SPECIAL MEETING OF THE
MONTEREY PENINSULA AIRPORT DISTRICT
BOARD OF DIRECTORS

April 5, 2023 - 10:00 AM

Monterey Regional Airport
200 Fred Kane Drive, Suite 200

NOTICE REGARDING A RETURN TO IN-PERSON PUBLIC PARTICIPATION AT MONTEREY PENINSULA AIRPORT DISTRICT BOARD MEETINGS

Due to the expiration of the COVID-19 California State of Emergency, the Monterey Peninsula Airport District will return to holding meetings at the Airport Board Room, with in-person attendance. Members of the public may attend the Board Meeting in person and request to speak to the Board when the Chair calls for public comment. In general, remote comments will not be allowed, except as outlined in the limited circumstances below.

The Monterey Peninsula Airport District will continue to broadcast the Board Meetings via Zoom video conference for viewing by the public. To view the Board meeting via Zoom video conference, please visit www.zoom.us/join and enter the following Meeting ID: **831 7098 4092.** If you do not have access to the internet, you may listen telephonically by calling (253) 215-8782 and entering the same Meeting ID and password.

In the event that a Board Member utilizes the procedure outlined in AB 2449 to attend a meeting, only then will remote public comments be allowed. Under those circumstances, when the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9. The Secretary to the Board will call speaker names and unmute speaker microphones. You will have up to 3 minutes to provide your oral comments, pursuant to Board policy.

Members of the public who desire to make a public comment can send an email to info@montereyairport.com and include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment)." Written comments should be received by 8:00 AM on the day of the meeting. All submitted comments will be provided to the Board for consideration and will be compiled as part of the record.

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

D. REGULAR AGENDA - ACTION ITEMS

Presentation 1. City of Monterey Fire Department (10:00 AM – 10:15 AM)

Interview 2. City of Monterey Fire Department (10:15 AM – 10:30 AM)

Scheduled Break from 10:30 AM – 10:45 AM

Presentation 3. J.J. Protective Services, Inc. d/b/a Pro-Tec Fire Services, Ltd. (10:45 AM – 11:00 AM)

Interview 4. J.J. Protective Services, Inc. d/b/a Pro-Tec Fire Services, Ltd. (11:00 AM – 11:15 AM)

Direct 5. Provide Direction to Staff for Airport Fire & Related Emergency Services

Adopt 6. Resolution No. 1844, A Resolution Authorizing a Professional Services Agreement with Hellmuth, Obata & Kassabaum, Inc. (HOK) for Design of the Relocated Passenger Terminal Complex

E. ADJOURNMENT

AGENDA DEADLINE

This is the final Agenda that has been posted on the bulletin board outside of the District Offices in the Terminal Building at the Monterey Regional Airport no less than 24 hours prior to the special meeting.
this agenda will be heard at the time the matter is considered.

AGENDA ITEM: D-5
DATE: April 5, 2023

MONTEREY PENINSULA AIRPORT DISTRICT
200 Fred Kane Drive, Suite 200
Monterey, CA 93940

Michael La Pier, AAE, Executive Director

REQUEST FOR PROPOSALS
Monterey Regional Airport Fire & Related Emergency Services

SUBMITTAL INFORMATION

Monterey Regional Airport
Re: Monterey Regional Airport Fire & Related Emergency Services
200 Fred Kane Drive, Suite 200
Monterey, CA 93940

PROPOSALS DUE ON: March 1, 2023 4:00- P.M.

Published: December 20, 2022

REQUEST FOR PROPOSALS

Monterey Regional Airport Fire and Related Emergency Services

The Monterey Peninsula Airport District (District) is considering a contract relationship with a public or private sector provider for the provision of fire suppression, fire prevention and emergency services for the Monterey Regional Airport (Airport). A successful agency or provider will be responsible for such services for the entirety of the Airport including airplane, vehicle and structure fires and other potential emergency services which are compliant with Federal Aviation Administration (FAA) standards for this Airport.

Background

The Monterey Peninsula Airport District is a special district created by the California State Legislature. Revenues are received from Airport rents, user fees, landing fees and property taxes. The District receives Federal grants for capital and infrastructure projects. These are financed from FAA Airport Improvement Program, Passenger Facility Charges (PFC) and/or other aviation user fees.

The mission of the Monterey Regional Airport is to "Provide the region convenient commercial and general aviation access to the national air transportation system, operate the Airport in a safe, efficient, and fiscally responsible manner, and develop the Airport to meet future needs."

Fire & Emergency Services at the Airport are currently provided by the City of Monterey Fire Department (MFD).

The District owns and will provide for use by the successful provider the following firefighting vehicles:

Year – 2008
Manufacturer – Pierce – Arrow XT
Type I Structure Engine / ARFF Support
1500 GPM
750 Gallons

Year – 2005
Manufacturer – Rosenbauer – Panther
Aircraft Rescue Firefighting Vehicle (ARFF)
1500 gallons
200 gallons of AFFF (foam)
450 Gallons Dry Chemical

Year – 2003
Manufacturer – E-One Titan HPR
Aircraft Rescue Firefighting Vehicle (ARFF)
1500 gallons
210 gallons of AFFF (foam)
450 gallons Dry Chemical

Year – 1996
Manufacturer – Ford F250
4X4 Pickup Utility vehicle

Year – 2008
Manufacturer – Pierce – Arrow XT
Mobile Command Unit*
5 computer work stations
7 Kenwood 5210 mobile radios w/headsets
1 MotoSat satellite dish with controller.
1 satellite phone
3- 20" tv screens
1 smart board

*The Mobile Command Unit will be available for use by the contracting Agency or Provider. Specific personnel must be trained and designated to operate this vehicle. Use of the vehicle for other than Airport or airport events will be determined by the Executive Director or his designee. It is expected that an applicable reimbursement for cost for 'other than Airport use" will be established and billed to the requesting agency or provider.

Airport Operational Description

The Monterey Regional Airport is an Index B Airport. This determination is based on aircraft length and average number of daily departures of air carrier aircraft serving the Airport. The following is the FAA, Part 139.317 criteria for an Index B Airport:

Either of the following:

(1) One vehicle carrying at least 500 pounds of sodium-based dry chemical, halon 1211, or clean agent and 1,500 gallons of water and the commensurate quantity of Aqueous Film Forming Foam (AFFF) for foam production, or:

(2) Two vehicles:

(i) One vehicle carrying the extinguishing agents as specified in paragraphs (a)(1) or (a)(2) of this section; and

(ii) One vehicle carrying an amount of water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by both vehicles is at least 1,500 gallons.

There are approximately 60,000 airplane operations per year (an operation is a take-off or landing) of which thirty-percent (30%) are airlines, sixty-seven percent (66%) general aviation, less than two percent (4%) military.

The Airport is served by Alaska Airlines (SkyWest and Horizon Airlines), Allegiant Airlines, American Airlines (American and Envoy), and United Express (SkyWest Airlines).

There are about 30 scheduled daily arrivals and departures per day with direct service to San Francisco, Phoenix, Los Angeles, Denver, Dallas, Seattle and San Diego. There are at least two weekly flights to Las Vegas.

The Airlines serving the Airport operate 50 seat Canadair Regional Jets CRJ-200, 66 seat Canadair Regional Jets CRJ-700, 76 seat Canadair Regional Jets CRJ-900, 76 seat Embraer 175 Jets and 126,156, or 177 seat Airbus 319/320 Jets.

In addition, JSX operates scheduled service at 200 Sky Park Drive with four weekly flights to Orange County and Burbank using a 30 seat Embraer 145.

Approximately 400,000 passengers passed through the terminal in 2021.

MFD responded to 44 incidents on the Airport in 2022.

The Airport is comprised of 507 acres including an Airport Terminal building, numerous commercial structures and storage facilities, and wildland acreage.

Fire Station Overview

A Relocated Monterey Regional Airport Fire Station will be built and ready for occupancy by September of 2023. The station is located on the Northeast Corner of the Airport property and will have a dedicated vehicle service road to the main runway for rapid response to aircraft emergencies. See Attachment A for building the ARFF footprint.

Scope of Services

The District will provide the building and apparatus; with the proposing agency or provider responsible for all costs, including but not limited to: dispatching, maintenance, repairs, upkeep, IT and supplies.

If awarded a contract, the successful agency or provider should be prepared to enter into a three-year agreement for the proposed services, with the option to extend for an additional two years to the term, subject to negotiations.

ARFF SERVICES: The proposal should provide for minimum staffing of three firefighters per shift 24 hours a day, with a minimum of one being fully qualified ARFF firefighter on duty, 24/7/365. The Firefighters assigned to the station for ARFF duties must be trained to operate the Airport's firefighting vehicles. Other apparatus must be maintained and used for non-ARFF responses. Firefighters must be trained in accordance with FAR Part 139.319, have attended FAA approved ARFF training school, and must maintain certification through participation in an annual "hot fire"

drill exercise.

The successful proposal will include providing the following services:

- Maintaining FAA required Training Records for firefighters.
- Preparing and organizing all necessary training records and exercises, including the Part 139 required tri-annual disaster exercise and other required training.
- Daily airfield inspections (FAR Part 139.327) on weekends, holidays and special occasions.

STRUCTURAL/EMS SERVICES: The proposal must include allowances for fire prevention, suppression and emergency medical services to on-Airport non-aircraft related incidents. The successful agency or provider is responsible for arranging all mutual-aid services and relationships, as well as manage and comply with the County Of Monterey, county-wide Next Generation (NGEN) Radio System Service Agreement that the Airport is party to. The Airport is comprised of 507 acres including an Airport Terminal building, numerous commercial structures and storage facilities, and wildland acreage.

The contracting Agency or Provider, if desired, may provide additional staffing and equipment as needed to meet its own off Airport non-aviation emergencies, at no additional cost to the District.

Command Staff coverage will be provided at all times with qualified personnel, knowledgeable and proficient in aircraft fire/emergencies.

The Firefighters assigned to the Airport will be expected to function as if they were “standing in the shoes” of Airport personnel. The assigned “chief” might be expected to attend staff meetings and all other required meetings. Station personnel will continue to be treated as part of the “Airport family” and participate in Airport functions. The successful agency or provider will support promotional and community activities on and off the Airport.

All proposals must include the total cost to the District for providing the scope of services stated herein, quoted as an annual cost with any inflation factor defined in the proposal.

Responding to the Request for Proposal

Proposals must be submitted as directed on Page 1 of this RFP:

All proposals must be received by March 1, 2023 at 4:00 pm. Late proposals will not be considered. Proposals **may not** be e-mailed or faxed.

Questions Pertaining to the RFP

Questions pertaining to this RFP must be submitted in writing prior to January 31, 2023 by 4:00 pm to planning@montereyairport.com. Response to questions will be posted on the District website, https://montereyairport.specialdistrict.org/legal-notices by February 7, 2023.

Innovative Approaches and Regional Solutions Desired

All relevant ideas and potential solutions will receive consideration.

Of particular interest to the District are proposals that capitalize on the strengths and assets of the emergency response resources available at the Airport and in nearby or surrounding jurisdictions, such that economic benefit(s) to the District and a proponent can be achieved. Agencies or Providers responding to this RFP are encouraged to "think out of the box." While the District requires the proposal to include an annual cost with any inflation factors defined, the District will consider viable optional alternatives. However, the District reserves the right to reject any optional alternatives in favor of the annual cost proposals.

General Responsibilities for Fire and Emergency Services

Proposals are expected to meet the general responsibilities for delivering fire and emergency response services and to provide such services in a manner that delivers these services using generally accepted practices within the level of service agreed to with the District.

All proposals shall include the pricing details. Such detail will include the cost of personnel salaries and benefits, materials, equipment, and overhead costs, if any. The cost of each position/ rank must also be shown.

Pricing detail shall be depicted by year for each of the three years such that the District can evaluate the proposal's annual and total cost. Proposals may include annual cost adjustments due to anticipated changes in salary, benefits, and other costs.

Terms of the Agreement and Pricing

The District expects to complete its review and selection process so as to have all facets of the emergency response system in place on or about October 1, 2023.

If awarded a contract, the successful agency or provider should be prepared to enter into a three-year agreement for the proposed services, with the potential for adding two additional years to the term, subject to negotiations.

Submittal Guidelines

Agencies submitting proposals shall submit five bound copies and one electronic copy. The proposal must include a transmittal letter signed by an official representative authorized to commit the organization to the proposal's terms. Proposals **may not** be e-mailed or faxed.

The District reserves the right to reject any or all proposals, to request additional information concerning any proposal for purposes of clarification, to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the District as determined by the General Manager.

Additional Submittal Information

The District assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt. All costs incurred during proposal preparation or in any way associated with the agency or provider's preparations, submission, presentation, or oral interview shall be the sole responsibility of the agency or provider.

If awarded a contract, the successful agency or provider shall maintain insurance coverage, including worker's compensation, reflecting the minimum amounts and conditions specified by the District, and professional services or errors and omissions liability to cover any services rendered under an awarded contract. Proof of insurance must be provided with the proposal.

Proposal Evaluation Process and Timing

All proposals will be screened by the District. Those most advantageous to the District will be afforded the opportunity to present their proposal to a committee of District representatives. It is the District's plan to interview the most responsive

proposers prior to any decision. However, the District is under no obligation to interview any of the proposers.

Important dates and the projected timeline for this process are*:

Questions pertaining to this RFP ..... January 31, 2023.

Response to Questions posted ..... February 7, 2023.

Proposals Due ..... March 1, 2023.

Review and selection presented to BOD ..... March 15, 2023

BOD Consideration of Draft Agreement ..... April 19, 2023

BOD Adoption of Agreement ..... April 19, 2023

Transition of Services to New Provider ..... October 1, 2023

*All dates subject to change

Non-Obligation

The District retains sole discretion to evaluate proposals and may make an award to the agency or provider deemed to have the most responsive proposal. In addition, the District reserves the right to engage in negotiations with any agency or provider over alternatives identified in this RFP as well as alternatives that may become apparent during negotiations. Receipt of proposals in response to this RFP do not obligate the District in any way to engage any proposing agency or provider and the District reserves the right to reject any or all proposals, wholly or in part, at any time, without penalty.

The District shall bear no financial or other responsibility to any agency or provider for any reason or for any participation in the process. The District reserves the right to negotiate all final terms and conditions of any agreements entered into.

ATTACHMENT A

ROOM SCHEDULE		
Number	Name	Area
101	ENTRY	60 SF
102	HALL 1	232 SF
111	KITCHEN/DINING/DAYROOM	547 SF
110	LAUNDRY/UTILITY	101 SF
104	DORM 1 ADA	157 SF
105	BATH 1 ADA	63 SF
106	DORM 2	148 SF
107	BATH 2	63 SF
108	DORM 3	148 SF
109	BATH 3	63 SF
112	ADA WC	95 SF
113	STATION STORAGE	175 SF
114	TRAINING/COMPUTER	174 SF
115	CAPTAIN/CHIEF	201 SF
116	WATCH/FILES	130 SF
117	APPARATUS BAY	4386 SF
118	GEAR WASH/DRYING ROOM	150 SF
119	MEDICAL/DECON	150 SF
120	SBCA	208 SF
121	FIRST AID	120 SF
122	WORKSHOP	300 SF
123	SHOP STORAGE	101 SF
124	AGENT STORAGE	305 SF
125	MECHANICAL	305 SF
126	ELECTRICAL	305 SF
127	TELECOMM/IT	130 SF

1. Who is responsible for providing the tools, equipment, and supplies to support preventative maintenance items at the station?
   A. The contract provider will be responsible for providing the above to support preventative maintenance items less than $25,000 for capital improvements and $5,000 for capital equipment.
2. What does maintenance, repairs and upkeep include? Ex. HVAC systems, plumbing, electrical, structural, etc.
   A. The contract provider will be responsible for the above listed items less than $25,000. (note this will be a new facility that will open in 2023 – some of these items will be covered by warranties)
3. Who is responsible for providing utilities (electric, water, gas)?
   A. The Airport will provide electricity and water (no natural gas available at this site)
4. Who is responsible for providing internet/cable services?
   A. The new facility will be internet/cable ready, the contract provider will be responsible for providing the service connection and ongoing support.
5. Will the airport be providing office equipment (telephones, computers, printers, etc.)?
   A. The contract provider will be responsible.
6. Who is responsible for providing kitchen items, dishes, pots, silverware, tables, and chairs?
   A. The Airport will provide these items.
7. Who is responsible for providing furnishings (TV's, beds, recliners, linens, etc.)?
   A. The Airport will provide the furniture, the contract provider will be responsible linens etc.
8. Who is responsible for providing exercise equipment and gear?
   A. The contract provider will be responsible for these items.
9. Who will be responsible for replacement, maintenance, and repairs of all ARFF and Structural apparatus and equipment?
   A. The Airport will be responsible.
10. Who is responsible for providing fuel(s) for all assigned apparatus, support vehicles and support equipment?
    A. The Airport will be responsible.
11. Who is responsible for providing, maintaining, and replacing Personal Protective Equipment (PPE)?
    A. The contract provider will be responsible for these items.
12. Who is responsible for providing, maintaining, and replacing Self-Contained Breathing Apparatus (SCBA)?
    A. The Airport will be responsible for providing the initial equipment. The contract provider will be responsible for maintenance and replacement.
13. Do the ARFF trucks have input based foam testing capability?
    A. No not at this time. Foam is discharged into a barrel and tested on site. The Airport will explore grant based options for such a device.

14. If not, how is the foam system currently tested?
    A. See above.
15. Who is responsible for medical bag and supplies?
    A. The contract provider will be responsible for these items.
16. Who is responsible for providing a medical director, or is there a County Medical Director that the contractor would fall under jurisdiction of?
    A. The Airport falls under the jurisdiction of the unincorporated areas of Monterey County.
17. What Emergency Medical Services (EMS) level are firefighters required to be trained to?
    A. 139.319 (4) lists the minimum requirements for EMS training.
18. What Hazardous Materials responder level are firefighters required to be trained to?
    A. The contract provider will be required to be trained to the standards as listed in Part 139.319. Fire will also be expected to be familiar with the airport's hazmat business plan and will be responsible for safeguarding and reporting stored chemicals for the California Environmental Reporting System (CERS)
19. What happens if there is a medical emergency, or other incident, and an aircraft incident occurs?
    A. The contract provider will be responsible for implementing a mutual aid agreement. During an aircraft incident, the ARFF vehicle would be respond to that incident. It is anticipated that the mutual aid agreement would be in place to assist with multi-incident events.
20. Who is responsible for changing/modifying dispatch procedures, and are there any associated costs?
    A. The Airport participates in the County dispatch system. The contract provider will be responsible for ensuring that system remains in place and active.
21. Who is responsible for any costs associated with NGEN radio system?
    A. The Airport will be responsible for purchasing/providing the equipment for the NGEN radio system. The contract provider will be responsible for maintenance and operation of the equipment.
22. Is there a vehicle for the Fire Chief with radios and emergency lighting?
    A. No.
23. What are the minimum amounts specified by the District?
    A. The contract provider is required to have a commercial general liability or public liability with minimum limits of $10,000,000 per occurrence.
24. What amount of insurance coverage is to be provided under professional errors and omissions?
    A. The contract service provider is required to have errors and omissions coverage in an amount of $10,000,000 per occurrence.

B. What amount of insurance coverage is to be provided under General Liability?
    A. The contract service provider is required to have a general liability policy with minimum limits of $10,000,000 per occurrence.

B. Will a sample/example COI be sufficient as proof of insurance? Insurance cannot be bound without a contract.
    A. Yes, However, a contract service provider shall provide the issued COI listing Monterey Peninsula Airport District as an additional insured as soon as practical following award of the agreement.

AGENDA ITEM: D-6
DATE: April 5, 2023

TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, Executive Director
SUBJ: Resolution No. 1844, A Resolution Authorizing a Professional Services Agreement with Hellmuth, Obata & Kassabaum, Inc. (HOK) for Design of the Relocated Passenger Terminal Complex

BACKGROUND. On November 26, 2018, the Board of Directors of the Monterey Peninsula Airport District (MPAD) approved Resolution No. 1730 certifying Final Environmental Impact Report (EIR) (SCH 2015121105), and Resolution No. 1731, approving Alternative 1 as the Airport Master Plan Project for Monterey Regional Airport.

On April 20, 2022, the BOD approved Resolution No. 1819 and certified the Revised Addendum to FEIR for the Minor Project Modifications and approved Resolution No. 1820 the Minor Project Modifications to the MRY Master Plan.

The FY23 Adopted Capital Improvement Budget contains Project 2023-01 Safety Enhancement Program (SEP) Phase D1 Terminal Design and the approved Airport Capital Improvement Program (ACIP) for FY 2022-2028 includes this SEP project phase.

In June 2022, the Monterey Peninsula Airport District (MPAD) widely solicited for Statements of Qualifications (SOQs) from interested Design Teams to submit a Qualifications Proposal for professional Architect/Engineering Consulting Services for the Relocated Passenger Terminal Complex (Project) that includes associated landside support facilities at the Monterey Regional Airport (MRY or Airport).

The Airport received seven (7) response submittals for consideration. Based on the review of the SOQ the Evaluation Panel recommended the top three ranked team's advancement to an interview process. The top three ranked Design Entities provided a formal presentation and responded to questions by the Evaluation Panel. The top two were then offered an opportunity to provide a second onsite interview with the Board of Directors.

On October 21, 2022, the top two ranked teams, HOK and Alliiance were invited to a final interview that included the Airport Board of Directors. Each Design Entity provided a formal presentation and responded to questions from the Board. Following the formal presentation/interview HOK was identified as the lead team choice to submit a Scope of Work (SOW) for the Design of the Relocated Passenger Terminal Complex (Project).

DISCUSSION. The Airport has received notice of eligibility for Bipartisan Infrastructure Law (BIL) Entitlement Grants for FY22 and FY23 totaling $4.28M. In March 2023, the Airport received notice of eligibility for another $3.0M Grant for Terminal Design under the competitive BIL/ATP process.

The purpose of the Project is to provide the design of a new Terminal building and landside improvements as part of Monterey Airport's overall Safety Enhancement Program (SEP).

The Relocated Passenger Terminal Complex scope is anticipated to include the design of the following:

Terminal Building. The relocated building will consist of approximately 62,000 sf of gross building area, with an "Optimal" Level of Service (per IATA standards). The final gross area will be determined during program validation of the Concept Phase of design.

Airside Civil Work. A total of five (5) Passenger Boarding Bridges (PBB), including foundations, services, and apron pavement panels at the PBB locations (per commercial apron project completed by others). Layout/configuration of apron services, including accommodation of electric Ground Support Equipment (eGSE) for airline aircraft support. All apron striping for PBB and Remain Overnight (RON) positions. Air Operations Area (AOA) fence between the terminal building and existing fence. Two rows of apron panels along the airside face of the terminal building for coordination of building services.

Landside Civil Work. Landside improvements, including the revised terminal access road, completion of the parking lot, rental car ready return lot and circulation for a variety of transportation services.

Based on the reviewed SOW from HOK, an independent fee estimate (IFE) was conducted by Kimley Horn and their subconsultants, and the final fee proposal by HOK is considered reasonable by MPAD as it was within 7% of the IFE.

The negotiated costs associated with the overall design of the terminal complex as found on pages 36 and 37 of Exhibit A - New Terminal Facility Scope of Work are estimated at $5,771,125 for design, $168,275 for Geotechnical/Surveying and $60,500 for expenses. Staff recommends a contract be approved with HOK to complete the Design of the Relocated Passenger Terminal Complex at a not-to-exceed cost of $5,999,950.00.

SOURCE OF FUNDS. The BIL entitlement grant application will provide a 90.66% FAA share of the funding costs (Airport Improvement Program) and a 9.34% District share (Passenger Facility Charges). The BIL competitive grant will provide a 95% FAA share from AIP and a 5% District share from PFC.

FISCAL IMPACT. The project is included in the approved Capital Improvement Plan as an FAA/PFC funded project – Safety Enhancement Project Phase D1 Terminal Design.

SCHEDULE. The Design preparation is anticipated to begin immediately.

Design Phase: 12.5 months

- Visioning / Program Validation: 1.5 months

- o Schematic Design: 3 months
- o Design Development: 3.5 months
- o Construction Documents: 4.5 months

IMPACT ON OPERATIONS. There will be no impacts on Airport operations occasioned by the design process.

RECOMMENDATION. Approve Resolution No. 1844, A Resolution Authorizing a Professional Services Agreement with Hellmuth, Obata & Kassabaum, Inc. (HOK) for Design of the Relocated Passenger Terminal Complex

ATTACHMENTS.

Resolution No. 1844
HOK Contract and Exhibit A Scope of Work

RESOLUTION NO. 1844

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HELLMUTH, OBATA & KASSABAUM, INC. (HOK) FOR THE DESIGN OF THE RELOCATED PASSENGER TERMINAL COMPLEX

WHEREAS, On November 26, 2018, the Board of Directors of the Monterey Peninsula Airport District (MPAD) approved Resolution No. 1730 certifying Final Environmental Impact Report (EIR) (SCH 2015121105), and Resolution No. 1731, approving Alternative 1 as the Airport Master Plan Project for Monterey Regional Airport; and

WHEREAS, On April 20, 2022, the BOD approved Resolution No. 1819 and certified the Revised Addendum to FEIR for the Minor Project Modifications and approved Resolution No. 1820 the Minor Project Modifications to the MRY Master Plan; and

WHEREAS, On April 20, 2022, the BOD approved Resolution No. 1819 and certified the Revised Addendum to FEIR for the Minor Project Modifications and approved Resolution No. 1820 the Minor Project Modifications to the MRY Master Plan; and

WHEREAS, The FY23 Adopted Capital Improvement Budget contains Project 2023-01 Safety Enhancement Program (SEP) Phase D1 Terminal Design and the approved Airport Capital Improvement Program (ACIP) for FY 2022-2028 includes this SEP project phase; and

WHEREAS, the Monterey Peninsula Airport District (MPAD) has previously submitted an Airport Capital Improvement Program (ACIP) for FY 2021-2025 that includes this Project; and

WHEREAS, On October 21, 2022, the top two ranked teams were invited to a final interview that included the Airport Board of Directors where each Design Entity provided a formal presentation and responded to questions from the Board and following the formal presentation/interview HOK was identified as the lead team choice to submit a Scope of Work (SOW) for the Design of the Relocated Passenger Terminal Complex (Project); and

WHEREAS The Airport has received notice of eligibility for Bipartisan Infrastructure Law (BIL) Entitlement Grants for FY22 and FY23 totaling $4.28M and in March 2023, the Airport received notice of eligibility for a $3.0M Grant for Terminal Design under the competitive BIL/ATP process.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: That MPAD contract with Hellmuth, Obata & Kassabaum, Inc. (HOK) to complete the Design of the Relocated Passenger Terminal Complex at a not-to-exceed cost of $5,999,950.00.

Further, the Recitals above are incorporated in full into this approval.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 5th day of April 2023, by the following roll call vote:

AYES:	**DIRECTORS:**
NOES:	**DIRECTORS:**
ABSTAIN:	**DIRECTORS:**
ABSENT:	**DIRECTORS:**

Signed this 5th day of April 2023

William Sabo, Chair Pro Tem

A T T E S T

Michael La Pier, AAE
District Secretary

Professional Service Agreement

North America Terms and Conditions

Monterey Airport New Terminal Facility

Monterey Regional Airport

PROFESSIONAL SERVICE AGREEMENT

This professional service agreement ("**Agreement**") is dated March 30, 2023 and is between Monterey Peninsula Airport District located at 200 Fred Kane Drive, Suite 200, Monterey, California ("**Client**") and HELLMUTH, OBATA & KASSABAUM, INC. located at One Bush Street, Suite 200, San Francisco, California ("**HOK**") for the professional services described in this Agreement.

Client and HOK agree as follows:

1.0 DOCUMENTS AND DEFINITIONS

1.1 Documents. The following documents are incorporated by reference:

Exhibit:	Exhibit Title:	Exhibit Date:
Exhibit-A	Compensation, Services & Schedule	March 30, 2023

1.2 Definitions. An index of defined terms and expressions is stated in Article 17.0.

2.0 COMPENSATION

"**Compensation**" refers to all Basic and Additional Compensation as follows:

2.1 Basic Compensation. For performance of Basic Services, Client will pay HOK the Basic Compensation stated in Exhibit-A.

2.2 Additional Compensation. For performance of Additional Services, Client will pay HOK the Additional Compensation stated in Exhibit-A.

2.3 Reimbursable Expenses. In addition to Compensation, Client will pay all Reimbursable Expenses described in Exhibit-A.

3.0 SERVICES

"**Services**" refer to all Basic and Additional Services as follows:

3.1 Basic Services. HOK will perform the Basic Services described in Exhibit-A.

3.2 Additional Services. HOK will perform the Additional Services described in Exhibit-A if requested by the Client or if otherwise required for completion of the Project.

3.3 Excluded Services. HOK has no obligation to perform any Excluded Services described in Exhibit-A, unless otherwise agreed to in writing by HOK and Client.

4.0 SCHEDULE

4.1 "**Schedule**" refers to the time period stated in Exhibit-A for performance of the Services. HOK will perform the Services in accordance with the Schedule described in Exhibit-A or, in the absences of a Schedule, within a reasonable time period. The Schedule will not be exceeded by HOK or Client, except for reasonable cause. The time periods stated in the Schedule will extend automatically to accommodate any delay caused by Force Majeure and/or any circumstance beyond the reasonable control of a party.

5.0 PAYMENTS

5.1 Presentation and Review of Invoices. Invoices for Compensation and Reimbursable Expenses are presented monthly and include amounts incurred by HOK and its Subconsultants in the previous month. Client will review the invoices promptly and notify HOK in writing of any inaccuracies. If an inaccuracy is discovered and notice is provided to HOK, Client will pay on time the full amount of the invoice not in dispute within the time period stated below. If HOK does not receive a notice of inaccuracies within twenty (20) days following the date of the invoice, an Invoice is deemed accurate and the amount stated in the invoice is deemed payable to HOK in full. Payments due HOK and unpaid under this Agreement accrue a late penalty at the rate of twelve percent (12%) per annum or the highest legal rate, whichever is lower. Late penalties accrues on the first (1st) day following the date payment is due and continues until payment is received in full.

5.2 Time Period for Payment. Client has a duty to pay all invoices within thirty (30) days following the date of the invoice.

5.3 Payment by Check. All payments will be by standard check. Client will overnight the check to the HOK office designated in the preamble of this Agreement the night before payment is due.

5.4 Taxes. Except for tax on income imposed by tax authorities with jurisdiction over the HOK office entering into this Agreement, all Compensation and Reimbursable Expenses are net of other taxes including, by way of example and not limitation, all value added, withholding, service, sales and use, and other similar taxes. All payments to be made by Client under this Agreement are increased by the addition of applicable value added, withholding, service, sales and use, and other similar taxes, if any.

5.5 Adjustments of Hourly Rates. The rates specified in Exhibit-A and the Subconsultants' contracts are adjusted on an annual basis in accordance with HOK's annual rate adjustment policy.

5.6 Withholding Payments. No deductions will be made from Compensation or Reimbursable Expenses on account of claims of penalty, liquidated damages, taxes, or errors or omissions in performance of Services by HOK and its Subconsultants.

6.0 HOK'S RESPONSIBILITIES

6.1 Standard of Care. HOK has a duty to perform Services with reasonable standards of care, skill and diligence ordinarily required of other design professionals performing the same or similar services on projects of similar size and complexity.

7.0 CLIENT'S RESPONSIBILITIES

7.1 Client's Requirements. Client will provide full information regarding requirements for the Project, including a program which state Client's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements ("**Client's Program**").

7.2 Client's Budget. Client and HOK will mutually agree in writing to an overall budget for the Project including the Cost of the Work, Client's other costs and reasonable contingencies related to all of these costs ("**Client's Budget**"). Specific examples of contingencies to be included in Client's Budget include but are not limited to: (1) variations in design; (2) unknowns and variables in market and bidding conditions; and, (3) unknowns and variables in the construction process including, but not limited to: (i) unforeseen underground and otherwise concealed conditions; (ii) changes in laws, codes, or regulations; (iii) changes in Client's Program or functional needs; (iv) changes in available materials or systems; (v) incidental changes normally associated with the Work; (vi) changes required to obtain the Sustainable Design Objective; and (vii) variation required as a result of Fast Track Scheduling. Client has a duty to update Client's Budget as the Project progresses and inform HOK of any material changes to Client's Budget occurring after it is agreed to by HOK and Client.

7.3 Survey & Other Project Site Information. Client will furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information will include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey will be referenced to a Project benchmark. Client is solely responsible for obtaining the legal right(s) to use the Client's property as intended and will, at its own cost and expense, obtain all easements, right-of-ways and other property rights required to design and construction the Project.

7.4 Existing Facility Information. If the Services involve existing facilities, Client will provide as-built/ record drawings, floor plans, diagrams, lay-outs, specifications and other documentation relevant to such facility. Client has a duty to notify HOK of any conditions beyond those which are apparent by non-intrusive observations of the existing facility. HOK has no obligation to perform destructive testing or investigate concealed or unknown conditions.

7.5 Information, Approvals & Decisions. Client, its consultants and designated representatives will render decisions, approvals and provide information in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services.

7.6 Sufficiency of Information. The services, decisions, approvals, information, surveys, reports and other information required by this Article will be furnished at Client's expense, and HOK is entitled to rely upon the accuracy and completeness thereof. Prompt written notice will be given to HOK if Client becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

7.7 Client's Other Consultants. Client will furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by HOK. Client will require its consultants to maintain professional liability insurance and other liability insurance as appropriate to the services provided.

7.8 Inspections. If required by a governing authority with jurisdiction over the Project, Client shall obtain the services of an approved, third party, independent, special inspection agency to conduct special inspections required for the Project. HOK will provide a list of required special inspections upon request.

8.0 COST OF THE WORK

8.1 Cost of the Work. The term "**Cost of the Work**" means the total estimated cost to Client of all elements of the Project designed or specified by HOK and includes the cost at current market rates of labor and materials furnished by Client and equipment designed, specified, selected or specially provided for by HOK, plus a reasonable allowance for the Contractor's overhead and profit. Cost of the Work does not include the compensation of HOK and its Subconsultants, the cost of the land, rights-of-way, financing, contingencies for changes in the Work and other costs that are the responsibility of Client.

8.2 Responsibility to Design to Budget. Client will retain an experienced cost consultant to periodically review the Drawings, Specifications and other documents prepared by HOK and its Subconsultants and to prepare estimates of the Cost of the Work. The cost consultant's estimates will include appropriate contingencies for refinement of design, bidding or negotiating, price escalation, reasonable fluctuations in market conditions, and reasonable change orders occurring during construction of the Work. HOK may review the cost consultant's estimates for HOK's guidance in completion of its Services. HOK is entitled to rely on the accuracy and completeness of any estimate of the Cost of the Work prepared by the cost consultant. HOK will report to Client any material errors, omissions, inaccuracies and inconsistencies noted in the cost consultant's estimates during its review.

8.3 Reconciling Estimates of the Cost of the Work. As an Additional Service, HOK will modify the Drawings, Specifications or other documents to reconcile a difference between Client's Budget and an estimate of the Cost of the Work, except to the extent a cost overrun results from HOK's negligence in which case HOK will modify the Drawings, Specifications and other documents as a Basic Service.

8.4 Limited Liability. HOK does not warrant or represent that the actual bids or negotiated prices will not vary from Client's Budget or from any estimate of Cost of the Work agreed to by HOK. HOK does not warrant or represent that the final Cost of the Work will not exceed the Client's Budget. HOK's sole responsibility and liability with regard to the Client's Budget is to modify the Deliverables and Contract Documents in accordance with this Article.

9.0 DELIVERABLES

9.1 Deliverables. All Drawings, Specifications and other documents (both printed and electronic) prepared by HOK for the Project are "**Deliverables**" for use solely with respect to this Project. HOK is the author of all Deliverables and retains all common law, statutory and other reserved rights, including the copyrights, to the Deliverables. Upon receipt of payment for Service performed under this Agreement, HOK conveys to Client a license to use the Deliverables for promotion, final design, bidding, construction, modification, maintenance of the Project by the Client. The Deliverables will not be used by or through Client for other projects or for purposes inconsistent with the license of use granted by this Section. In the event of any reuse whatsoever of Deliverables by or through Client or by a third party at Client's request, Client has a duty to indemnify, defend and hold HOK harmless from any and all claims, causes of action, damages, losses, liability and expenses, including but not limited to attorney's fees, resulting from use of the Deliverables on other projects and/or in breach of the license of use provided in this Section. HOK has no obligation to provide the Deliverables in electronic form to any third party until such recipient executes an Electronic Data Transfer Agreement in favor of HOK. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in infringement of HOK's reserved rights. HOK has the sole right to be recognized as the author of all architectural, pictorial, graphic, sculptural or other representations contained in the Deliverables. HOK may include representations of the Project, including photographs of the exterior and interior, among HOK's promotional and professional materials.

9.2 CAD Data/ BIM Data. HOK may use computer aided drafting (CAD) and building information modeling (BIM) technologies to generate the Deliverables identified above. The CAD Data and BIM Data produced by these technologies are not, themselves, Deliverables under this Agreement. During the course of the Project, Client may request that HOK provide CAD Data and/or BIM Data to one or more third parties for use in connection with the Project. HOK has no obligation to provide the CAD Data to any third party until such recipient executes an Electronic Data Transfer Agreement in favor of HOK. HOK has no obligation to provide BIM Data to any third party until such recipient executes a BIM Transfer Agreement or BIM Transfer and Use Protocol governing the further development, transfer, maintenance and use the BIM Data. If CAD

Data and/or BIM Data is used by or through Client or by a third party at Client's request, Client has a duty to indemnify, defend and hold HOK harmless from any and all claims, causes of action, damages, losses, liability and expenses, including but not limited to attorney's fees, resulting from such misuse or unauthorized use of such information.

9.3 Client understands and acknowledges that the drawings, specifications and other Deliverables prepared by HOK and its Subconsultants may include errors and omissions; the presence of which do not constitute a breach of the Standard of Care. To that end, HOK agrees to perform services necessary to correct errors and omissions as a Basic Service. Client agrees that any determination of whether HOK has performed in accordance with the Standard of Care shall occur following completion of the Project and shall take into account the complete performance of Services under this Agreement over the course of the Project.

10.0 FAST TRACK SCHEDULING

10.1 Delivery of more than one (1) bid package is deemed "**Fast Track Scheduling**" and governed by the terms of this Article. Fast Track Scheduling is utilized to obtain beneficial occupancy of the Project at the earliest feasible time and requires issuance of portions of the Contract Documents for bidding, contracting and constructing portions of the Work prior to completion of remaining portions of the Contract Documents. Client acknowledges that Fast Track Scheduling precludes overall coordination and completion of each portion of the Contract Documents at the time of their issuance, requires subsequent revisions to the Contract Documents to affect their overall coordination and completion and requires corresponding construction changes orders adjusting the actual Cost of the Work. HOK has no liability for such consequences and a specific allowance will be included in Client's Budget for reasonable Change Order amounts so required.

11.0 SUSTAINABLE DESIGN

11.1 Sustainable Design Objective. Client and HOK acknowledge that the Project will pursue the Sustainable Design Objective stated in Exhibit-A. HOK will perform the Basic Services described in Exhibit-A to assist Client with its goal of achieving the Sustainable Design Objective.

11.2 Sustainable Design Guidelines. The Sustainable Design Objective will be pursued using the Sustainable Design Guidelines stated in Exhibit-A. Client acknowledges that the Sustainable Design Guidelines utilize certain design and usability recommendations on a project in order to promote an environmental friendly and energy efficient facility. Client acknowledges and understands, however, that the Sustainable Design Guidelines are subject to various and possibly contradictory interpretations and compliance with the Sustainable Design Guidelines may involve factors beyond the control of HOK, including but not limited to Client's use and operation of the completed Project and Contractor's construction of the Work. HOK will comply with the Standard of Care stated in this Agreement when interpreting the Sustainable Design Guidelines, designing in accordance with such requirements and performing other Services related to achievement of the Sustainable Design Objective. Notwithstanding the foregoing, HOK does not warrant or represent that the project will actually achieve the Sustainable Design Objective or realize any actual energy performance and/or savings.

11.3 This Article does not apply in the absence of either a specified Sustainable Design Objective or Sustainable Design Guidelines.

12.0 FABRICATION ENGINEERING & DESIGN

12.1 The Contract Documents may specify that certain components, systems, assemblies, materials, equipment, products, or other portions of the Work are to be engineered and designed by the Contractor ("**Fabrication Engineering & Design** "). Fabrication Engineering & Design Services, also known as known as delegated design, is utilized to maximize an efficient and cost effective delivery of design information by requiring the engineering, design, and coordination of components, systems, assemblies, materials, equipment, products, and other portions of the Work ("**Fabrication Engineering & Design Work**") by the specialty subcontractors who furnish and install them; thereby limiting the unnecessary duplication or replication of engineering and design information developed by HOK and its Subconsultants. Where Fabrication Engineering & Design is required in the Contract Documents, the Contractor or its specialty subcontractor, through an engineer or other design professional who meets or exceeds the qualifications and licensure required by Applicable Law and the Contract Documents ("**Fabrication Engineering & Design Professional**"), shall provide all services required to engineer, design, coordinate, and construct the Fabrication Engineering & Design Work in accordance with Applicable Laws ("**Fabrication Engineering & Design Services**").

12.2 HOK and its Subconsultants will prepare appropriate design and performance criteria, specifications, concept drawings, or other materials customarily used to communicate the aesthetics and performance requirements ("**Fabrication Engineering & Design Criteria**") of the Fabrication Engineering & Design Work. Based on the Fabrication Engineering & Design Criteria, the Contractor or its specialty subcontractor shall prepare complete engineered, designed, and coordinated drawings, calculations, specifications, Shop Drawings, and other submittals that are signed, sealed, or otherwise certified by the Fabrication Engineering

& Design Professional (each a "**Fabrication Engineering & Design Submittal**"). HOK reserves the right to reject any Fabrication Engineering & Design Submittal that is not properly certified by the Fabrication Engineering & Design Professional.

12.3 Client's Budget shall include all costs required for the performance of Fabrication Engineering & Design Services by or through the Contractor and a reasonable time period in the Schedule for review of Fabrication Engineering & Design Submittals by HOK, it's Subconsultants, and Governing Authorities. Client shall require the Contractor and its Fabrication Engineering & Design Professional to: (1) provide evidence of professional liability insurance covering the negligent performance of the Fabrication Engineering & Design Services by the Fabrication Engineering & Design Professional; and (2) submit Fabrication Engineering & Design Submittals that meet or exceed the Fabrication Engineering & Design Criteria and the Standard of Care required of HOK and its Subconsultants.

12.4 HOK and its Subconsultants will review, approve, or take other appropriate action on the Fabrication Engineering & Design Submittals for the limited purpose of checking for conformance with the aesthetic, performance, and other design criteria expressed in the Fabrication Engineering & Design Criteria. Notwithstanding the foregoing, the Fabrication Engineering Design Professional shall be solely responsible for the accuracy, adequacy, or completeness of the Fabrication Engineering & Design Services or any Fabrication Engineering & Design Submittal.

12.5 HOK and its Subconsultant shall be entitled to rely upon the adequacy, accuracy, and completeness of the Fabrication Engineering & Design Services; Fabrication Engineering & Design Submittals; approvals provided by the Contractor with respect to a Fabrication Engineering & Design Submittal and/or the Fabrication Engineering & Design Work; and any certifications provided by the Fabrication Engineering & Design Professional.

12.6 Unless otherwise agreed to by Client and HOK, the following components, systems, assemblies, materials, equipment, products, and other portions of the Work shall be treated as Fabrication Engineering & Design Work: Curtainwall (including miscellaneous steel required to connect to main structural systems), exit stairs, partitions, simple structural steel connections, ceiling systems, and other systems or assemblies designated as Fabrication Engineering and Design Work in the Specifications.

13.0 HAZARDOUS MATERIALS

13.1 Notwithstanding contrary terms in this Agreement, it is acknowledged and agreed that HOK and its Subconsultants have no responsibility for and liability resulting from the detection, containment, removal, disposal and/or otherwise rendering harmless asbestos, polychlorinated biphenyl (PCB) and other hazardous materials and substances that may exist in, around and under the Project Site.

14.0 TERMINATION AND SUSPENSION

14.1 Termination for Cause. This Agreement may be terminated for cause by either party upon not less than thirty (30) days prior written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. This Agreement will automatically terminate on the thirty first (31st) day following receipt of written notice under this Section.

14.2 Termination for Convenience. Client may terminate or suspend this Agreement for the convenience of Client upon not less than seven (7) days prior written notice to HOK.

14.3 Suspension for Non-payment. Failure by Client to make payments as required by this Agreement is substantial nonperformance and cause for either termination or suspension. If Client fails to timely pay HOK amounts due, HOK may upon thirty (30) days prior written notice to Client suspend performance of services under this Agreement. Suspension automatically takes effect on the thirty first (31st) day following the date of notice required by this Section. HOK may immediately terminate this Agreement if a suspension under this Section exceeds ninety (90) consecutive days.

14.4 Payment upon Termination or Suspension. Client must pay all Compensation and Reimbursable Expenses incurred prior to the date of termination or suspension. If the Project is suspended, Compensation will be equitably adjusted to provide for reasonable fees, costs and expenses incurred in the interruption and resumption of Services when the Project is resumed. HOK has no obligation to recommence Services following suspension until each account with Client is brought current.

15.0 DISPUTE RESOLUTION

15.1 Definitions. The following definitions apply: (1) "**Applicable Law**" means the laws of the state/province and country with jurisdiction over the HOK office designated in the preamble to this Agreement; (2) "**Dispute**" means any controversy, claim, cause of action, demand or other dispute arising out of or relating to this Agreement or the Project; (3) "**Forum**" means the State or Federal Courts with jurisdiction over Monterey County, California; (4) "**Rules**" mean the construction industry rules of the Forum, current on the earliest

date notice of a Dispute is given or received by a party; and (5) "**Venue**" means Monterey County, California, United States of America.

15.2 Applicable Law, Venue & Jurisdiction. Applicable Law controls the interpretation and performance of this Agreement, exclusive of any conflict of law provisions. Venue is the place where all mediation, arbitration, litigation and other dispute resolution proceedings under this Agreement will occur and the courts of this location have exclusive jurisdiction over any litigation proceedings related to this Agreement. HOK and Client mutually submit to personal jurisdiction of such courts.

15.3 Mediation. All Disputes are referred to nonbinding mediation as a condition precedent to any further dispute resolution proceedings. HOK and Client will mutually agree to the appointment of a mediator within thirty (30) days following a party's demand for mediation or, if the parties are unable to reach agreement within such time period, the Forum will appoint a mediator with experience in mediating complex construction-related disputes. HOK and Client share equally in the cost of the mediator. Mediation will occur no more than ninety (90) days from the date the mediator is appointed. If a Dispute is settled through mediation, the terms of settlement must be reduced to writing and signed by HOK and Client. If the parties fail to reach agreement within thirty (30) days following appointment of the mediator, then either party may submit the Dispute to arbitration or litigation in accordance with this Article. The Parties agree that the dates in this section may be adjusted by mutual agreement in writing.

15.4 Litigation. Disputes which are not resolved through mediation are finally resolved by litigation in any federal, state or provincial court of competent jurisdiction residing in the Venue. HOK and Client mutually submit to personal jurisdiction of such courts. Notwithstanding terms to the contrary, all Disputes seeking injunctive relief as the sole remedy are resolved by litigation in accordance with this Section.

15.5 Accrual of Disputes. Disputes are deemed to have accrued, and applicable statutes of limitations commence to run, not later than either the date of Substantial Completion for acts or omissions occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or omissions occurring after Substantial Completion.

16.0 LIABILITY

16.1 Client's Indemnification of HOK. Subject to Section 16.3, Client has a duty to indemnify and hold HOK harmless from damages resulting from negligence, fraud and/or criminal activity by Client and/or any party for whose conduct Client is legally responsible. Client's obligation to indemnify and hold HOK harmless does not include a duty to defend.

16.2 HOK's Indemnification of Client. Subject to Section 16.3, HOK has a duty to indemnify and hold Client harmless from damages resulting from negligence, fraud and/or criminal activity by HOK and/or any party for whose conduct HOK is legally responsible. HOK's obligation to indemnify and hold Client harmless does not include a duty to defend.

16.3 Agreed Remedies. **Client and HOK mutually waive all rights against each other for consequential and indirect damages of every kind resulting from the performance or non-performance of this Agreement or related in any way to the Project. Consequential damages include, by way of example and not limitation, damages resulting from loss of use, profit, financing, future business, rent and reputation; hold over costs; and other speculative damages not directly caused by the negligence or breach of contract of a party to this Agreement. Subject to this waiver, HOK's total aggregate liability to Client for any and all damages resulting from this Agreement and the Project will never exceed the maximum sum of Two Million and No/100 United States Dollars (USD 2,000,000.00)**.

16.4 Insurance. When requested in writing by Client, HOK will provide a certificate evidencing professional liability insurance with limit of liability equal to the maximum sum stated in Section 16.3. To the extent coverage is available at commercially reasonable rates, HOK will maintain professional liability insurance with limits stated in the Agreement during the course of the Project and for a period extending one (1) year following completion of Basic Services.

17.0 DEFINITIONS

17.1 The following words and expressions, as used throughout the Agreement, have the following meanings:

.1 "**Additional Compensation**" has the meaning assigned to it in Section 2.2.

.2 "**Additional Services**" has the meaning assigned to it in Section 3.2.

.3 "**Agreement**" refers to this Agreement; all exhibits, attachments and other documents listed in Section 1.1 or otherwise incorporated by reference; and all written modifications occurring after the date of this Agreement.

.4 "**Applicable Law**" has the meaning assigned to it in Section 15.1.

.5 "**Basic Compensation**" has the meaning assigned to it in Section 2.1.

.6 "**Basic Services**" has the meaning assigned to it in Section 3.1.

.7 "**BIM Data**" refers to any single or federated electronic three-dimensional, parametric and/or object-oriented graphical representation of the Project with associated intelligent attribute data produced using any building information modeling technology.

.8 "**CAD Data**" refers to any electronic, two-dimensional vector graphical representation of the Project without associated intelligent attribute data produced using computer aided design technology and/or building information modeling technology.

.9 "**Client's Budget**" has the meaning assigned to it in Section 7.2.

.10 "**Client's Program**" has the meaning assigned to it in Section 7.1.

.11 "**Compensation**" means Basic Compensation plus Additional Compensation.

.12 "**Cost of the Work**" has the meaning assigned to it in Section 8.1.

.13 "**Day**" means a calendar day unless otherwise specifically noted.

.14 "**Deliverables**" has the meaning assigned to it in Section 9.1.

.15 "**Drawings**" mean any pictorial, graphic, digital, rendering, building information model, fly-through or other representation of the Project (both electronic and hard copy) prepared by HOK or its Subconsultants.

.16 "**Fabrication Engineering & Design Criteria**;" "**Fabrication Engineering & Design Professional**;" "**Fabrication Engineering & Design Services**;" "**Fabrication Engineering & Design Submittals**;" and "**Fabrication Engineering & Design Work**" have the meanings assigned to them in Article 12.

.17 "**Fast Track Scheduling**" has the meaning assigned to it in Section 10.0

.18 "**Force Majeure**" means any event, condition or circumstance beyond the reasonable control of a party which prevents or hinders performance of such party's obligations under this Agreement and, by way of example and not limitation, includes all acts of God, strikes, lock-outs, slow-downs, disturbances, disorders, riots, civil commotion, malicious damage, war, terrorist events, hostilities, blockades, embargoes, boycotts, sabotage, plagues, pandemics, epidemics, earthquakes, landslides, floods, fires, storms, conditions caused by the Client (including suspension in whole or part of the Project) and conditions caused by Governing Authorities.

.19 "**Governing Authorities**" refer to all federal, state, provincial, regional and municipal governmental, quasi-governmental and other regulatory bodies with jurisdiction over the Project.

.20 "**Project**" refers to the design of the facility or series of facilities generally described in Exhibit-A.

.21 "**Project Site**" has the meaning assigned to it in Exhibit-A.

.22 "**Reimbursable Expenses**" has the meaning assigned to it in Exhibit-A.

.23 "**Schedule**" has the meaning assigned to it in Exhibit-A.

.24 "**Services**" means Basic Services plus Additional Services.

.25 "**Standard of Care**" has the meaning assigned to it in Section 6.1.

.26 "**Subconsultant**" means a third party retained by HOK to perform a portion of the Services under this Agreement.

.27 "**Substantial Completion**" means the date the Project is sufficiently complete for Client's occupancy and use.

.28 "**Sustainable Design Objective**" is designated in Exhibit-A, or in the absence of a designated objective, Article 11 does not apply and this term has no meaning.

.29 "**Specifications**" mean any written statement of the requirements for construction of the Project prepared by HOK or its Subconsultants.

.30 "**Written**" or "**in writing**" means hand-written, type-written, printed or electronically made (inclusive of e-mail communications and attachments) and resulting in a permanent record.

17.2 Words and expressions that are used in this Agreement, but not defined in this Article, have the meanings by which they are customarily understood through prevailing industry practice.

18.0 MISCELLANEOUS

18.1 Mutually Binding. Client and HOK, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Client nor HOK may assign this Agreement without the written consent of the other.

18.2 Entire Agreement. This Agreement is the entire, integrated contract between Client and HOK and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and HOK. Client warrants to HOK that in entering this Agreement, it is not relying on any earlier representations made by or on behalf of HOK.

18.3 Severability. If any provision or part of a provision of this Agreement is determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any Applicable Law or court order, such determination will not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of this Agreement, which remain in full force and effect as if the unenforceable provision or part were deleted.

18.4 No Waiver. The failure of either party to insist, in any one or more instances, on the performance of any obligation or right under the Agreement does not constitute a waiver or relinquishment of such obligation or right with respect to future performance.

18.5 No Third-party Beneficiary Intended. Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either Client or HOK.

18.6 Disclosure of Interest. Rainlight Studio LLC ("Rainlight"), an affiliate of HOK, has participated in the design of certain products that may be recommended by HOK during performance of this Agreement. HOK may specify a product design by Rainlight that provides value to the Project. HOK, and in some instances, its employees, may receive a design royalty or other indirect benefit from another source. Client is solely responsible for deciding whether to use such product or request an alternative. ALL EXPRESS OR IMPLIED WARRANTIES RELATED TO ANY PRODUCT SPECIFIED BY HOK OR DESIGNED BY RAINLIGHT ARE DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS OF PURPOSE.

18.7 Notices & Representatives. Notices are sufficient if in writing and delivered by hand, email or by regular mail to the authorized representative of the other party; notices sent by regular mail will also be transmitted by facsimile or email at the time of mailing. Unless otherwise designated in writing, the signatories to this Agreement are the parties' authorized representative for all purposes.

18.8 Notice Regarding Texas Architects. Persons licensed by the Texas Board of Architectural Examiners (TBAE) are required by law to provide the following notice: TBAE has jurisdiction over complaints regarding the professional practices of persons registered as architects, interior designers and landscape architects in the State of Texas. The TBAE may be contacted by mail at P.O. Box 12337 Austin, Texas 78711 USA, by telephone at (512) 305-9000 or by facsimile at (512) 305-8900.

18.9 Notice Regarding California Architects. Persons licensed by the California Architects Board are required by law to provide the following notice: Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834.

18.10 PERSONAL LIABILITY. INDIVIDUAL OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF HOK MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

18.11 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which is deemed an original. When proving this Agreement, it is only necessary to produce the counterpart signed by the party against whom such proof is presented.

This Agreement is accepted for:

HOK:	**CLIENT**:
By: _____	By: _____
(*Signature*)	(*Signature*)
Anton Foss	Michael La Pier
(*Printed Name and Title*)	(*Printed Name and Title*)
One Bush Street, Suite 200 San Francisco, CA 94104	Monterey Regional Airport 200 Fred Kane Drive, Suite 200 Monterey, California 93940
(*Address*)	(*Address*)
415.356.0555	831.648.7000
(*Telephone*)	(*Telephone*)
anton.foss@hok.com	mike@montereyairport.com
(*Email*)	(*Email*)

Exhibit – A
Compensation, Services & Schedule

Civil, Aircraft Equipment, Structural, Architectural, MEP, Baggage Handling System, Landscape, Parking Systems, Sustainability, Cost Estimating

Monterey Airport New Terminal Facility

Monterey Regional Airport

EXHIBIT-A
COMPENSATION, SERVICES & SCHEDULE

Dated: March 30, 2023

A1.0 PROJECT INFORMATION

A1.1 An index of defined terms and expressions is stated in the Agreement.

A1.2 "**Project Information**" means the information stated in this Article and forms the basis of the Services, Compensation and Schedule stated in this Exhibit. If the Project Information is modified, the Services, Schedule and/or Compensation will be adjusted as necessary to accommodate the change.

A1.3 "**Client's Program**" means the Client's requirements for the Project as stated in the following document:

Title: RFQ Architect-Engineering Terminal

Date: June 27, 2022

A1.4 "**Project**" is described as:

A terminal building consisting of approximately 62,000 sf (modest demand) to 71,000 sf (aggressive demand) of gross building area, with an "Optimal" Level of Service (per IATA standards), with periodic service outside parameters acceptable. Final gross area is subject to program validation during the Concept Phase.

Airside Civil Works for a total of five (5) Passenger Boarding Bridges (PBB), including foundations, services and apron pavement panels at the PBB locations (per Airfield project standards by others). Apron configuration. Layout / configuration of apron services, including accommodation of electric Ground Support Equipment (eGSE). All apron striping for PBB and RON positions. Air Operations Area (AOA) fence between the terminal building and existing fence. Two rows of apron panels along the airside face of the terminal building (per "Commercial Ramp" Airfield project standards by others) for coordination of building services.

Landside improvements, including the revised passenger terminal access road with roundabout, completion of the parking lot (area is prepared by the Airfield project), including circulation for a variety of transportation services. The parking lot design will integrate an owner-operated parking revenue system.

A1.5 "**Project Site**" means the physical location of the Project as follows:

Monterey Regional Airport, 200 Fred Kane Drive, Suite 200, Monterey, California

A1.6 "**Subconsultants**" are the following third-parties retained by HOK to perform a portion of the Basic Services under this Agreement:

See Exhibit A – Attachment A for list of consultants.

A1.7 "**Sustainable Design Objective**" means the Client's objective for the Project to obtain certified rating of:

LEED v4.1 Platinum

A1.8 "**Sustainable Design Guidelines**" mean the applicable criteria for achieving the Sustainable Design Objective as follows:

[LEED v4.1]

A2.0 COMPENSATION

A2.1 "**Basic Compensation**" is the fee Client will pay HOK for performing Basic Services as follows (*select one*):

☒ The stipulated sum of: Five Million Nine Hundred and Thirty Nine Thousand and Four Hundred dollars ($5,939,400) distributed on a monthly basis in accordance with the following schedule:

Phase:	Basic Compensation:
Pre-Design Phase	$ 80,750
Visioning / Programming Phase	$ 715,293
Schematic Design Phase	$ 1,378,327
Design Development Phase	$ 1,521,321

Phase:	Basic Compensation:
Contract Documents Phase	2,075,436
Total Basic Compensation:	$ 5,771,125

☐ On an hourly basis in accordance with the Hourly Billing Rates stated in Section A2.3; up to the maximum sum of: [ENTER WRITTEN AMOUNT] (ENTER NUMERIC AMOUNT).

A2.2 "**Additional Compensation**" is the additional fee Client will pay HOK for performing Additional Services described under Section A3.2. Additional Compensation will be mutually agreed to in writing by HOK and Client. In the absence of mutual agreement, Additional Compensation for HOK is determined by multiplying the number of hours required to perform Additional Services, multiplied by the applicable Hourly Billing Rates stated in Section A2.3. Additional Compensation for a Subconsultant is determined by multiplying the number of hours required to perform Additional Services, multiplied by the applicable hourly rate stated in the contract between HOK and the Subconsultant.

A2.3 "**Hourly Billing Rates**" are the billing rates for HOK personnel stated below and the billing rates specified in HOK's contracts with its Subconsultants.

Billable Employee:	Hourly Billing Rate:
[EMPLOYEE TITLE]	[APPLICABLE BILLING RATE]

A2.4 "**Reimbursable Expenses**" are paid in addition to Compensation at the rate of one and ten-one hundredths (1.10) times the actual cost of Reimbursable Expenses. Reimbursable Expenses include any expense reasonably incurred by HOK and/or its Subconsultants in performance of this Agreement. Reimbursable Expenses include, but are not limited to, the following:

.1 Expense of travel in connection with the Project including business class airfare, hotel accommodations, meals, ground transportation and other reasonable expenses;

.2 Fees paid for securing approval of authorities having jurisdiction over the Project;

.3 Expense of reproduction, transmission, postage and handling of Drawings, Specifications and other documents;

.4 Expense of renderings, models and mock-ups requested by Client; and

.5 Any other fee, cost or expense reasonably incurred by HOK and/or its Subconsultants in the performance Services under this Agreement.

A3.0 SERVICES

A3.1 "**Basic Services**" consist of those described below and include Services of the Subconsultants identified in Section A1.6.

A3.1.1 [Refer to Exhibit A – Attachment A for a detailed list of services.

A3.2 "**Additional Services**" are services HOK and/or its Subconsultants are qualified to perform, but are not specifically identified as Basic Services or Excluded Services in this Exhibit. HOK will perform Additional Services if requested by the Client or if otherwise required for the Project. Upon recognizing the need to perform the following Additional Services, HOK will notify Client with reasonable promptness and explain the facts and circumstances giving rise to the need. Additional Services include, but are not limited to, the following:

.1 Services required to revise Drawings, Specifications or other documents necessitated by:

- .1 A change in the Project Information, previous instructions of the Client or approvals given by the Client;
- .2 The enactment or revision of codes, laws or regulations subsequent to commencement of Services under this Agreement;
- .3 Client's failure to provide timely decisions, approvals or information; or
- .4 A material change in the Project including, but not limited to, size, quality, complexity, the schedule or budget.

.2 Services of design consultants other than the Basic Services performed by the Subconsultants identified in the Project Information.

.3 Services required to investigating existing conditions or facilities or to make measured drawings thereof.

.4 Services required to verify the accuracy of drawings or other information furnished by or through Client.

.5 Services related to reviewing a Submittal out of sequence from the Submittal schedule agreed to by HOK.

.6 Services related to responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Client-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

.7 Services related to evaluating Contractor's change proposals, and providing other services in connection with Change Orders and Construction Change Directives including preparing Drawings, Specifications and other documentation in support thereof.

.8 Services related to evaluating substitutions proposed by Client or Contractor and making subsequent revisions to Deliverables resulting therefrom.

.9 Services related to assistance in the utilization of equipment or systems such as testing, adjusting and balancing, initial start-up, preparation of operation maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

.10 Services related to preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to HOK.

.11 Through no fault of HOK, performing Basic Services described in Section A3.1 sixty (60) days after the earlier of: (i) the actual date of Substantial Completion of the Work; or (ii) the scheduled date of Substantial Completion stated in the Schedule.

A3.2.2 Providing services designated in other parts of this Agreement as Additional Services.

A3.3 "**Excluded Services**" are not required of HOK or its Subconsultants, unless otherwise agreed to in writing by HOK and Client. Excluded Services consist of any service outside of HOK's expertise and/or not ordinarily furnished in accordance with generally accepted practices of other design professionals performing services similar to those under this Agreement. Excluded Services include, but are not limited to, the following:

.1 Services related to the detection, removal, disposal or otherwise rendering harmless Hazardous Materials.

.2 Services required for extended representation at the Project Site, beyond that which is required in Section A3.1.

A4.0 SCHEDULE

"**Schedule**" is the time period(s) for performing the Basic Services as follows:

The duration of services is 12.5 months. Refer to Exhibit A – Attachment A for additional detail.

[**END OF EXHIBIT-A**]

Monterey Regional Airport

New Terminal Facility

Exhibit A – Attachment A

Scope of Work for Visioning/Programming, Schematic Design, Design Development and Contract Documents

Table of Contents

1. Scope of Services 2
2. Project Administration Services 7
3. Visioning / Program Validation 8
4. Schematic Design 12
5. Design Development 17
6. Contract Documents 23
7. Geotechnical Services 28
8. Surveying 31
9. Assumptions and Clarifications 33
10. Compensation 35
11. Information provided by Airport 38

1. Scope of Services

1.1. Overview

The purpose of the Project is to provide the design of a new Terminal building and landside improvements as part of Monterey Airport's overall Safety Enhancement Program (SEP).

The Project, as part of the overall SEP, has an approved Environmental Impact Report (EIR) and Environmental Assessment (EA).

The project is to be "affordable, beautiful, and innovative".

Sustainable goals include Zero Net Energy (ZNE) ready and LEED V4.1 Platinum certification.

1.2. Elements of Work

The Project scope is anticipated to include the design of the following:

- **The Terminal Building**. The terminal consists of approximately 62,000 sf (modest demand) to 71,000 sf (aggressive demand) of gross building area, with an "Optimal" Level of Service (per IATA standards), with periodic service outside parameters acceptable. Final gross area is subject to program validation during the Concept Phase.
- **Airside Civil Works**. A total of five (5) Passenger Boarding Bridges (PBB), including foundations, services and apron pavement panels at the PBB locations (per Airfield project standards by others). Apron configuration. Layout / configuration of apron services, including accommodation of electric Ground Support Equipment (eGSE). All apron striping for PBB and RON positions. Air Operations Area (AOA) fence between the terminal building and existing fence. Two rows of apron panels along the airside face of the terminal building (per "Commercial Ramp" Airfield project standards by others) for coordination of building services.
- **Landside Civil Works**. Landside improvements, including the revised passenger terminal access road with roundabout, completion of the parking lot (area is prepared by the Airfield project), including circulation for a variety of transportation services. The parking lot design will integrate an owner-operated parking revenue system.

Work not included in this outline includes, but is not limited to:

- **Existing facilities**. Renovation, demolition, alterations to the existing Terminal building.

1.3. Deliverables

Each project phase will result in a set of deliverables, based on the scope as described below.

- **Visioning / Programming**. The work in this phase will conclude with a Basis of Design (BOD) document, that will describe the project scope, a vision statement describing the governing values and aspirations for the project, project goals with measurable targets, and a detailed program. A conceptual design for the project will graphically describe the vision and goals. A roadmap for sustainable design, LEED Platinum Certification and Zero Net Energy, along with a high-level shoe-box energy model to support concept. A high-level cost estimate to validate scope and goals. Target value costing for assessment of budget, scope and project goals. Geotech and surveying will commence as early as possible with initial reporting required.
- **Schematic Design**. The purpose of this phase is to illustrate design intent and project scope. This phase will conclude with an update to the BOD (validation) with a narrative outlining the technical requirements, schematic drawings (plans, elevations, sections), in-house renderings, with agreement on a single design approach for the project. Shadow study to confirm ATCT line-of-sight.
- **Design Development**. The purpose of this phase is to describe completely the scope and character of the entire project. This phase will conclude with an update to the BOD (validation), outline specifications, refined drawings (plans, elevations, sections, representative details), and refined perspectives.
- **Contract Documents**. The purpose of this phase is to complete documents that describe in detail all the requirements for bidding, executing the contract, and construction of the project. These documents will form the basis for various permit packages for the Airport District, the City of Monterey, County of Monterey, Monterey Peninsula Water Management District (MPWMD), State Water Resources Control Board (SWRCB), PG&E, AT&T, and Caltrans. Building Information Model will be provided along with a conformed set of drawings and specifications.
  Proposed design will be reviewed with FAA and TSA, following early check-ins in earlier phases.

1.4. Schedule

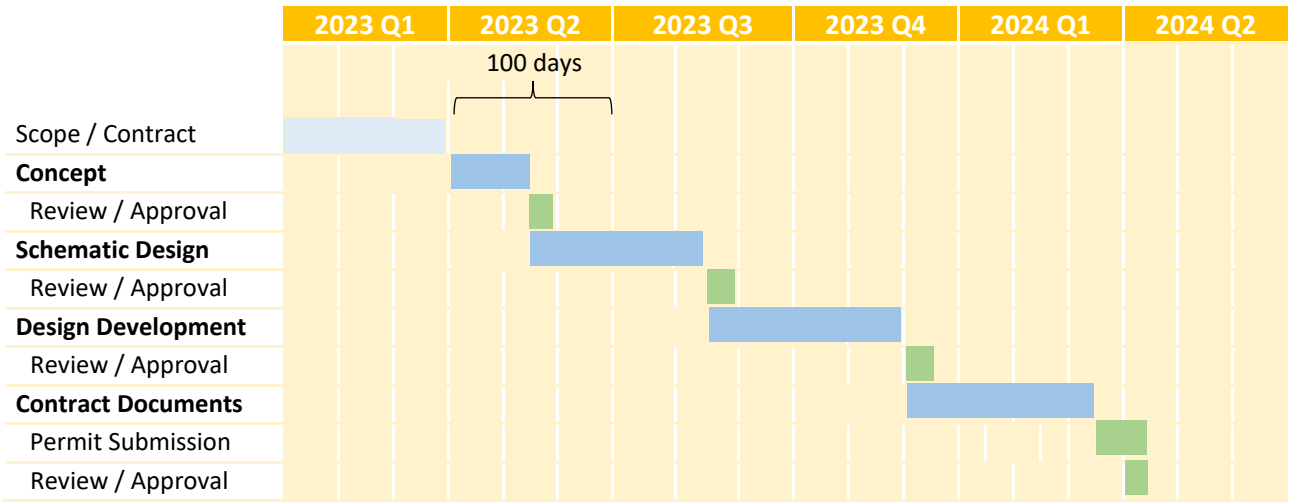
The proposed phases are as follows:

- **Project Initiation**
  - Pre-Design Phase (Scope Definition)
  - Visioning / Programming: 1.5 months

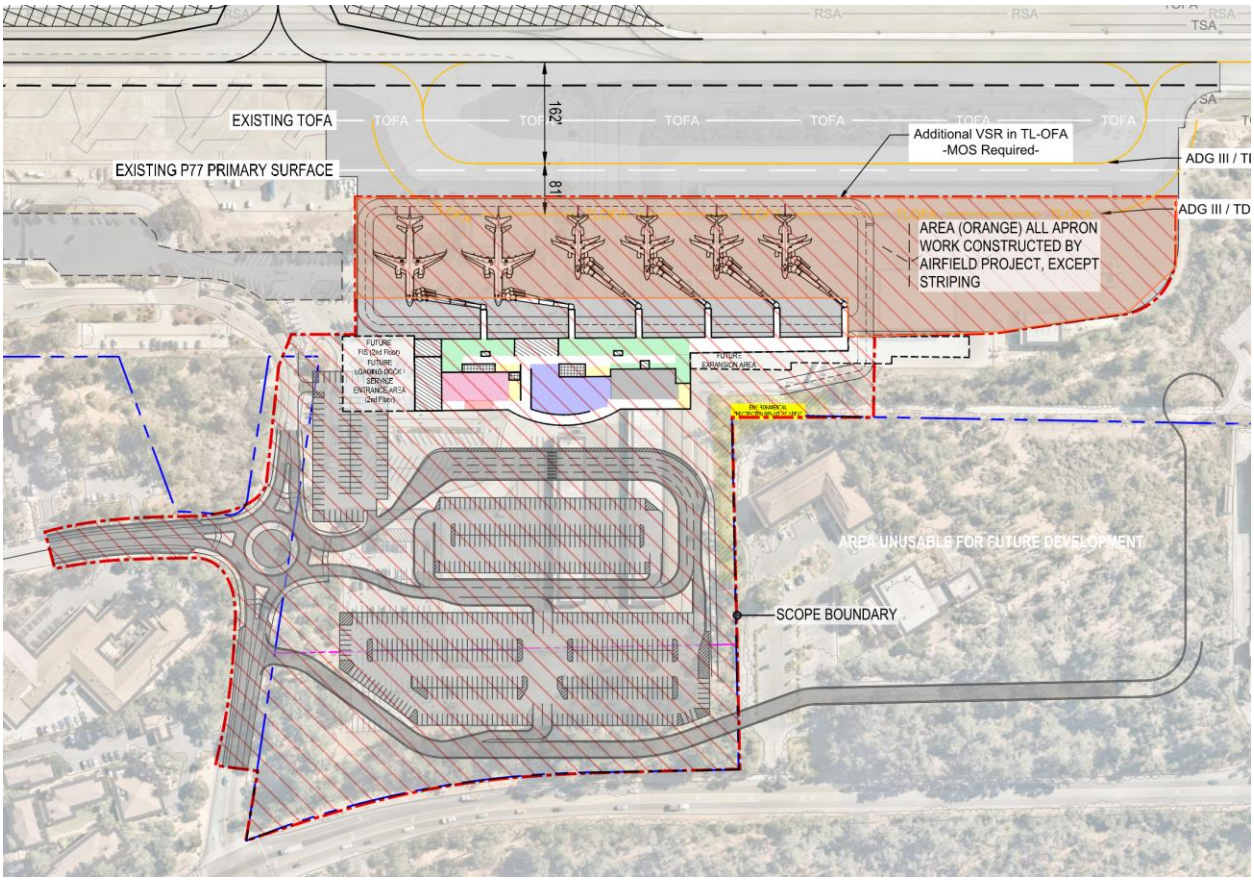
- **Design Development**
  - Schematic Design Phase: 3 months
  - Design Development Phase: 3.5 months

- **Contract Documents**
  - Contract Documents Phase: 4.5 months

- ***Construction Phase*** *(subsequent Scope of Work proposal)*
  - *Bidding / Negotiations: TBD*
  - *Construction Administration: TBD*



1.5. Scope Boundary Diagram



1.6. Subconsultant List

- Geotechnical Engineering ..... Cornerstone
- Civil Airside ..... Aero
- Civil Landside ..... BKF
- Joint Trench Consulting ..... (to be confirmed)
- Airfield Systems ..... Aero
- GSE Services ..... Aero
- BHS Consultant ..... Swanson Rink
- Terminal Planning ..... HOK-A
- Programming ..... HOK-A
- Landscape Architecture ..... HOK-A
- Landscape Architecture ..... RANA
- Structural Engineering ..... HOK-S
- Architecture/Interiors ..... HOK-A
- Mechanical Engineering ..... HOK-MEP
- Plumbing / Fire Protection ..... HOK-MEP
- Electrical / Fire Alarm ..... HOK-MEP
- Lighting Design ..... HOK-LG
- Telecommunications/IT Systems ..... HOK-LV
- Security ..... HOK-LV
- Signage & Wayfinding ..... HOK-ED
- LEED Integration/Sustainability ..... HOK-RD
- Conveyance ..... Syska Hennessey
- Energy Modeling ..... HOK-MEP
- Code Consulting ..... Jensen Hughes
- Cost Estimating ..... tbd.
- Construction Scheduling/Logistics ..... tbd.
- Parking Consultant ..... Walker
- Door hardware ..... (to be confirmed)
- Acoustics & PA ..... (to be confirmed)
- Waterproofing / Roofing ..... (to be confirmed)

2. Project Administration Services

2.1. General

- HOK will manage the Services performed by HOK and its Subconsultants. HOK will consult with the Client, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Client.
- Consistent with the Standard of Care, HOK will coordinate its Services with services performed by Client and Client's other consultants. HOK may rely on the accuracy and completeness of services and information furnished by Client and Client's other consultants. HOK will provide notice to Client if it becomes aware of any error, omission or inconsistency in services performed by or through Client.
- HOK will review Client's Program, Project Site and other Project Information, each in terms of the other, to ascertain the general requirements of the Project. HOK will notify Client of: (1) any inconsistencies discovered in the Project Information; and (2) other information or consulting services that may be reasonably needed for the Project. HOK will present its preliminary evaluation to Client and will discuss with Client alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches consistent with achievement of the Sustainable Design Objective. HOK will reach an understanding with Client regarding the requirements of the Project.
- HOK may offer for Client's consideration and approval environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on Client's Program and aesthetics.
- HOK will consider the value of alternative materials, building systems and equipment, together with other considerations based on Client's Program and aesthetics in developing a design for the Project that is consistent with Client's Program, Schedule and Budget.
- At appropriate times, HOK will contact Governing Authorities required to approve the Contract Documents and the entities providing utility services to the Project. In designing the Project, HOK will respond to applicable design requirements imposed by Governing Authorities and by such entities providing utility services. HOK will assist Client in connection with Client's responsibility for filing documents required for the approval of Governing Authorities.
- HOK may identify portions of the Project for which the Contractor will be required to retain one or more Fabrication Engineering & Design Professionals to provide Fabrication Engineering & Design Services and/or prepare Fabrication Engineering & Design Submittals related to Fabrication Engineering & Design Work. For such Fabrication Engineering & Design Work, HOK will prepare Fabrication Engineering & Design Criteria for the Fabrication Engineering & Design Work to be engineered, designed, coordinated, and completed by Contractor and the Contractor's Fabrication Engineering & Design Professional.

3. Visioning / Program Validation

3.1. Management

- Develop project design schedule.
- Weekly management meetings to review general progress.
- Support the Airport with preparation for a one public engagement.
- Review eligibility with FAA. Assign initial program in alignment FAA AIP (Appendix N) through meetings with FAA representative(s) to review program assignments and justify categories.
- Review the Basis of Design with the Airport and Stakeholders for approval prior to commencing to the next phase. Topics for review include:
  - Program
  - Design validation
  - Cost analysis

3.2. Civil – Airside

- Review of Airfield project information.

3.3. Civil – Landside

- Review the available record data and survey information provided by others and confirm that the information provided is sufficient to support each phase of the design and permitting process.
- Review the existing site constraints and conditions relative to the provided topographic and utility survey and proposed Landside improvements.
- Identify any potential challenges to development and confirm our and conditions that could impact our scope of services required to support the planning, design, and permit processes.
- Review the proposed site programming against the project demands and traffic analysis (by others) to confirm that the proposed improvements meet the project requirements.
- Review will include validation of the New Terminal utility demands against existing utilities as well as a review of the traffic analysis document relative to the provided concept roadway geometry.
- Identify any potential deficiencies and provide recommendations to mitigate them.

3.4. Aircraft Operations

- Validate design aircraft for each position, including RON positions.
- Define operational approach to RON positions (potential hardstand function).
- Define apron arrangement requirements, including approach, head-of-stand and tail-of-stand roads, operation requirements (e.g. fueling).
- Identify approach for future growth. Future growth is not part of the current program.

3.5. Landscape

- Perform site assessment.
- Identify reference projects to align with client parameters for assessment of scope and quality of planting schemes, in alignment with architectural vision.

- Coordinate initial site storm water management strategies with Landside Civil Engineer.

3.6. Structure

- Review client goals and site parameters.
- Review programming layouts and provide feedback on structural implications.
- Evaluate two options for structural gravity system and materials.
- Collaborate with the overall Design team to develop the concept design.
- Attend meetings with Owner or Owner's Representatives via WebEx or conference call.

3.7. Baggage Handling Systems

- Review client operational needs and demands.
- Analyze programmatic needs based on operations and technical criteria.
- Review current mandatory and voluntary standards.

3.8. Architecture / Interiors / Planning

- Develop vision for the project, including project and team values, aesthetic preferences and project goals, through a series of workshops with the Airport and Stakeholders. Project goals will be developed into measurable criteria.
- Programming:
    - Reconciliation of Kimley-Horn program for use during Design. Including the following passenger processing components:
        - Ticket counters
        - TSA checkpoint lanes/equipment
        - Concessions
        - Restrooms
        - Gate Lounge areas
        - Baggage Claim devices
    - Assess the above program requirements both by preferential use and common use standards.
    - Identification of Support space requirements including the following:
        - Public Circulation
        - Non-public Circulation
        - Airline ticket offices
        - TSA support areas
        - Baggage Screening equipment and facilities
        - Outbound baggage makeup and inbound requirements
        - Loading dock/trash removal
        - Concession storage
        - Ramp level operations space (third party)
        - Ramp level covered unenclosed space
        - MEP spaces
- Perform initial code analysis to define criteria and opportunities.
- Create concept massing studies that support the project goals.
- Review opportunities for amenities, art and advertisement.
- Conceptual analysis for room numbering and naming for the facility.

3.9. Mechanical / Electrical / Plumbing / Fire Protection

- Review client goals and site parameters.
- Review programming layouts and provide feedback on MEP/FP implications.
- Conceptual Energy Modeling and project benchmarking.
- Identify specific building systems to evaluate further in Schematic Design.
- Collaborate with the overall Design team to develop the concept design.

3.10. Lighting

- Review Owner design metrics and standards.

3.11. Telecommunications/IT Systems

- Review client goals and site parameters.
- Review programming for telecommunications /IT systems implications.

3.12. Sustainability / Regenerative Design

- Facilitate Sustainability Visioning workshop.
- Perform initial Site Analysis.
- Research opportunities for site specific systems/approaches.
- Integrate goals and opportunities with overall project vision and goals.
- Assess opportunities for a Net Zero Energy (NZE) ready facility.
- Develop LEED Feasibility Checklist.
- Develop Simple Box energy model baseline.
- Develop Conceptual design energy model.

3.13. Signage & Wayfinding

- In conjunction with Architecture, Interiors and Planning, develop a vision and wayfinding strategy for the project, including project and team values, aesthetic preferences, and project goals, through workshops with the Airport and Stakeholders.
- Identify the amount, complexity/changeability and type of message, digital (AV) elements, communications, and display aesthetic.
- Review relevant information regarding any brand standards (fonts, colors, logos, etc.) and guidelines as required for implementation into signage (new brand standards are not part of the current program).
- Review opportunities for amenities, art (exhibits/displays) and advertisement (art program and advertisement are not part of current program).

3.14. Cost Estimating / Construction Scheduling

- Set estimate target costs and compare to project components, using Join software.
- Concept estimate draft for two project schemes.
- Options estimating to bring project cost within budget.

3.15. Scheduling & Logistics

- High level construction schedule.
- Prepare high level logistics plans for sequencing of the work.

3.16. Specialty (Code, Conveyance, Door hardware, Acoustics, Waterproofing, Logistics)

- Develop criteria based on client requirements to be included in BOD.

3.17. Parking

- Participate in determination of project goals and objectives and
- On-site assessment of parking operations and related activities.
- Identify current organizational structure for parking operations within MRY.
- Analyze and evaluate the MRY parking operation based on Walker's experience with airport parking organizations.
- Draft report with recommendations for a self-operated parking scenario. Based on a single set of consolidated comments a final report will be prepared.

4. Schematic Design

4.1. General

- HOK will review the Project Information and other information furnished by Client. HOK will review and reasonably interpret the laws, codes and regulations applicable to the Services.
- Based on the Project's requirements agreed upon with Client, HOK will prepare and present for Client's approval a preliminary design illustrating the scale and relationship of the Project components. Client will review the preliminary design and provide its written approval or comments within two (2) weeks following receipt of the preliminary design. HOK will respond to Client's written comments within seven (7) days following receipt. Accepted comments will be carried into the next phase for incorporation.
- Based on the approved preliminary design, HOK will prepare Schematic Design Documents for Client's approval. The Schematic Design Documents will consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials will be noted on the drawings or described in writing.
- HOK will submit the Schematic Design Documents for Client's review and written approval or further comment. Client will provide its written approval or comments within two (2) weeks following receipt of the Schematic Design Documents. HOK will respond to Client's written comments within seven (7) days following receipt. Accepted comments will be carried into the next phase for incorporation.

4.2. Management

- Weekly design meetings to review progress and decision points.
- Weekly consultant coordination meetings.
- Develop Quality Assurance / Quality Control (QA/QC) plan.
- Review eligibility with FAA. Validate program in alignment FAA AIP (Appendix N) through meetings with FAA representative(s) to review program assignments and justify categories.
- Review the SD deliverables with the Airport and Stakeholders for approval prior to commencing to the next phase. Topics for review include:
  - Program audit
  - Design validation
  - Cost analysis audit
  - Quality control plan review

4.3. Civil – Airside

- Create initial apron layout plans.

4.4. Civil – Landside

- Using the results of the program validation process, adjust the conceptual roadway layout to comply with MUTCD roadway design standards as well as the topographic site constraints.
- Confirm the parking layout geometry and provide the team with a revised working digital base plan for Schematic Design purposes.
- Support the site programming efforts by performing a site circulation analysis using digital automated software (AutoTURN), to confirm that the proposed site layout can accommodate the required vehicles anticipated to access the site, including emergency and maintenance service vehicles.
- Identify a preferred strategy to achieve local and state stormwater quality and quantity reduction compliance. Stormwater treatment facilities will be conceptually programmed into the Landside development and coordinated with the consultant team to confirm general feasibility.
- Initiate development of:
  - Existing site plan
  - Site layout plan
  - Grading and drainage plan
  - Utility plan
  - Stormwater control plan
- Perform preliminary water quality calculations (i.e. impervious areas, tributary drainage areas, storm outfall flows, BMP sizing, etc.) necessary to confirm Agency and State compliance, including filling out all agency compliance forms and related documentation for submittal.
- Calculate the preliminary earthwork quantities relative to the proposed grading plan.

4.5. Aircraft Operations

- Create initial aircraft layouts.
- Identify initial PBB configuration, considering aesthetics, cost, and functional requirements.
- Develop typical aircraft parking configuration for gates and RON positions.
- Develop initial aircraft lighting approach.

4.6. Landscape

- Develop planting schemes in alignment with architectural concepts.
- Develop:
  - Preliminary layout of walks, entries, and planting areas, with existing and proposed elements delineated.
  - Grading concept.
  - Exterior materials concept.
  - Planting concept with trees, shrub/groundcover and grassed areas identified.

4.7. Structure

- Develop Structural Design Criteria.
- Review programming layouts and provide feedback on structural implications.
- Develop the selected Concept phase structural gravity system.
- Evaluate options for structural lateral system and material including foundation system.
- Collaborate with the overall Design team to develop the design.

4.8. Baggage Handling Systems

- Develop options for BHS configuration based on project requirements.
- Create initial layouts to define overall space and clearance requirements.
- Identify auxiliary rooms based on selected system.
- Assist the airport with the coordination for TSA approval and presentation of necessary documents for the stand-alone checked baggage design screening equipment.

4.9. Architecture / Interiors / Planning

- Develop options for volume/massing based on selected Concept Design approach.
- Generate Blocking/stacking diagrams to indicate spatial implementation of the Program, validating areas to determine efficiency of layouts.
- Develop Amenities Plan that identify locations of amenities, art, and advertisement.
- Develop drawings (floor plans, exterior elevations, perspectives) to support volume/massing review. Select interior vignettes as required.
- Perform initial Airports Airspace Analysis (Part 77) analysis for project scope.
- Develop egress/life safety approach based on code analysis.
- Specifications Table of Contents.
- Technical narrative in Basis of Design.
- Identify VE opportunities based on target costing and evaluation.
- Identify front-of-house lighting fixtures based on lighting design developed in previous phase.

4.10. Mechanical / Electrical / Plumbing / Fire Protection

- Develop MEP/FP Design Criteria.
- Review programming layouts and provide feedback on MEP/FP implications.
- Analyze the selected Concept phase MEP/FP systems.
- Evaluate options for MEP/FP systems.
- Load Reduction and HVAC Systems Energy Modeling.
- Develop BMS performance design requirements.
- Collaborate with the overall Design team to develop the design.

4.11. Lighting

- Develop lighting design options and define typicals.
- Create initial lighting layouts and calculations.
- Create Lighting Criteria Schedule (LCS) with key technical lighting performance metrics.

4.12. Telecommunications/IT Systems

- Attend design meetings as requested by the Architect.
- Initial specific system performance criteria based on owner approval.
- Schemes for control room/equipment room layouts
- Coordination with mechanical for estimated cooling requirements
- Coordination with electrical for power requirements
- Develop equipment electrical and thermal loads.
- Develop a preliminary opinion of probable cost of construction cost based on solution selected by the Project Team.
- Pre-qualify low voltage contractors as appropriate for the project delivery method.
- Provide Infrastructure design including information transport and outside plant communications systems.

4.13. Sustainability / Regenerative Design

- Facilitate Sustainability Charrette.
- Integrate studies with other disciplines.
- Perform Triple Bottom Line Cost Benefit Analysis.
- Refine LEED Strategy
- NZE Performance Design
- Update Basis of Design (BOD), including:
    - Net Zero Energy Roadmap Update
    - LEED Platinum Checklist
    - Energy & Environmental Exhibits
- Develop energy models:
    - Passive Load Reduction
    - Develop Active Load Reduction
    - HVAC System Selection
    - 100% Deliverable ASHRAE 90.1-2016 PRM
- Life Cycle Cost Assessment

4.14. Signage & Wayfinding

- Develop the overall themes and concepts previously identified from Visioning as thought starters for the wayfinding strategy and user experience to confirm locations for messaging.
- Develop a preliminary message type, destinations and diagrams showing anticipated paths and decision points for the intended audience.
- Depict three (3) high-level design concepts with inspiration or reference imagery.
- Two (2) rounds of revisions to the preferred concept.

4.15. Cost Estimating / Construction Scheduling

- Develop draft cost estimate.
- Value Engineering options.

4.16. Scheduling & Logistics

- Develop detailed construction schedule.
- Update logistics plans for sequencing of the work.

4.17. Code Compliance

- Develop initial code compliance report.

4.18. Conveyance

- Create initial layout based on elevator requirements.

4.19. Door hardware

- Develop diagrams to identify hardware requirements based on functional and security requirements.

4.20. Acoustics

- Develop initial recommendations for interior and exterior acoustical criteria.

4.21. Waterproofing

- Develop criteria based on client requirements to be included in BOD.

4.22. Parking

- Develop a Discovery Questionnaire for initial input from MRY and design team: site and parking layouts, parking user information, equipment functionality that can be used to develop intended lane configurations and assignment of parking areas to different classes of parkers for the new surface parking layout, PARCS requirements, PARCS options to be considered (e.g., gated vs. gateless, attendant booths vs. fully automated, etc.) and other related topics.
- Develop a Conceptual/Schematic Design for a new PARCS system (including an Opinion of Probable Cost).

5. Design Development

5.1. General

- Based on the approved Schematic Design Documents, HOK will prepare Design Development Documents for Client's approval. The Design Development Documents will illustrate and describe the development of the approved Schematic Design Documents and will consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents will also include outline specifications that identify major materials and systems and establish in general their quality levels.
- HOK will submit the Design Development Documents for Client's review and written approval or further comment. Client will provide its written approval or comments within seven (7) days following receipt of the Design Development Documents. HOK will respond to Client's written comments within seven (7) days following receipt. Accepted comments will be carried into the next phase for incorporation.

5.2. Management

- Weekly design meetings to review progress and decision points.
- Update Cost Estimate (appropriate to project phase). Support selection of Value Engineering design alternates developed in Schematic Design (validation).
- Review eligibility with FAA. Finalize program in alignment FAA AIP (Appendix N) through meetings with FAA representative(s) to review program assignments and justify categories.
- Review the Design Development deliverables with the Airport and Stakeholders for approval prior to commencing to the next phase. Topics for review include:
  - Program validation
  - Design validation
  - Cost analysis
  - Quality control plan review
  - Assumptions and Risk Log review

5.3. Civil – Airside

- Develop grading plans, coordinated with Airfield project.
- Develop initial apron layout plans.
- Develop specifications.

5.4. Civil – Landside

- Develop:
  - Existing Conditions
  - Demolition/Utility Disposition Plan
  - Horizontal Control/Roadway Layout Plan
  - Site Grading Plan
  - Utility Plan
  - Stormwater Control Plan
  - Construction Details
- Prepare the following calculations:
  - Earthwork
  - Storm Drain hydrology and hydraulics
- NPDES Stormwater Compliance
  - Advance the preliminary stormwater control plan to accommodate the detailed site design and proposed site improvements.
  - Adjust the treatment areas and associated BMP's to reflect a more thorough calculation process that includes the detailed site design elements.

5.5. Aircraft Operations

- Develop initial aircraft layout plans.
- Coordinate PBB's with civil grading.
- Confirm typical aircraft parking layouts and coordinate with VSR layout.
- Develop aircraft lighting analysis based on selected approach (pole- vs building-mounted) for Gates and RON positions.
- Initiate glare analysis for ATCT, taxi operations and gated planes.
- Develop specifications.

5.6. Landscape

- Develop layout of site elements using a datum point to be established by others with key dimensions delineated.
- Initiate preliminary grading and surface drainage of all hardscape and planting areas; coordination with project engineers on the number and location of area drains.
- Prepare planting plans indicating plant location and species palette, and bio-treatment areas if required.
- Identify irrigation point of connection.
- Delineation of site structures (walls, steps, handrails, etc.).
- Develop preliminary fixture location of exterior site lighting with recommendations for fixture selection.
- Identify preliminary locations of site furnishings and recommendations for selection of furnishings.

5.7. Structure

- Finalize Structural Design Criteria.
- Develop the selected Schematic design scheme and complete analysis and sizing of primary structural frame and foundation elements.
- Collaborate with the overall Design team to develop the design.
- Develop preliminary Specifications.

5.8. Baggage Handling Systems

- Develop BHS layout plans.
- Develop typical sections.
- Identify electrical loads.
- Develop specifications.
- Advise the airport authority with the applications to the Federal Security Director (FSD) or Assistant Federal Security Director (AFSD) for the Requirements Management Advisory Group (ReMAG) as applicable.

5.9. Architecture / Interiors / Planning

- Update Airports Airspace Analysis (Part 77) analysis for project scope.
- Develop floor plans to finalize programmatic arrangement with gross room size requirements.
- Create initial life safety plans.
- Develop reflected ceiling plans, floor finish plans, and furniture plan to define scope, with key, representative details.
- Exterior elevations with arrangement of façade systems and general materials and finishes.
- Develop overall building sections with select representative wall details to define scope.
- Finalize Amenities Plan to define locations of amenities, art and advertisement.
- Develop interior partition types and identify on floor plans.
- Develop interior and exterior door/window schedules.
- Develop typical assemblies to define scope, focused on defining design decisions.
- Develop 3-part specifications (identify performance-based design elements)
- Start 3D coordination for major systems.
- Refinement and finalization of major MEP spaces – rooms; closets; main risers; etc.

5.10. Mechanical / Electrical / Plumbing / Fire Protection

- Finalize MEP/FP Design Criteria
- Preliminary MEP/FP equipment selection
- Develop the selected SD Phase MEP/FP systems and complete analysis and sizing of primary MEP/FP equipment and distribution pathways.
- Preliminary LEED and Energy Code Compliance Energy Modeling.
- Collaborate with the overall Design team to develop the design.
- Develop preliminary Specifications.

5.11. Lighting

- Develop lighting layouts on reflected ceiling plans.
- Update Lighting Fixture Schedule (FLS).
- Run lighting calculations.

5.12. Telecommunications/IT Systems

- Attend design meetings as requested by the Architect.
- Preliminary outline specifications.
- Initial security, information transport plans illustrating device locations.
- Advance design requirements for casework, cabinets and enclosures in control room and equipment room spaces.
- Develop equipment electrical and thermal loads.
- Update the preliminary opinion of probable cost of construction cost based on solution selected by the Project Team.
- Coordinate Electrical and Mechanical requirements of Electronic Security Systems IT systems and AV systems with Engineering Disciplines.
- Coordinate space requirements of low voltage systems with Architecture
- Provide infrastructure design including information transport and outside plant communications systems.
- Provide assistance to owner/user in coordinating communications service provider circuits and building connectivity to communications utilities.

5.13. Sustainability / Regenerative Design

- Integrate approaches and studies with overall project design.
- Commissioning Activities Coordination
- Outline Specification Development
- LEED Workplan & Registration
- ZNE Performance Design
- Update energy models:
  - Additional HVAC System Selection (if required)
  - 50% Deliverable ASHRAE 90.1-2016 PRM
  - 100% Deliverable ASHRAE 90.1-2016 PRM
  - 100% Deliverable CA Title 24 Code Compliance

5.14. Signage & Wayfinding

- Develop sign location plans, elevations, and 3-dimensional drawings.
- Develop elevations, including standard treatment (fonts, layout proportions, imagery treatment, etc.). Materials and finish palettes will also be developed and presented.
- Provide digital assets of sign faces and concepts to the project team to be included in renderings.
- Develop a signage message schedule and visual message location plans through a series of four (4) workshops. Owner to review and approve final message schedules.
- Coordinate with a regional or national vendor to provide budgetary pricing and identify VE opportunities based on target costing and evaluation.

- Develop Sign Types based on Site/Exterior as follows:
  - Site Identification (several sizes)
  - Drop-off Zone Identification
  - Parking Zone Identification
  - Parking Directionals
  - Shuttle Information
  - Building Identification Letters and Logos
  - Pylon Site Identification
  - Entrance Identification
  - Site Directionals (several sizes)
  - Exterior FIDs (several sizes) (Digital components determined by A/V consultant)
  - Vehicular Regulatory (stop, speed limit, etc) (Locations determined by civil consultant)
  - Parking Lot Elements (Digital components determined by Parking consultant and excluding pavement markings, if applicable)
  - Parking Lot Elements (Excluding pavement markings)
  - Pedestrian Information Signs
  - Entrance Information (address, no smoking policies, etc.)
  - Loading dock information, instructions, etc.
- Develop Sign Types based on Site/Exterior as follows:
  - Passive Map Directories (several sizes) (Digital components determined by A/V consultant).
  - Interior FIDs (several sizes) (Digital components determined by A/V consultant).
  - Gate Identification.
  - Terminal Identification.
  - Visual Paging System Display Strategies (Digital components determined by A/V consultant).
  - TSA Display Strategies (Digital components determined by A/V consultant).
  - Lounge, Retail & Concession Guidelines.
  - Elevator Lobby Level Informational Signs.
  - Overhead Informational/Directional signs.
  - Wall Mounted Directionals.
  - Department Identification.
  - Base building core signage (ADA required, restrooms, stairs, mechanical, etc.).
  - Life Safety (elevator warning signs, stairwell landings/exits, egress information, fire hose/extinguisher markers etc.).
  - Room/Office Identification.
  - Baggage Claim Zone Identification.
  - Baggage Claim Display Strategies (Digital components determined by A/V consultant).

5.15. Cost Estimating

- Develop cost estimate.
- Complete Value Engineering list to be implemented.

5.16. Code Compliance

- Develop detailed code report.

5.17. Conveyance

- Finalize layout plans and specifications for all conveyance equipment.

5.18. Door hardware

- Update diagrams to identify hardware requirements based on functional and security requirements.
- Create initial hardware groups and specifications.

5.19. Acoustics

- Complete recommendations for interior and exterior acoustical criteria.
- Review drawings and specifications and identify specific issues and opportunities.

5.20. Waterproofing

- Complete recommendations for waterproofing and roofing systems.
- Peer review architectural details and provide specific comments.
- Develop specifications for waterproofing and roofing sections.

5.21. Parking

- Based on an approved Concept, Conceptual/Schematic Design, develop a PARCS Performance Specification and PARCS Drawings.

6. Contract Documents

6.1. General

- Based on the approved Design Development Documents, HOK will prepare Contract Documents for Client's approval. The Contract Documents will illustrate and describe the further development of the approved Design Development Documents and will consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. Client and HOK acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which HOK will review as required in this Agreement, as part of a subsequent Scope of Work proposal.
- HOK will incorporate into the Contract Documents the design requirements of Governmental Authorities.
- HOK will submit the Contract Documents for Client's review and written approval or further comment. Client will provide its written approval or comments within seven (7) days following receipt of the Contract Documents. HOK will respond to Client's written comments within seven (7) days following receipt. Accepted comments will be incorporated into the final Contract Documents.

6.2. Management

- Weekly design meetings to review progress and decision points.
- Schedule intermediate deliverable (50% CD), permit package, and final Contract Documents
- Develop final Cost Estimate.
- Review eligibility with FAA. Confirm program in alignment FAA AIP (Appendix N) through meetings with FAA representative(s) to review program assignments and justify categories.
- Review the CD deliverables with the Airport and Stakeholders for approval prior to commencing to the next phase. Topics for review include:
  - Program validation
  - Design validation
  - Cost analysis
  - Quality control plan review
  - Risk register review

6.3. Civil – Airside

- Develop final grading plans.
- Develop final apron plans.
- Complete technical detailing, aligned with Airfield project selected systems.
- Develop final utilities plans.
- Finalize striping plans.
- Complete specifications.

6.4. Civil – Landside

- Complete the following drawings:
  - Civil Cover Sheet
  - Notes & Legend
  - Existing Conditions
  - Demolition/Utility Relocation Plan
  - Parking Horizontal Control Plan
  - Site Grading Plan
  - Site Utility Plan
  - Roadway and Utility Plan and Profile Sheets
  - Stormwater Control Plan
  - Construction Details
  - Sedimentation and Erosion Control Plan
  - Site lighting plan
- Update calculations from previous phases.
- Provide application support to the Client in order to submit the necessary documentation for application review and permitting with the relevant agencies.
- Further develop the methods to meet the NPDES requirements for post-construction storm water discharge. Work with the project architect and landscape architect to implement the site water quality features. Prepare a Final Storm Water Control Report.
- Provide Qualified SWPPP Developer (QSD) services in compliance with the Construction General Permit Order 2009-0009-DWQ as amended by Order 2010-0014-DWQ, administered by the State Water Resources Control Board (SWRCB). Provide support services to the owner's Legally Responsible Person (LRP) to submit Permit Registration Documents (PRDs) to the State's online Storm Water Multiple Application and Report Tracking System **(**SMARTS) program website.
- Prepare an Operations and Maintenance Agreement defining the obligations of the landowner to operate and maintain the stormwater treatment facilities after construction is complete. The agreement will include details for each of the treatment facilities as well as reduced plans for the maintenance staff. We will work with the City and developer's attorney to finalize the negotiated agreement. We have assumed that the City will record the final document with the County.
- Prepare a bonding estimate for the public improvements contained within City ROW.

6.5. Aircraft Operations

- Finalize aircraft layout plans, identifying all related equipment.
- Complete PBB's foundation design.
- Finalize airfield striping plans.
- Initiate glare analysis for ATCT, taxi operations and gated planes.

6.6. Landscape

- Complete layout plans, indicating all site elements, dimensions, detail references; detail layout plans, as required.

- Finalize grading and surface drainage plans, including location and rim elevations of area drains. (Underground drainage will be provided by the Civil Engineer.)
- Planting plan, indicating locations of all plant species and required bio-treatment areas; plant list indicating names, size, and other characteristics; and planting details.
- Irrigation plan, indicating heads, lines, legend and irrigation details; water usage requirements.
- Site details as required. (Site structural engineering by others.)
- Selection and placement of site furnishings.

6.7. Structure

- Develop the primary structural systems and construction details to be issued for permit and construction.
- Prepare 100% CD drawings, specifications and related calculations to be issued for Permit.
- Provide structural criteria for MEP & BHS systems and equipment bracing requirements; review related architectural and MEP details.
- Respond to comments by permitting agency. Provide any necessary additional information requested by permitting agency.

6.8. Baggage Handling Systems

- Complete BHS layout plans.
- Complete sections, enlarged equipment plans, details.
- Finalize electrical load tables.
- Complete specifications.

6.9. Architecture / Interiors / Planning

- Perform final Airports Airspace Analysis (Part 77) analysis for project scope (7460 Permit to submitted by Contractor).
- Complete plans including floor plans, reflected ceiling plans, floor finish plans, furniture plans.
- Finalize life safety plans.
- Finalize building sections, exterior elevations, wall sections, and details.
- Finalize all schedules including interior partition types, doors/windows, finishes.
- Develop interior and exterior door/window schedules.
- Develop typical assemblies to define scope, focused on defining design decisions.
- Develop 3-part specifications (identify performance-based design elements)
- Start 3D coordination for major systems.
- Refinement and finalization of major MEP spaces – rooms; closets; main risers; etc.

6.10. Mechanical / Electrical / Plumbing / Fire Protection

- Develop the MEP/FP systems, performance requirements, and construction details to be issued for permit and construction.
- Prepare 100% CD drawings and specifications to be issued for Permit.

- Finalize and document LEED and Energy Code Compliance Energy Modeling.
- Attend meetings with Owner or Owner's Representatives via WebEx or conference call.
- Respond to comments by permitting agency. Provide any necessary additional information requested by permitting agency.

6.11. Lighting

- Finalize lighting layouts and RCPs.
- Finalize Lighting Fixture Schedule (FLS).

6.12. Telecommunications/IT Systems

- Attend design meetings as requested by the Architect.
- Final development of the technical drawings and performance specifications based on the design criteria approved by the Project Team.
- Documents will include special construction details and elevations of all technology related spaces.
- Final opinion of probable cost for the final system design.
- Prepare the final construction documents to be released for the competitive bidding process.
- Coordinate Electrical and Mechanical requirements of low voltage systems with Engineering Disciplines.
- Coordinate space requirements of low voltage systems with Architecture
- Provide infrastructure design including information transport systems and outside plant communications systems.

6.13. Sustainability / Regenerative Design

- Integrate approaches and studies with overall project design.
- Sustainable Specifications Plan Review.
- Design Credit Documentation.
- LEED Design Phase Review.
- NZE Performance documentation.
- Update energy models:
  - 50% Deliverable ASHRAE 90.1-2016 PRM
  - 100% Deliverable ASHRAE 90.1-2016 PRM
  - 100% Deliverable CA Title 24 Code Compliance

6.14. Signage & Wayfinding

- Prepare drawings showing Design Intent for bid purposes, including a final set of details showing materials, colors, details and installation specifications.
- Provide specifications defining minimal material performance criteria and industry standard terms and conditions.
- Integrated design and coordinated details, including power, lighting, and surrounding architecture.
  - Develop a message schedule and location plans coordinated with the architecture team's drawings and existing conditions. Owner to review and approve final message schedule, with one (1) round of revisions to the message schedule.

6.15. Cost Estimating / Construction Scheduling

- Cost estimate at 50% and 100% CD.
- Final cost estimate.
- Develop Risk Register for Construction related items.

6.16. Scheduling & Logistics

- Update construction schedule.
- Update logistics plan for sequencing of the work.

6.17. Code Compliance

- Complete code report for each permit package.

6.18. Conveyance

- Complete specifications for all conveyance equipment.

6.19. Door hardware

- Complete hardware groups and specifications.

6.20. Acoustics

- Review drawings and specifications and identify specific issues at 50% CD.

6.21. Waterproofing

- Peer review architectural details and provide specific comments at 50% CD.
- Complete specifications for waterproofing and roofing sections.

6.22. Parking

- PARCS Construction Documents (CDs), including Drawings and a Specification. The documents will include a sufficient level of parking equipment-related details to enable PARCS bidders to develop proposals and pricing, and to provide detailed product submittals and design diagrams.
- Provide input to and coordinate with Electrical and Civil engineers as appropriate.

7. Geotechnical Services

7.1. Geotechnical Report Services

- **Exploratory borings:**
  To supplement our previous explorations, we will drill, log, and sample 11 exploratory borings at the site using conventional truck-mounted, hollow-stem auger drilling equipment. Seven borings will be performed within the new terminal building footprint and four borings will be performed within the proposed pavement and access road areas. Our conventional borings will extend to depths of about 30 to 40 feet below the existing ground surface for borings within the location of the proposed terminal building. Our borings in the parking areas will be about 5 to 10 feet deep. Collect soil samples from our borings for visual classification and laboratory testing. The soil will be logged in accordance with the Unified Soil Classification System as required by the FAA. The approximate locations of our borings are shown on the attached Proposed Exploration Location plan. The final locations of all explorations may be modified in the field as needed.
- **Utility clearance:**
  Mark boring locations at least two working days prior to beginning our explorations as required by law and notify the regional utility notification center – Underground Service Alert (USA), and you, so that public and private utilities can be identified and marked at the ground surface. Where practical we will mark our locations in white paint, or otherwise designate our exploration locations, as requested by USA. Utility operators/owners are required to mark their utilities at the ground surface prior to the start of work. California law requires that we receive notification that our marked exploration locations have been cleared by each subscribing utility operator with nearby facilities before we proceed with our exploration. Failure of these utility operators to respond with the status of their facilities may result in delays to our schedule that is outside of our control.
  To reduce the risk of damaging unidentified underground utilities during drilling, we will also contract with a private utility locator. We are not responsible for damage to utilities that are not clearly identified. We also request that you forward a copy of utility location plans or drawings, if available, to aid in determining our exploration locations.
- **Permits, Site Access and Disposal of Drill Spoils:**
  Our explorations will be permitted and backfilled with cement grout in accordance with Monterey County Health Department guidelines.
  We assume that clear site access will be provided for our equipment at the time of drilling. Exploration equipment is typically heavy, and drilling is a destructive process that disturbs surface soils and other improvements. For the purpose of this proposal, site restoration is limited to general clean-up and does not include the restoration of the site.
  During our site exploration, drill spoils generated during drilling will be left near our explorations in unpaved areas. We will move drill spoils from boring locations to a

nearby location designated by airport staff. Drumming, testing and disposal of drill spoils are outside of our current scope of work.

- **Environmental conditions:**
  If environmental contamination or other specific conditions exist at the site, please notify us prior to exploration so that we can take the proper health and safety precautions during our exploration of the site. This proposal specifically excludes the assessment of environmental characteristics at the site, particularly those involving hazardous substances. If obviously impacted materials are encountered during our geotechnical exploration, we will discontinue our work and notify you of the condition encountered. We will proceed with our geotechnical scope of work, once we mutually agree to do so. Added costs incurred because of suspected hazardous substances will be charged on a time-and-expense basis over and above the established fees for the site investigation.
- **Laboratory Testing:**
  To evaluate the index and engineering properties of site soils, the following laboratory tests are anticipated:
  - In-situ Moisture/Density tests, ASTM D2216 and D7263
  - Grain Size Distribution tests, ASTM D1140 and D422
  - Atterberg Limit tests, ASTM D4318
  - Resistance (R-value) test, Caltrans Test Method 301
- **Engineering Analysis and Report Preparation:**
  The engineering analysis phase of work will focus on developing site grading recommendations and geotechnical design parameters for terminal building and passenger bridge foundations, terminal building lower-level permanent retaining wall, and access road and parking lot pavement areas. The data obtained from the field investigation and the laboratory testing program will be utilized in the engineering analysis.
  Following the completion of the engineering analysis, a report will be prepared with our conclusions and recommendations. The report will include the following items:
  - Site plan showing exploratory boring locations
  - Logs of exploratory borings, including depth to groundwater (if encountered)
  - Laboratory test results
  - A detailed discussion of our findings and recommendations, including:
  - Site conditions
  - Subsurface conditions
  - Geologic hazards and seismicity
  - Seismic Design Parameters in accordance with the 2022 CBC Chapters 11.4, and ASCE 7-16 Chapters 20, and 21.2 (Ground Motion Hazard Analysis)
  - Site preparation and earthwork recommendations for terminal building and landside civil improvements Terminal building and passenger bridge foundation type and design recommendations
  - Lateral earth pressures for terminal building lower-level retaining wall design
  - Temporary cut slopes and shoring recommendations for the terminal building

- Interior terminal building and exterior landside civil improvements slab-on-grade recommendations
- Landside civil improvements - flexible asphalt and rigid concrete pavement recommendations

7.2. Additional Geotechnical Services

- **Preliminary Soil Corrosion Screening:**
  Perform a preliminary soil corrosion screening to evaluate the potential impact on underground metallic utility lines and Portland cement concrete foundations. Submit five (5) soil samples collected from our exploratory borings between depths of about 2 to 15 feet to an analytical laboratory for pH, resistivity, chloride, and sulfate testing. Test results will be used to estimate the relative corrosion potential of the in-place soil. JDH Corrosion Consultants will be subcontracted to provide a corrosion evaluation letter based on the field and lab test results, which will be included in our geotechnical report.
- **Disposal of Soil Cuttings:**
  Drill spoils generated during our investigation will be disposed of at on-site. It is assumed that the soil cuttings are non-hazardous. Storage and off-site disposal are not included in this proposal. We are assuming the cuttings from the borings, due to the number and depth of the borings, is the equivalent of up to 12 to 14 drums.

8. Surveying

8.1. Land surveying

- Review owner provided title report, research record maps and plot record boundary and easements as identified on the title report.
- Locate and tie into existing Airport control (as provided by Airport District) and verify the record boundary location.
- Conduct a ground topographic survey for the subject areas to supplement the aerial mapping. Locate all existing features, including location of the existing building, hardscape features, fences, visible utilities/appurtenances, road centerline, edge of pavement, grade breaks, top and bottom of slopes, concrete features, structures, and trees larger than 6" in diameter and tree driplines.
- Collect available utility data from the local utility companies per ASCE Quality Level C for the project areas and integrate the information into the project base map. Whitson Engineers shall provide pre-marks and request a USA location prior to the survey in order to facilitate the location of additional utility installations.
- Whitson will coordinate with a utility locator (sub-consultant) to identify and locate private underground utilities within the project area. As the amount of utilities is unknown, we have budgeted for a total of 5 days.
- Upon completion of USA and private locator, we will field locate visible utilities and utility markings. Measure rim and invert elevations for
- storm and sewer structures within the survey project limits.
- Prepare a topographic map of the parcel including all topographic features and elevations at a 1' contour interval. Integrate record and
- surveyed utility data into CAD base file.
- Provide Client with CAD file and Imagery file in AutoCAD.

8.2. Right of Way

- Review owner provided title report of the airport parcel, research record maps and plot record boundary and easements as identified on the title report.
- Perform a limited field survey to recover monuments of record to corroborate the record boundary layout. Please note: This will not constitute a full boundary survey retracement or resolution of the subject parcels.
- Obtain and review Condition of Title Reports where work is proposed on private parcels.
- Prepare Preliminary Appraisal Maps for proposed rights of way and easements to be acquired for the Project. During the final design phase, prepare Acquisition Maps,
- Prepare Plats, and Legal Descriptions for the proposed rights of way and easements to be acquired. All plats and legal descriptions will be prepared in accordance with City of Monterey and County standards for purposes of recordation.
- Prepare a monumentation map and Record of Survey and set monuments to monument the new right-of-way. Process record of survey for recordation with Monterey County.

- Prepare a Survey Control Sheet for the plan set, documenting the established control for the project.

9. Assumptions and Clarifications

9.1. Any engineering/design work other that what is specifically mentioned in this Scope of Work document is excluded.

9.2. Expenses, including for travel to site are limited (as described in the Compensation section). Expenses will be billed at cost and approved by Monterey in advance.

9.3. Bidding and Construction Administration Services will be provided in a subsequent Scope of Work proposal. The current scope results in a single set of documents for bidding of the work.

9.4. We assume that the final Geotechnical engineering report for the site will be completed before the end of the Schematic Design phase.

9.5. The base files used for the Airfield project civil grading work for existing and final design conditions will be provided to the project team during the Programming phase to form the basis for the Project's civil grading work in lieu of aerial photography.

9.6. No existing building modifications are included—these services can be provided as an additional service.

9.7. Services related to detection, removal, disposal or otherwise redarning harmless Hazardous Materials are excluded.

9.8. Site work and landscaping over structural deck are excluded.

9.9. Design of window washing equipment, except provisions for bases of davits and cranes, are excluded.

9.10. Integrated water re-use system is not included in the current scope.

9.11. Geothermal systems, including geotechnical borings required for this system, is not included in the current scope.

9.12. All existing systems/structures drawing (as required for the project) to be provided prior to Schematic Design.

9.13. Excludes design of MEP/FP systems or infrastructure serving other buildings outside the project boundary. Scope of work is limited to the Scope Boundary.

9.14. No design to active telecommunications systems.

9.15. Owner will obtain the current hydrant flow test result for water flow and pressure.

9.16. Should the program requirements evolve to include vibration requirements that exceed typical terminal building criteria they can be provided as an additional service.

9.17. Value engineering occurring after the Design Development phase can be provided for additional fee.

9.18. Structural design of exterior building enclosure, vendor designed stairs, and the seismic anchorage and bracing of MEP/IT & BHS distribution systems and MEP equipment are not included.

9.19. We use REVIT as our document development platform, with elements modeled per the BIMForum Level of Development Specification to LOD 300*, the primary structural element is graphically represented within the Model as a specific system, object or assembly in terms of quantity, size, shape, location, and orientation. Non-graphic information may also be attached to the Model Element. Civil work will be developed in Civil 3D CAD format.

9.20. The TSA full-inline Checked Baggage Inspection System submittal process, including alternatives analysis (pre-design), SD, 30%, 70% and 100% design TSA submittal and review efforts, is not anticipated and is excluded.

9.21. Construction related services, including design of temporary means and methods of construction, shoring, construction sequencing analysis, and verification of quality of work of the contractor are excluded.
9.22. Significant changes that are in conflict with prior approvals or direction will be assessed for additional services.
9.23. Changes to codes, laws and regulations subsequent to commencement of the services described herein will be assessed for additional services.
9.24. Any design changes due to bid comments to Construction Documents are excluded. (Bidding and Construction Administration are not part of this Scope of Work proposal.)
9.25. Physical models, other than in-house study models, are not included.
9.26. For artwork, exhibits and displays, all written content (including photo captions, labels and other copy), imagery (including photographs or licensed images), artifacts or other display items are selected, provided, and managed by the Airport.
9.27. The cost of production samples for test prototypes and mock-up of sign types are not included in this proposal and will be defined as part of the Construction Scope of Work.
9.28. Coordination with Caltrans and TAMC studies associated with Highway 68 that includes the design and reconfiguration of up to 9 intersections within the area, including the intersection of Highway 68 and Olmstead, is not considered as part of this scope.
9.29. All proposed improvements will be outside of Caltrans ROW and will not require the processing of a Caltrans Encroachment Permit.
9.30. Cost estimates will not include:
- Soft costs.
- TI buildout of terminal spaces for vendors and restaurants.
- Reconciliation with estimates from others.
- Relocation of existing staff and facilities.

9.31. Parking best management practices and performance measures beyond those necessary to recommend improvements to the organizational structure of the MRY parking operation, beyond those described in the scope of services.
9.32. Evaluation of the Airport's current HUB PARCS equipment: It is assumed this equipment will be retired and replaced as part of the new terminal construction project.
9.33. PARCS design for any new parking structure/garage that becomes a part of the new airport layout, or any off-airport or airside parking facilities.
9.34. Parking Guidance System (PGS) design.

10. Compensation

The fees below are based on an assumed construction cost of $60,000,000, as provided by the Airport, and a project design schedule of 12.5 months, as outlined in section 1.4.

The fees are developed based on the following major and sub-phases:

1. Project Initiation:
   1.1. Pre-Design Phase (Scope Definition)
   1.2. Visioning / Programming
2. Design Phase
   2.1. Schematic Design Phase
   2.2. Design Development Phase
3. Contract / Permitting
   3.1. Contract Documents Phase

Direct Fees per Discipline, by Phase:

	Design Fees					
Firm	Pre-Design	VP	SD	DD	CD	**Total**
Architecture	$ 61,750	$ 369,023	$ 793,489	$ 705,600	$ 934,388	**$ 2,864,251**
Civil	$ -	$ 114,311	$ 202,700	$ 227,045	$ 316,331	**$ 860,387**
Landscape	$ 5,000	$ 47,730	$ 70,766	$ 60,343	$ 93,750	**$ 277,589**
Building Systems	$ 14,000	$ 143,275	$ 272,068	$ 485,120	$ 641,619	**$ 1,556,083**
Cost Estimating	$ -	$ 40,953	$ 39,303	$ 43,213	$ 89,347	**$ 212,815**
Total	**$ 80,750**	**$ 715,293**	**$ 1,378,327**	**$ 1,521,321**	**$ 2,075,436**	$ 5,771,125
Geotechnical / Surveying						**$ 168,275**
Grand Total						$ 5,939,400

Notes:

1. Pre-Design include fees spent prior to contract execution, including scope development, meetings
2. and coordination with Airport staff, consultants and agencies.
3. Phase headers are as follows:
   a. VP = Visioning / Programming
   b. SD = Schematic Design
   c. DD = Design Development
   d. CD = Contract Documents
4. Cost of Work items include Geotechnical and Surveying work.

Direct Fees per Firm, by Phase:

	Design Fees					
Firm	Pre-Design	VP	SD	DD	CD	**Total**
Architecture	$ 61,750	$ 369,023	$ 793,489	$ 705,600	$ 934,388	**$ 2,864,251**
HOK-A	$ 60,000	$ 318,616	$ 669,652	$ 595,722	$ 778,552	$ 2,422,542
HOK-RD	$ 1,000	$ 11,541	$ 42,416	$ 29,588	$ 39,450	$ 123,995
HOK-ED	$ 750	$ 27,252	$ 31,651	$ 41,415	$ 87,975	$ 189,044
Waterproofing Consultant		$ -	$ 9,250	$ 7,400	$ 3,700	$ 20,350
Door Hardware Consultant		$ -	$ 9,250	$ 7,400	$ 3,700	$ 20,350
Acoustics Consultant		$ 2,220	$ 9,250	$ 7,400	$ 3,700	$ 22,570
Conveyance Consultant		$ 2,220	$ 9,250	$ 7,400	$ 3,700	$ 22,570
Jensen Hughes		$ 7,173	$ 12,771	$ 9,275	$ 13,611	$ 42,831
Civil	$ -	$ 114,311	$ 202,700	$ 227,045	$ 316,331	**$ 860,387**
Aero		$ 63,991	$ 130,601	$ 129,351	$ 73,201	$ 397,145
BKF Engineers		$ 48,880	$ 63,459	$ 89,055	$ 209,148	$ 410,542
Giacalone		$ 1,440	$ 8,639	$ 8,639	$ 33,981	$ 52,700
Landscape	$ 5,000	$ 47,730	$ 70,766	$ 60,343	$ 93,750	**$ 277,589**
Rana		$ 20,875	$ 27,692	$ 52,706	$ 86,298	$ 187,570
HOK-L	$ 5,000	$ 26,854	$ 43,075	$ 7,637	$ 7,453	$ 90,019
Building Systems	$ 14,000	$ 143,275	$ 272,068	$ 485,120	$ 641,619	**$ 1,556,083**
HOK-MEP	$ 7,500	$ 42,192	$ 125,040	$ 209,054	$ 292,642	$ 676,428
HOK-S	$ 5,000	$ 19,528	$ 44,687	$ 97,638	$ 162,028	$ 328,880
HOK-LV	$ 750	$ 10,146	$ 22,852	$ 93,241	$ 90,193	$ 217,182
HOK-LG	$ 750	$ 6,749	$ 11,298	$ 11,298	$ 15,406	$ 45,500
Swanson Rink		$ 48,222	$ 56,678	$ 56,472	$ 54,931	$ 216,303
Walker Consultants		$ 16,439	$ 11,514	$ 17,417	$ 26,420	$ 71,790
Cost Estimating	$ -	$ 40,953	$ 39,303	$ 43,213	$ 89,347	**$ 212,815**
tbd.		$ 40,953	$ 39,303	$ 43,213	$ 89,347	$ 212,815
Total	**$ 80,750**	**$ 715,293**	**$ 1,378,327**	**$ 1,521,321**	**$ 2,075,436**	**$ 5,771,125**
Geotechnical / Surveying						**$ 168,275**
Cornerstone		Geotechnical Report				$ 47,600
		Soil Corrosive Testing				$ 2,600
		Plan Review				$ 8,625
Whitson		Land Survey				$ 109,450
		Right of Way				incl. above
Grand Total						**$ 5,939,400**

Notes:

1. Fees do not include expenses, see next table.

Total Design Fees (including expenses), by Phase:

	Design Fees						Expenses				
Firm	Pre-Design	VP	SD	DD	CD	**Total**	VP	SD	DD	CD	**Total**
Architecture	$ 61,750	$ 369,023	$ 793,489	$ 705,600	$ 934,388	**$ 2,864,251**					**$ 24,300**
HOK-A	$ 60,000	$ 318,616	$ 669,652	$ 595,722	$ 778,552	$ 2,422,542	$ 3,500	$ 3,500	$ 5,000	$ 5,000	$ 17,000
HOK-RD	$ 1,000	$ 11,541	$ 42,416	$ 29,588	$ 39,450	$ 123,995	$ 750	$ 1,250	$ 750	$ 750	$ 3,500
HOK-ED	$ 750	$ 27,252	$ 31,651	$ 41,415	$ 87,975	$ 189,044	$ 1,750	$ 1,750			$ 3,500
Waterproofing Consultant		$ -	$ 9,250	$ 7,400	$ 3,700	$ 20,350					$ -
Door Hardware Consultant		$ -	$ 9,250	$ 7,400	$ 3,700	$ 20,350					$ -
Acoustics Consultant		$ 2,220	$ 9,250	$ 7,400	$ 3,700	$ 22,570					$ -
Conveyance Consultant		$ 2,220	$ 9,250	$ 7,400	$ 3,700	$ 22,570					$ -
Jensen Hughes		$ 7,173	$ 12,771	$ 9,275	$ 13,611	$ 42,831	$ 300				$ 300
Civil	$ -	$ 114,311	$ 202,700	$ 227,045	$ 316,331	**$ 860,387**					**$ 5,500**
Aero		$ 63,991	$ 130,601	$ 129,351	$ 73,201	$ 397,145	$ 1,750				$ 1,750
BKF Engineers		$ 48,880	$ 63,459	$ 89,055	$ 209,148	$ 410,542	$ 1,750				$ 1,750
Giacalone		$ 1,440	$ 8,639	$ 8,639	$ 33,981	$ 52,700	$ 500	$ 500	$ 500	$ 500	$ 2,000
Landscape	$ 5,000	$ 47,730	$ 70,766	$ 60,343	$ 93,750	**$ 277,589**					**$ 2,500**
Rana		$ 20,875	$ 27,692	$ 52,706	$ 86,298	$ 187,570					$ -
HOK-L	$ 5,000	$ 26,854	$ 43,075	$ 7,637	$ 7,453	$ 90,019	$ 1,250	$ 1,250			$ 2,500
Building Systems	$ 14,000	$ 143,275	$ 272,068	$ 485,120	$ 641,619	**$ 1,556,083**					**$ 27,750**
HOK-MEP	$ 7,500	$ 42,192	$ 125,040	$ 209,054	$ 292,642	$ 676,428	$ 1,250	$ 1,250	$ 1,250	$ 3,500	$ 7,250
HOK-S	$ 5,000	$ 19,528	$ 44,687	$ 97,638	$ 162,028	$ 328,880	$ 1,250	$ 1,250	$ 1,250	$ 3,500	$ 7,250
HOK-LV	$ 750	$ 10,146	$ 22,852	$ 93,241	$ 90,193	$ 217,182	$ 1,500				$ 1,500
HOK-LG	$ 750	$ 6,749	$ 11,298	$ 11,298	$ 15,406	$ 45,500	$ 1,500				$ 1,500
Swanson Rink		$ 48,222	$ 56,678	$ 56,472	$ 54,931	$ 216,303	$ 1,750	$ 1,750	$ 1,750	$ 3,500	$ 8,750
Walker Consultants		$ 16,439	$ 11,514	$ 17,417	$ 26,420	$ 71,790	$ 1,500				$ 1,500
Cost Estimating	$ -	$ 40,953	$ 39,303	$ 43,213	$ 89,347	**$ 212,815**					**$ 500**
bd.		$ 40,953	$ 39,303	$ 43,213	$ 89,347	$ 212,815	$ 500				$ 500
Total	**$ 80,750**	**$ 715,293**	**$ 1,378,327**	**$ 1,521,321**	**$ 2,075,436**	**$ 5,771,125**	$ -	$ -	$ -	$ -	**$ 60,550**
Geotechnical / Surveying						**$ 168,275**					
Cornerstone		Geotechnical Report				$ 47,600					
		Soil Corrosive Testing				$ 2,600					
		Plan Review				$ 8,625					
Whitson		Land Survey				$ 109,450					
		Right of Way				incl. above					
Grand Total											**$ 5,999,950**

Notes:

1. Expense amounts are included for reference only. Actual expenses will be billed at cost.

11. Information provided by Airport

2022-12-20 MRY Apron Project – Civil:

- Q75003001-BMAP-2D.dwg
- Q75003001-EG-SURF-C3D.dwg
- Q75003001-EXUT-2D.dwg
- Q75003001-FG-SURF-C3D.dwg
- Q75003001-PROP-2D.dwg
- Q75003001-PROP-AFPK.dwg
- Q75003001-PROP-PRKG.dwg
- Q75003001-PROPUT-2D.dwg

2022-12-20 MRY Financial Plan:

- MPAD_Terminal Plan of Finance (Modest Design)_81MM FAA_03-25-21.pdf

2022-12-20 Terminal Planning Exhibits:

- 2022-04-18 - Updated Snapshots and Movies
  - Existing Snapshots
    - snapshot (1).jpg
    - snapshot (2).jpg
    - snapshot (3).jpg
    - snapshot (4).jpg
    - snapshot (5).jpg
    - snapshot (6).jpg
    - snapshot (7).jpg
    - snapshot (8).jpg
    - snapshot (9).jpg
    - snapshot (10).jpg
    - snapshot (11).jpg
    - snapshot (12).jpg
  - Movies
    - Existing.avi
    - Proposed.avi
    - WorkArea_A.avi
    - WorkArea_A1.avi
  - Proposed Snapshots
    - snapshot (1).jpg
    - snapshot (2).jpg
    - snapshot (3).jpg
    - snapshot (4).jpg
    - snapshot (5).jpg
    - snapshot (6).jpg

        - snapshot (7).jpg
        - snapshot (8).jpg
        - snapshot (9).jpg
        - snapshot (10).jpg
        - snapshot (11).jpg
        - snapshot (12).jpg
    - Sample Slideshow.pptx
    - WorkAreaA Snapshots
        - snapshot (1).jpg
        - snapshot (2).jpg
        - snapshot (3).jpg
        - snapshot (4).jpg
        - snapshot (5).jpg
        - snapshot (6).jpg
        - snapshot (7).jpg
        - snapshot (8).jpg
        - snapshot (9).jpg
        - snapshot (10).jpg
        - snapshot (11).jpg
        - snapshot (12).jpg
    - WorkAreaA1 Snapshots
        - snapshot (1).jpg
        - snapshot (2).jpg
        - snapshot (3).jpg
        - snapshot (4).jpg
        - snapshot (5).jpg
        - snapshot (6).jpg
        - snapshot (7).jpg
        - snapshot (8).jpg
        - snapshot (9).jpg
        - snapshot (10).jpg
        - snapshot (11).jpg
        - snapshot (12).jpg
- 2022-05-30 - Terminal and Landside add-on
    - snapshot (1).jpg
    - snapshot (2).jpg
    - snapshot (3).jpg
    - snapshot (4).jpg
    - snapshot (5).jpg
    - snapshot (6).jpg
    - snapshot (7).jpg
    - snapshot (8).jpg
    - snapshot (9).jpg
    - snapshot (10).jpg

  - snapshot (11).jpg
  - snapshot (12).jpg
- Terminal Workshop-1
  - 22x34
    - FIS_1_11x17_Print Sheet.pdf
    - old sketches programming_Figure 8.pdf
    - Terminal Area Aerial.pdf
    - Terminal Program-Linear-Figure 9.pdf
    - Terminal Program-Modular Campus-Figure 12.pdf
    - Terminal Program-Single Pier-Figure 11.pdf
    - Terminal Program-Split Curbside-Figure 10.pdf
    - Terminal w_Landside-Linear-Figure 13.pdf
    - Terminal w_Landside-Modular Campus-Figure 16.pdf
    - Terminal w_Landside-Single Pier-Figure 15.pdf
    - Terminal w_Landside-Split Curbside-Figure 14.pdf
  - Crop for PowerPoint
    - Crop_Terminal Program-Linear-Figure 9.pdf
  - Aircraft Gating-Figure 1.pdf
  - Aircraft Gating-Figure 2.pdf
  - Aircraft Gating-Figure 3.pdf
  - Aircraft Gating-Figure 4.pdf
  - Aircraft Gating-Figure 5.pdf
  - Aircraft Gating-Figure 6.pdf
  - FIS-1.pdf
  - FIS-2.pdf
  - old sketches programming.pdf
  - Terminal Alternatives - Ignore Part 77-ALT1.pdf
  - Terminal Alternatives - Ignore Part 77-ALT2.pdf
  - Terminal Alternatives - Ignore Part 77-ALT3.1.pdf
  - Terminal Alternatives - Ignore Part 77-ALT3.pdf
  - Terminal Area Aerial.pdf
  - Terminal Constraints Map.pdf
  - Terminal Program-Linear-Figure 9.pdf
  - Terminal Program-Modular Campus-Figure 12.pdf
  - Terminal Program-Single Pier-Figure 11.pdf
  - Terminal Program-Split Curbside-Figure 10.pdf
  - Terminal w_Landside-Linear-Figure 13.pdf
  - Terminal w_Landside-Modular Campus-Figure 16.pdf
  - Terminal w_Landside-Single Pier-Figure 15.pdf
  - Terminal w_Landside-Split Curbside-Figure 14.pdf

- Terminal Workshop-2
  - Old
    - 00_MRY_Sheets 1-7_Box Terminal Figures_1-7-2022.pdf

        - 1-Box Terminal _Passenger Flow Plan_1-7-2022_DRAFT.pdf
        - 4-Departing Passenger Sections_1-7-2022_DRAFT.pdf
        - 5-Arriving Passenger Sections_1-7-2022_DRAFT.pdf
        - Apron Area_Box Terminal _No Taxilane_1-6-2022_DRAFT.pdf
        - Apron Area_Box Terminal _With Taxilane_1-6-2022_DRAFT.pdf
        - Ariving Passenger Sections_1-6-2022_DRAFT.pdf
        - Departing Passenger Sections_1-6-2022_DRAFT.pdf
        - Terminal _Passenger Flow Plan_1-6-2022_DRAFT.pdf
    - 00_MRY_Sheets 1-7_Box Terminal Figures_1-25-2022.pdf
    - 1-Box Terminal _Passenger Flow Plan_1-25-2022_DRAFT.pdf
    - 4-Departing Passenger Sections_1-25-2022_DRAFT.pdf
    - 5-Arriving Passenger Sections_1-25-2022_DRAFT.pdf
    - 6-Apron Area_Box Terminal _With Taxilane_1-25-2022_DRAFT.pdf
    - MRY_No_Taxilane.avi
    - MRY_TDG 3_Taxilane.avi

2023-01-16 Landside Civil:

- EPSG2228
    - Terminal Area.jpg
- Model Files
    - BRDR-1117-NO LEGEND.dwg
    - Q75003001-BMAP-2D.dwg
- No Taxilane
    - 2.png
    - logo-share.png
- PlotCfgs
    - AutoCAD PDF (General Documentation).pc3
    - DWG To PDF.pc3
- References
    - logo-share.png
    - MRY Landside Box Concept - Removed Taxilane_GMB Concept 3b.dwg
    - x584001bm-RDBT - Box Concept.dwg
- Textures
    - Concrete.Cast-In-Place.Flat.Grey.1.jpg
    - Sitework.Paving - Surfacing.Asphalt.1.jpg
    - Sitework.Planting.Grass.Short.jpg
    - Sitework.Planting.Grass.Thick.jpg
    - Sitework.Planting.Gravel.Crushed.jpg
    - Sitework.Planting.Gravel.Mixed.jpg
    - Sitework.Planting.Soil.jpg
    - Tree dl 002 mask.gif
    - Tree dl 002.jpg
- MRY Box Concept - No Taxilane - Concept 3b.dwg
- MRY Box Concept - No Taxilane - Concept 3b.txt