRUCTION COST  C&S Engineers, Inc.  8950 Cal Center Drive, Suite 102 Sacramento, California 95826		Bidder #1  A. Teichert & Son, Inc. dba Teichert Construction 5200 Franklin Drive, Suite 115 Pleasanton, CA 94588		Bidder #2  Golden Gate Constructors  111555 Dublin Blvd. Dublin, CA 94568	
ITEM NO.	FAA SPEC NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<b>ADDITIVE BID ALTRENATE #4</b>										
177	SP-24	54" OUTFALL PIPE JOINT INVESTIGATION (PER JOINT)	18	EACH	\$5,000.00	\$90,000.00	\$14,500.00	\$261,000.00	\$5,000.00	\$90,000.00
178	SP-24	54" OUTFALL PIPE JOINT REPAIR (PER JOINT)	18	EACH	\$10,000.00	\$180,000.00	\$8,000.00	\$144,000.00	\$15,000.00	\$270,000.00
<b>SUBTOTAL ADDITIVE ALTERNATE BID 4 (ITEMS 177 THROUGH 178)</b>					<b>270,000.00</b>		<b>405,000.00</b>		<b>360,000.00</b>	
<b>ADDITIVE BID ALTRENATE #5</b>										
179	P-101	AC PAVEMENT REMOVAL (3" THICK)	2,120	SY	\$5.00	\$10,600.00	\$7.00	\$14,840.00	\$10.00	\$21,200.00
180	P-152	UNCLASSIFIED EXCAVATION	110	CY	\$75.00	\$8,250.00	\$350.00	\$38,500.00	\$100.00	\$11,000.00
181	P-403	ASPHALT SURFACE COURSE	420	TON	\$140.00	\$58,800.00	\$140.00	\$58,800.00	\$125.00	\$52,500.00
182	P-620	PAINTSTRIPING (GREEN, NON-REFLECTORIZED)	12,250	SF	\$7.00	\$85,750.00	\$1.00	\$12,250.00	\$1.00	\$12,250.00
183	P-620	PAINTSTRIPING (YELLOW, REFLECTORIZED)	720	SF	\$7.00	\$5,040.00	\$2.00	\$1,440.00	\$2.00	\$1,440.00
184	D-701	12" HDPE STORM DRAIN	250	LF	\$150.00	\$37,500.00	\$250.00	\$62,500.00	\$100.00	\$25,000.00
185	D-751	CATCH BASIN (CALTRANS D73, G1)	3	EA	\$5,000.00	\$15,000.00	\$4,500.00	\$13,500.00	\$5,000.00	\$15,000.00
186	D-751	CATCH BASIN (TYPE H)	1	EA	\$7,500.00	\$7,500.00	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00
187	SP-26	ADJUST TAXIWAY LIGHTING BASE CAN TO GRADE	13	EA	\$2,000.00	\$26,000.00	\$2,000.00	\$26,000.00	\$2,000.00	\$26,000.00
188	SP-27	CONCRETE VALLEY GUTTER	280	LF	\$60.00	\$16,800.00	\$65.00	\$18,200.00	\$60.00	\$16,800.00
189	C-106	SAFETY, SECURITY AND MAINTENANCE OF TRAFFIC	1	LS	\$15,000.00	\$15,000.00	\$19,000.00	\$19,000.00	\$10,000.00	\$10,000.00
190	C-105	MOBILIZATION (6% MAXIMUM)	1	LS	\$17,174.40	\$17,174.40	\$16,321.80	\$16,321.80	\$10,000.00	\$10,000.00
<b>SUBTOTAL ADDITIVE ALTERNATE BID 5 (ITEMS 179 THROUGH 190)</b>					<b>303,414.40</b>		<b>\$288,351.80</b>		<b>\$207,190.00</b>	
<b>ADDITIVE BID ALTRENATE #6</b>										
191	SP-30	FUTURE HANGAR DOOR SLAB AND FOUNDATION	2	EACH	\$150,000.00	\$300,000.00	\$148,000.00	\$296,000.00	\$175,000.00	\$350,000.00
<b>SUBTOTAL ADDITIVE ALTERNATE BID 6 (ITEM 191)</b>					<b>300,000.00</b>		<b>296,000.00</b>		<b>350,000.00</b>	
<b>ADDITIVE BID ALTRENATE #7</b>										
192	SP-33	SITE PREPARATION FOR TEMPORARY TERMINAL TRAILER	260	SY	\$25.00	\$6,500.00	\$38.00	\$9,880.00	\$50.00	\$13,000.00
193	SP-32	REMOVE EXISTING PORTABLE TRAILER	1	EACH	\$25,000.00	\$25,000.00	\$17,000.00	\$17,000.00	\$20,000.00	\$20,000.00
<b>SUBTOTAL ADDITIVE ALTERNATE BID 7 (ITEMS 192 THROUGH 193)</b>					<b>31,500.00</b>		<b>26,880.00</b>		<b>33,000.00</b>	
SUBTOTAL - BASE BID					\$4,299,153.30		\$4,275,987.00		\$4,347,717.20	
SUBTOTAL - BID ALTERNATE #1					\$4,392,470.40		\$3,451,304.00		\$3,970,616.90	
SUBTOTAL - BID ALTERNATE #2					\$5,675,558.00		\$4,612,030.00		\$5,438,022.60	
SUBTOTAL - BID ALTERNATE #5					\$303,414.40		\$288,351.80		\$207,190.00	
<b>TOTAL BID - BASE BID, ALT #1, ALT #2 and ALT #5</b>					<b>\$14,670,596.10</b>		<b>\$12,627,672.80</b>		<b>\$13,963,546.70</b>	
SUBTOTAL - BASE BID					\$4,299,153.30		\$4,275,987.00		\$4,347,717.20	
SUBTOTAL - BID ALTERNATE #1					\$4,392,470.40		\$3,451,304.00		\$3,970,616.90	
SUBTOTAL - BID ALTERNATE #2					\$5,675,558.00		\$4,612,030.00		\$5,438,022.60	
SUBTOTAL - BID ALTERNATE #3					\$345,000.00		\$517,500.00		\$460,000.00	
SUBTOTAL - BID ALTERNATE #4					\$270,000.00		\$405,000.00		\$360,000.00	
SUBTOTAL - BID ALTERNATE #5					\$303,414.40		\$288,351.80		\$207,190.00	
SUBTOTAL - BID ALTERNATE #6					\$300,000.00		\$296,000.00		\$350,000.00	
SUBTOTAL - BID ALTERNATE #7					\$31,500.00		\$26,880.00		\$33,000.00	
<b>TOTAL BID - BASE BID and ALTs #1 - #7</b>					<b>\$15,617,096.10</b>		<b>\$13,873,052.80</b>		<b>\$15,166,546.70</b>	



PALO ALTO AIRPORT APRON RECONSTRUCTION PROJECT, PHASE III FAA AIP PROJECT NO. 3-06-0182-011-2016 IFB NO. 178189					ENGINEERS OPINION OF CONSTRUCTION COST C&S Engineers, Inc. 8950 Cal Center Drive, Suite 102 Sacramento, California 95826		Bidder #1 A. Teichert & Son, Inc. dba Teichert Construction 5200 Franklin Drive, Suite 115 Pleasanton, CA 94588		Bidder #2 Golden Gate Constructors 111555 Dublin Blvd. Dublin, CA 94568	
ITEM NO.	FAA SPEC NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
*DENOTES MATH ERROR. CORRECTED AMOUNT SHOWN.							Additive Bid Alternate No. 5 - Mobilization in bid was \$18,000 which exceeded the 6% maximum. Corrected amount shown above.		Base Bid - Mobilization in bid was \$255,000 which exceeded the 6% maximum. Corrected amount shown above.  Additive Bid Alternate No. 1 - Mobilization in bid was \$230,000 which exceeded the 6% maximum. Corrected amount shown above.  Additive Bid Alternate No. 2 - Mobilization in bid was \$320,000 which exceeded the 6% maximum. Corrected amount shown above.	

C&S ENGINEERS, INC.

I CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED MAY 5, 2020

SIGNED: \_\_\_\_\_

DATE: 2020-05-14



**County of Santa Clara**  
Office of the County Clerk-Recorder  
Business Division

County Government Center  
70 West Hedding Street, E. Wing, 1<sup>st</sup> Floor  
San Jose, California 95110 (408) 299-5688



Santa Clara County - Clerk-Recorder Office  
State of California

**File Number: ENV20876**

ENVIRONMENTAL FILING

No. of Pages: 2

Total Fees: \$50.00

File Date: 05/30/2017

Expires: 06/29/2017

**REGINA ALCOMENDRAS, Clerk-Recorder**

By: Mike Louie, Deputy Clerk-Recorder

**CEQA DOCUMENT DECLARATION**

**ENVIRONMENTAL FILING FEE RECEIPT**

PLEASE COMPLETE THE FOLLOWING:

1. LEAD AGENCY: City of Palo Alto
2. PROJECT TITLE: Palo Alto Airport Apron Reconstruction
3. APPLICANT NAME: City of Palo Alto, Public Works Engineering, Airport Division PHONE: 650-329-2687
4. APPLICANT ADDRESS: 1925 Embarcadero Road, Palo Alto, CA 94303
5. PROJECT APPLICANT IS A: ☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity
6. NOTICE TO BE POSTED FOR 30 DAYS.

**7. CLASSIFICATION OF ENVIRONMENTAL DOCUMENT**

**a. PROJECTS THAT ARE SUBJECT TO DFG FEES**

- |  |             |         |
|--|-------------|---------|
| <input type="checkbox"/> 1. <b><u>ENVIRONMENTAL IMPACT REPORT</u></b> (PUBLIC RESOURCES CODE §21152)                                   | \$ 3,078.25 | \$ 0.00 |
| <input type="checkbox"/> 2. <b><u>NEGATIVE DECLARATION</u></b> (PUBLIC RESOURCES CODE §21080(C))                                       | \$ 2,216.25 | \$ 0.00 |
| <input type="checkbox"/> 3. <b><u>APPLICATION FEE WATER DIVERSION</u></b> (STATE WATER RESOURCES CONTROL BOARD ONLY)                   | \$ 850.00   | \$ 0.00 |
| <input type="checkbox"/> 4. <b><u>PROJECTS SUBJECT TO CERTIFIED REGULATORY PROGRAMS</u></b>  | \$ 1,046.50 | \$ 0.00 |
| <input type="checkbox"/> 5. <b><u>COUNTY ADMINISTRATIVE FEE</u></b> (REQUIRED FOR a-1 THROUGH a-4 ABOVE)<br>Fish & Game Code §711.4(e) | \$ 50.00    | \$ 0.00 |

**b. PROJECTS THAT ARE EXEMPT FROM DFG FEES**

- |   |          |          |
|---|----------|----------|
| <input checked="" type="checkbox"/> 1. NOTICE OF EXEMPTION (\$50.00 COUNTY ADMINISTRATIVE FEE REQUIRED)   | \$ 50.00 | \$ 50.00 |
| <input type="checkbox"/> 2. A COMPLETED "CEQA FILING FEE NO EFFECT DETERMINATION FORM" FROM THE DEPARTMENT OF FISH & GAME, DOCUMENTING THE DFG'S DETERMINATION THAT THE PROJECT WILL HAVE NO EFFECT ON FISH, WILDLIFE AND HABITAT, OR AN OFFICIAL, DATED RECEIPT / PROOF OF PAYMENT SHOWING PREVIOUS PAYMENT OF THE DFG FILING FEE FOR THE *SAME PROJECT IS ATTACHED (\$50.00 COUNTY ADMINISTRATIVE FEE REQUIRED) |          |          |
| DOCUMENT TYPE: <input type="checkbox"/> ENVIRONMENTAL IMPACT REPORT <input type="checkbox"/> NEGATIVE DECLARATION   | \$ 50.00 | \$ 0.00  |

**c. NOTICES THAT ARE NOT SUBJECT TO DFG FEES OR COUNTY ADMINISTRATIVE FEES**

- |  |   |        |           |
|--|---|--------|-----------|
| <input type="checkbox"/> NOTICE OF PREPARATION | <input type="checkbox"/> NOTICE OF INTENT | NO FEE | \$ NO FEE |
|--|---|--------|-----------|

8. OTHER: \_\_\_\_\_ FEE (IF APPLICABLE): \$ \_\_\_\_\_

9. TOTAL RECEIVED: \_\_\_\_\_ \$ 50.00

\*NOTE: "SAME PROJECT" MEANS NO CHANGES. IF THE DOCUMENT SUBMITTED IS NOT THE SAME (OTHER THAN DATES), A "NO EFFECT DETERMINATION" LETTER FROM THE DEPARTMENT OF FISH AND GAME FOR THE SUBSEQUENT FILING OR THE APPROPRIATE FEES ARE REQUIRED.

THIS FORM MUST BE COMPLETED AND ATTACHED TO THE FRONT OF ALL CEQA DOCUMENTS LISTED ABOVE (INCLUDING COPIES) - SUBMITTED FOR FILING. WE WILL NEED AN ORIGINAL (WET SIGNATURE) AND TWO (2) COPIES. (YOUR ORIGINAL WILL BE RETURNED TO YOU AT THE TIME OF FILING.)

CHECKS FOR ALL FEES SHOULD BE MADE PAYABLE TO: SANTA CLARA COUNTY CLERK-RECORDER

PLEASE NOTE: FEES ARE ANNUALLY ADJUSTED (Fish & Game Code §711.4(b)); PLEASE CHECK WITH THIS OFFICE AND THE DEPARTMENT OF FISH AND GAME FOR THE LATEST FEE INFORMATION.

"... NO PROJECT SHALL BE OPERATIVE, VESTED, OR FINAL, NOR SHALL LOCAL GOVERNMENT PERMITS FOR THE PROJECT BE VALID, UNTIL THE FILING FEES REQUIRED PURSUANT TO THIS SECTION ARE PAID." Fish & Game Code §711.4(c)(3)

(Fees Effective 01-01-2017)



## **Notice of Exemption**

**Project Title:** Palo Alto Airport Apron Reconstruction

**Project Location** (include county): 1925 Embarcadero Road, Palo Alto, CA 94303 (Santa Clara Co.)

**Project Description:**

The project includes reconstruction of a portion of the aircraft parking apron and replacement of the apron security lighting. Following reconstruction, the aircraft tie-downs would be re-installed and the tie down areas re-marked to comply with FAA standards. A small area within the fenced airport boundary would be paved that is not currently paved to allow the airport to maintain the same tie-down capacity while complying with FAA standards for the tie-down dimensions.

**Name of Public Agency Approving Project:** City of Palo Alto

**Name of Person or Agency Carrying Out Project:** City of Palo Alto, Public Works Engineering, Airport Division

**Exempt Status:** (check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption: 15302 Reconstruction or Replacement
- ☐ Statutory Exemptions. State code number

**Reasons why project is exempt:**

Categorical Exemption Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the one replaced and will have substantially the same purpose and capacity as the structure replaced.

The proposed project includes reconstruction of the existing apron parking facility area and its replacement in the same location. Although there is a minor additional paved area proposed within the facility fenceline, this paving would not increase the capacity of the parking facility area to allow for more tie-downs. The total airplane tie-down capacity would remain unchanged but is being re-marked to comply with Federal Aviation Administration standards. The light poles at the airport would also be replaced with new light poles. The number of poles and type of poles would similar to existing and replaced in approximately the same location but the light fixtures used will be more energy efficient. The photometric studies included in the project plans on file with the City show that the new lighting would not result in any spillover lighting beyond the property line of the airport.

**Project Planner:** Claire Hodgkins, Project Planner **Email:** Claire.hodgkins@cityofpaloalto.org

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☒ N/A

  
Signature (Public Agency)

  
Associate Planner  
Title

May 17, 2017  
Date