

DOT Agreement No. 140021
BOS Agreement No. _____

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2014, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Mead & Hunt, Inc., hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent CONSULTANTS to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONSULTANT for its engineering design services for taxiway rehabilitation at Little River Airport located in the Little River area of the County; and,

WHEREAS, CONSULTANT is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONSULTANT to provide the services described in Exhibit "A", and CONSULTANT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Federal Requirements

The term of this Agreement shall be from _____, 20____ through July 31, 2015.

The compensation payable to CONSULTANT hereunder shall be a lump sum amount not to exceed Ninety-two Thousand One Hundred Fifty Dollars (\$92,150) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO

DEPARTMENT FISCAL REVIEW:
Mendocino County Department of
Transportation (MCDOT)

HOWARD N. DASHIELL, Director DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 3060

Line Item: 86-2193

Grant: ☒ Yes ☐ No

Grant No.: AIP No. 3-06-0121-011-2014

COUNTY OF MENDOCINO

By: _____
JOHN PINCHES, Chair
BOARD OF SUPERVISORS

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of
Government Code Section 25103, delivery of this
document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

RISK MANAGER

By: _____
KRISTIN McMENOMEY, Director
General Services Agency

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: _____
CARMEL J. ANGELO, Chief Executive Officer

CONSULTANT/COMPANY NAME

By: _____
JON J. FAUCHER, Vice President

NAME AND ADDRESS OF CONSULTANT:

Mead & Hunt, Inc.

133 Aviation Blvd., Suite 100

Santa Rosa, CA 95403

By signing above, signatory warrants and
represents that he/she executed this
Agreement in his/her authorized capacity and
that by his/her signature on this Agreement,
he/she or the entity upon behalf of which
he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

DOUGLAS L. LOSAK, Acting County Counsel

By: _____
Deputy

FISCAL REVIEW:

By: _____
Deputy CEO/Fiscal

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONSULTANT:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is an Independent CONSULTANT. CONSULTANT is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent CONSULTANTs and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONSULTANT does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONSULTANT, withhold from payments to CONSULTANT hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** CONSULTANT shall indemnify and hold harmless the COUNTY, its officers and employees, from and against claims, liabilities and losses, including damages to property and injuries to, or death of, persons, reasonable attorney's fees, expert fees and court costs, occurring or resulting from, or alleged to be occurring or resulting from, and to the extent caused by and in proportion to, the CONSULTANT'S negligence, willful misconduct or errors or omissions under this AGREEMENT, and from claims, liabilities and losses occurring or resulting, or alleged to be occurring or resulting,

under this AGREEMENT, unless such claims, liabilities or losses arise out of the sole negligence or willful misconduct of COUNTY.

3. **INSURANCE AND BOND:** CONSULTANT shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONSULTANT shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONSULTANT's performance of this Agreement, CONSULTANT shall immediately notify Mendocino County Risk Manager's Office by telephone. CONSULTANT shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONSULTANT's sub-CONSULTANT, if any; (3) name and address of CONSULTANT's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONSULTANT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to CONSULTANT as provided in Exhibit "B" hereto as funding permits.
7. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONSULTANT.
8. **OWNERSHIP OF DOCUMENTS:** CONSULTANT hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the COUNTY and its

assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONSULTANT, the CONSULTANT's subCONSULTANTS or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONSULTANT's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONSULTANT shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONSULTANT and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by

overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Department of Transportation
340 Lake Mendocino Drive
Ukiah, CA 95482
Attn: Howard Dashiell

To CONSULTANT: MEAD & HUNT, INC.
133 Aviation Blvd. Suite 100
Santa Rosa, CA 95403
ATTN: Jon J. Faucher, Vice President

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONSULTANT shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONSULTANT certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, political affiliation or physical or mental condition, in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination.
 - a. CONSULTANT shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. CONSULTANT shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the COUNTY, CONSULTANT shall provide the COUNTY with access to copies of all of its records pertaining or relating to its

employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

- d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONSULTANT shall include the provisions set forth in paragraphs a through d (above) in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONSULTANT and CONSULTANT's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONSULTANT, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. **ENERGY CONSERVATION:** CONSULTANT agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.
16. **AUDITS; ACCESS TO RECORDS:** The CONSULTANT shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONSULTANT shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY,

and the CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONSULTANT with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONSULTANT shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONSULTANT's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONSULTANT shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONSULTANT under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its engineering design services for taxiway rehabilitation at Little River Airport shall not exceed \$92,150 as payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONSULTANT. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONSULTANT prior to CONSULTANT'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

23. ADVERTISING OR PUBLICITY: CONSULTANT shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
24. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.
25. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
26. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
27. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, COUNTY may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
28. SUBCONTRACTING/ASSIGNMENT: CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. CONSULTANT shall use subCONSULTANTS identified in Exhibit "A" and shall not substitute subCONSULTANTS without COUNTY's prior written approval.
 - c. CONSULTANT shall remain fully responsible for compliance by its subCONSULTANTS with all the terms of this Agreement, regardless of the terms of any agreement between CONSULTANT and its subCONSULTANTS.
29. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the

obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

30. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
31. PATENT AND COPYRIGHT INDEMNITY: CONSULTANT represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONSULTANT Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONSULTANT shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONSULTANT Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
 - a. COUNTY will: (1) notify CONSULTANT promptly of such claim, suit or assertion; (2) permit CONSULTANT to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONSULTANT to do so. CONSULTANT shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONSULTANT Products.
 - b. If CONSULTANT is obligated to defend COUNTY pursuant to this Section 29 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONSULTANT shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding.
 - c. In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for COUNTY the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT Products so that that they become non-infringing, but equivalent in functionality and performance.
 - d. Notwithstanding this Section 30, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONSULTANT Products infringe any patent, copyright, or other intellectual property right.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A
LITTLE RIVER AIRPORT, COUNTY OF MENDOCINO
LITTLE RIVER, CALIFORNIA

Rehabilitation of Taxiway, Taxiway Connectors, and South Apron
Engineering Design Scope of Services

AIP Project No. 3-06-0121-11-2014

September 24, 2014

OVERVIEW

The County of Mendocino (COUNTY) intends to perform improvements at Little River Airport (Airport). A recent Airport Pavement Management System (APMS) report documented that the parallel taxiway and three associated connector taxiways are in need of rehabilitation. The pavement exhibits high severity block cracking and medium severity alligator cracking. Weeds are growing in the cracks. The pavement does not drain correctly and shoulders do not exist. The safety of taxiing aircraft would be improved if the pavement were restored. The project will consist of rehabilitation of the taxiways and the adjacent south apron. This will involve reconstruction of the full width of the taxiways. Based on the observation of the pavement distresses, it is anticipated the rehabilitation will consist of pulverizing the existing base and asphalt concrete surface and recycling the material for use as a new base. Additional base material may need to be imported. Aggregate base shoulders will be constructed along the taxiways. Retro reflective markers will be installed adjacent to the taxiway edges.

As a part of this project, the parallel taxiway will be narrowed from 50 feet to 35 feet as illustrated on the current Airport Layout Plan. This will bring the taxiway into conformance with FAA standards for Airport Reference Code B-I. The taxiway connectors will be narrowed to 35 feet but the middle connector will retain its 50-foot width. This will enable the Airport to continue to accommodate the occasional large jet aircraft. These large jet aircraft will typically back-taxi along the runway to reach the transient apron.

Mead & Hunt, Inc. (CONSULTANT) will partner with LACO Associates (geotechnical investigation) and Vance Land Surveying (topographic survey) to provide professional engineering design services for the Taxiway, Taxiway Connectors, and South Apron Rehabilitation project identified in Attachment 1.

Funding for this project will be provided by the FAA Airport Improvement Program, with local matching funds provided by the COUNTY. The project work will be bid as one bid package with a base bid element for the complete project. The estimated project construction cost is One Million Dollars (\$1,000,000). The project will be designed in accordance with FAA Advisory Circulars, per versions current as of the date of this scope with the design complete for advertising in May of 2015.

TASK 1. Project Management

Project management is a set of interrelated actions and processes performed by the CONSULTANT to identify, assemble, and employ appropriate resources to accomplish the Scope of Services.

The CONSULTANT will use correspondence and administration to accomplish project management, which is expected to include: development of Scope of Services, fee estimate, schedule, and agreement; development of Scope of Services, fee estimate, schedule, and agreement for up to two (2)

subconsultants; assignment of appropriate staff and resources; monitoring of scope, budget, and schedule to determine status, action, and effort; invoicing and reporting (expected monthly).

COUNTY will be contacted regularly to address status, effort, progress, meetings, and issues. The point-of-contact for the COUNTY will be the Department of Transportation Deputy Director, Mr. Tom Peters. Conference calls among COUNTY, FAA San Francisco Airports District Office (SFO-ADO), and CONSULTANT are expected monthly.

TASK 2. Preliminary Design (30%)

2.1 Topographical Surveying

A. Coordination to collect existing data and locate utilities.

CONSULTANT will review as-builts and available survey information to gather information on existing topography and utility information. Documents to be reviewed are limited to that provided by COUNTY and those held by CONSULTANT from previous Airport projects. CONSULTANT will coordinate field utility locates with the Underground Service Alter (USA) and COUNTY. Private utilities will be located by the COUNTY. Coordination will be done with the survey sub-consultant to establish survey limits, survey schedule, and survey control information. Survey will be performed during regular business hours. The COUNTY will provide access and escort for field crews.

B. Survey control.

The CONSULTANT will establish survey control to be used for design. CONSULTANT will perform bench loop and traverse procedures to verify vertical and horizontal control points and tie runway end coordinates into the project survey control. Vertical datum will be NAVD 88 and horizontal datum will be NAD 83 (CONUS). Project coordinates will be modified state plane (ground). The ground coordinates scale factor will be derived from an average site elevation or local benchmark elevation. CONSULTANT will verify established airport control points, benchmarks, monuments, etc. A project datum statement will be provided for the project.

C. Field work.

Limits of survey work will be as required for the project improvements identified in Attachment 1. The survey field work and mapping will include the following:

- a. The area contained within the stated survey limits will be surveyed for topographical features required to create a representative surface of the existing surface. Survey shots will include, but are not limited to, pavement edges, pavement drops, change in pavement type, flow lines, drainage swales, fences, grade breaks, drainage structures, including inverts, pipe types, pipe sizes, outfall structures (including structures outside of survey limits that lead into and out of structures within the survey limits), signs, lights, electrical appurtenances, pavement markings, utility structures, building corners, etc.
- b. Existing utilities will be located and surveyed to determine location and alignments within the survey area.
- c. On pavements, survey will be shot on 50-foot sections. The section will be 50 feet beyond edges of pavement. Cross sections shall include taxiway centerline, edges of

pavement, 10 feet from edge of pavement, and 30 and 50 feet from edges of pavement.

- d. At pavement joint locations, pavement intersections will be shot on a 10-foot grid at least 25 feet into the existing pavement.
- e. Survey will include soil boring locations (if geotechnical work was performed prior to topographic survey).
- f. The survey data collected will be compared against the previous data collected and will be combined into a continuous point data file and drawing.
- g. Vertical tolerance for the survey work will be shot to the nearest 0.01 foot.

D. Convert survey data for design software.

CONSULTANT will analyze the survey data and prepare the data for use with computer modeling. Included are the following tasks:

- a. Establish design coordinate plan with COUNTY to be used for CAD drawings.
- b. Input raw survey data into the computer program to sort data into standard layers for efficient analyzing.
- c. Verify survey data from previous runway rehabilitation projects with latest field survey.
- d. Sort data points by layers and description for computer modeling.
- e. Verify horizontal and vertical control.
- f. Prepare digital terrain model (DTM) of existing ground contours, pavement edges, roadways, electrical equipment, drainage features, buildings, fences, and other miscellaneous entities.
- g. Generate three-dimensional (3D) contour model from the DTM.
- h. Prepare and process data for pavement profiles, grading and paving cross sections, and drainage features.

2.2 Geotechnical Investigation

A. Coordination to collect geotechnical data, schedule geotechnical work and utility locates.

CONSULTANT will review as-builts and available existing geotechnical information to gather information on existing soil conditions and past geotechnical and pavement test results. Documents to be reviewed are limited to that provided by COUNTY, the geotechnical subconsultant and those held by CONSULTANT from previous Airport projects. CONSULTANT will coordinate field utility locates with USA and COUNTY. Private utilities will be located by the COUNTY. Coordination will be done with the geotechnical subconsultant to schedule work and establish parameters.

B. Establish project testing requirements.

CONSULTANT will determine the type and frequency of geotechnical testing required for the project. The testing will consider such items as pavement type, design methodology, type of wheel loading, and weight of design aircraft (e.g. greater than or less than 60,000 lbs). CONSULTANT will use this information to perform the following tasks:

- a. Determine soil boring locations and frequency of testing.
- b. Develop a drawing showing location and coordinates of borings.
- c. Determine types of soils testing required.

C. Field work.

CONSULTANT will explore subsurface conditions in the project area by drilling borings. Fourteen (14) borings to a depth not less than five (5) feet below the ground surface, or at practical refusal, will be conducted. Borings will be used to determine soil properties, existing section data within the boring profile, and to identify and test the subgrade soils.

Soil samples will be collected in the borings using a vertical interval of 2 ½ feet. Borings will be backfilled with bentonite. Borings are located within bituminous pavement. Borings will be repaired with an asphalt or dry mix concrete patch to the equivalent thickness of the existing pavement.

Layout of boring locations will be performed by the CONSULTANT. Borings will be performed during regular COUNTY business hours. COUNTY to provide access and escort for field crews.

D. Laboratory testing.

CONSULTANT will conduct laboratory tests to identify and provide data on the physical characteristics of the underlying materials, including the existing pavement section. The laboratory testing will include visual and laboratory testing to identify USCS soil classifications, natural water content, and unit weight. Additional laboratory tests will be performed on representative bulk samples that provide an accurate representation of subgrade materials to be encountered in the project site. Additional testing will include:

Laboratory Test	Number of Tests
Particle Size Analysis (ASTM D422)	4
Atterberg Limits (ASTM D4318)	4
Standard Proctor (ASTM D698)	4
California Bearing Ratio (ASTM D1883)	4*

**One CBR test will include an aggregate base and asphalt concrete blend.*

E. Geotechnical report.

CONSULTANT will provide a report presenting geotechnical findings, boring logs, detailed locations, description of existing pavement cores, subsurface condition, and test results. The report will include frost depth, potential for encountering unsuitable materials, and recommendations to address earthwork construction, unsuitable materials, and excessive moisture.

F. Analyze data.

CONSULTANT will analyze the geotechnical report and existing geotechnical data received from COUNTY, consisting of the following tasks:

- a. Review geotechnical recommendations.

- b. Determine appropriate data for pavement design.
- c. Input data for computer modeling with topographical survey data.
- d. Prepare pavement data and soil information for incorporation on plan sheets.
- e. Evaluate existing pavement sections for potential recycling and reuse.

2.3 DBE Plan

The project is expected to use federal grant funds in excess of Two Hundred Fifty Thousand Dollars (\$250,000). The COUNTY will prepare a Disadvantaged Business Enterprise (DBE) Plan for the project.

2.4 Prepare Environmental Documents

It is expected that the improvements will require a Categorical Exclusion, to be prepared by the FAA. CONSULTANT will provide a project exhibit that defines the project disturbance area and grading limits for the FAA to use in preparation of the Categorical Exclusion. No additional field work or agency coordination is included in this Scope.

The exhibit will consist of one (1) drawing that illustrates the location of the project, grading limits and construction staging areas. The CONSULTANT will provide the FAA and COUNTY one (1) electronic copy of the exhibit for review.

2.5 Prepare Project Layout Plans and Alternatives

CONSULTANT will prepare a set of project layout plans and alternatives that will depict the proposed improvements including geometric layout, grading limits, drainage improvements, and utilities (see DELIVERABLES).

2.6 Prepare Pavement Design

CONSULTANT will provide a pavement design using information obtained in the Geotechnical Investigation and calculate the pavement sections required to support the design vehicle or aircraft fleet mix using FAA Advisory Circular 150/5320-6E, Airport Pavement Design and Evaluation. The analysis will be included in the Engineer's Design Report.

The following effort will be completed under this task:

- a. Gather information from COUNTY regarding current and forecasted aircraft fleet mix.
- b. Verify the pavement section based on accepted FAA pavement design programs. The applicable design program to be used is FAARFIELD.
- c. Evaluate interim and ultimate pavement strength (<60K; >60K).
- d. Evaluate effects of pavement profile on adjacent operational areas and future pavement rehabilitation.
- e. Calculate sub-excavation or undercutting subgrade for stabilization, if necessary.

- f. Prepare Life-Cycle Cost analysis.
- g. Prepare pavement design narrative to describe the design procedure, historic design, and justification for the FAA and COUNTY.
- h. Prepare FAA Pavement Design Form 5100.1 for each separate pavement section. One pavement section for the project is anticipated.

2.7 Prepare Preliminary Surface Drainage Analysis

CONSULTANT will prepare a preliminary surface drainage analysis in accordance with standard engineering practices, local requirements, and FAA Advisory Circular (AC) 150/5320-5D, *Airport Drainage Design*. The analysis will be reported in the Preliminary Design Report (PDR).

2.8 Prepare Preliminary Cost Estimate

- A. Calculate estimated preliminary quantities.
CONSULTANT will calculate necessary quantities for the work items. Quantities will be consistent with the Specifications and acceptable quantity calculation practices.
- B. Prepare preliminary cost estimate.

2.9 Prepare Preliminary Design Report

CONSULTANT will prepare a design report in accordance with the FAA-recommended outline. The report will contain alternative design concepts that were investigated and evaluated. The Standard FAA format for this report is as follows:

- a. Scope of Work
- b. Photographs
- c. Listing of Applicable AIP Standards
- d. Considerations for Airport Operational Safety
- e. Pavement Design
- f. Drainage Design
- g. Airfield Lighting and Signage
- h. NAVAIDS
- i. Pavement Marking
- j. Environmental Considerations
- k. Utility Lines in Work Area
- l. Miscellaneous Work Item
- m. Life-Cycle Cost Analysis
- n. Modifications to Standards (reference FAA Order 5300.1F)
- o. Delineation of AIP Non-participating Work

- p. DBE Participation
- q. Project Schedule
- r. Engineer's Estimate of Probable Cost
- s. Predesign Meeting Minutes

2.10 Prepare ALP Update

An ALP Update is not anticipated for this project and is not included in this Scope of Services.

2.11 Coordination

CONSULTANT will coordinate with the FAA, state, local agencies, and subconsultants via phone and email, with no travel. It is expected that there will be correspondence with the COUNTY biweekly and with FAA, state, local agencies, and subconsultants monthly.

2.12 Project Meetings

CONSULTANT will arrange and lead the meetings as described in the subtasks below. CONSULTANT will produce a set of project layout plans and handouts as needed for the purpose of conducting each meeting.

- A. Present project layout plans and alternatives and recommendations to COUNTY.
CONSULTANT will prepare and conduct one (1) meeting at the Airport or COUNTY office to present the findings of the preliminary engineering phase and alternatives and recommendations for the project.

TASK 3. Final Design (60%, 95%, and Final)

3.1 Prepare Preliminary Plans

CONSULTANT will prepare preliminary plans depicting operations and phasing, demolition, grading, drainage, taxiway, taxiway connector and apron layouts, airfield lighting, markings, electrical ducts, storm drain inlets, manholes and lines, within the project work area. The following list of drawings will be used as a guideline. Estimated number of sheets, if more than one, is shown in parenthesis. Additional drawings may be added during the design phase, if required.

General:

- G-001 Cover Sheet and Sheet Index
- G-002 General Notes, Symbols, Legend, and Abbreviations
- G-021 Project Layout and Survey Control Plan
- G-081 Construction Operations and Phasing Plan (2)
- G-082 Construction Operations and Phasing Notes

Civil:

General

- C-021 Erosion Control Plans (2)
- C-031 Erosion Control Notes and Details (1)
- C-051 Demolition Plans (3)
- C-081 Geometrics (2)

Site

- C-101 Grading and Drainage Plans (4)
- C-141 Intersection Grading Details (2)
- C-201 Plan & Profiles (6)
- C-301 Typical Sections
- C-311 Paving Details

Marking

- C-651 Marking Plans (4)
- C-671 Marking Details

3.2 Prepare Preliminary Specifications

CONSULTANT will assemble the Technical Specifications necessary for the intended work. FAA Specifications will be utilized when applicable. Additional Specifications will be prepared to address work items and materials that are not covered by the FAA Specifications.

A. Prepare preliminary Technical Specifications.

- a. Mobilization
- b. Airfield Safety and Traffic Control
- c. Demolition
- d. Recycled Aggregate Base
- e. Excavation and Embankment, *Item P-152*
- f. Temporary Air and Water Pollution, Soil Erosion, and Siltation Control, *Item P-156*; Aggregate Base Course (Caltrans); Plant Mix Bituminous Pavements (Caltrans)
- g. Bituminous Prime Coat, *Item P-602*
- h. Bituminous Tack Coat, *Item P-603*
- i. Runway and Taxiway Painting, *Item P-620*
- j. Pipe for Storm Drains and Culverts, *Item D-701*
- k. Pipe Underdrains for Airports, *Item D-705*
- l. Manholes, Inlets, Flared End Sections, Culverts and Cleanouts, *Item D-751*
- m. Seeding, *Item T-901*

B. Prepare preliminary contract documents.

CONSULTANT will prepare the preliminary contract documents including invitation for bids, instruction to bidders, proposal, equal employment opportunity clauses, construction contract agreement, performance bond, payment bond, State Requirements, Federal Requirements, Preliminary Bid Schedule, Wage Rates, and FAA General Provisions. Preparation will include establishing the location for the bid opening, dates for advertisement, and description of the work schedule. Preliminary contract documents will be prepared during the design phase and submitted to COUNTY for review by COUNTY. COUNTY to provide CONSULTANT with required provisions and contract clauses and will submit to FAA for review and approval prior to incorporation into the contract documents.

C. Prepare preliminary special provisions.

CONSULTANT will prepare Special Provisions to address and expand on conditions that require additional clarification. They will include but are not be limited to the following items:

- a. Description of Work
- b. Award of Contract
- c. Standard Specifications
- d. Haul Roads / Project Access
- e. Work Schedule / Sequencing of the Work
- f. Closure of AOA's
- g. Security Requirements
- h. Additional Quality Control and Acceptance Requirements
- i. Weekly Progress Meetings
- j. Underground Cables / Existing Utilities
- k. Lines and Grades
- l. Construction Water
- m. Guarantees / Insurance / Taxes / Permits
- n. Contracts / Subcontracts
- o. Hindrance or Delay
- p. Construction Safety and Phasing Plan (CSPP)
- q. Operation and Maintenance Manuals for Equipment
- r. Measurement and Payment
- s. Construction Superintendent
- t. Contractor Insurance Requirements
- u. Precedence of Specifications
- v. Disposal of Waste Materials
- w. Contract Time
- x. Temporary Facilities for Contractor

3.3 Prepare Final Surface Drainage Analysis and Final Storm Sewer Design

Using the findings from the preliminary drainage analysis completed in Task 2, CONSULTANT will prepare a final surface drainage design in accordance with standard engineering practices, local requirements, and FAA Advisory Circular (AC) 150/5320-5D, *Airport Drainage Design*. The analysis will be included in the EDR.

3.4 Erosion and Sediment Control Plan

CONSULTANT will develop an Erosion and Sediment Control Plan for the project in accordance with best management practices. The Plan will detail types of erosion control measures recommended for the site. This information will include (but be not limited to) the following.

- a. Project Location
- b. Size of Disturbance of Project
- c. Amount of Impervious Surface
- d. Hydrologic Classification of Site
- e. Receiving Waters
- f. Site Drainage Overview
- g. Erosion and Sediment Control Measures

The Contractor awarded the bid will be responsible for preparation of Stormwater Pollution Prevention Plan (SWPPP).

3.5 Compile Permits

All permits shall be prepared by the COUNTY.

3.6 Prepare Certification of Engineering and Modification of Standards

CONSULTANT will complete Consultant Certification verifying the Plans and Specifications were developed in accordance with federal guidelines. The Certification will be submitted to COUNTY for signature and forwarded to the FAA.

It is expected that up to one (1) Modification of Standards will be needed. CONSULTANT will prepare the Modification of Standards which identifies the modifications being requested. Supporting documentation and exhibits, if necessary, will be provided to the FAA for approval.

3.7 Prepare Construction Safety and Phasing Plan (CSPP)

CONSULTANT will prepare a CSPP that meets the requirements of AC 150/5370-2F, *Operational Safety on Airports During Construction*.

3.8 Part 77 Notification

CONSULTANT will prepare FAA Form 7460-1 as established in the Federal Aviation Administration Standard Operating Procedure (SOP) 1.00 Guidelines. This effort will include identifying points-of-interest including work site area, equipment parking, staging area, stockpile locations, haul routes, NAVAIDs, and providing a site sketch identifying the points-of-interest in latitude/longitude coordinates. CONSULTANT will prepare and submit to the FAA.

3.9 Prepare Cost Estimate at 60% Complete

A. Calculate estimated quantities.

CONSULTANT will calculate necessary quantities for the work items. Quantities will be consistent with the Specifications and Standard Quantity Calculation Practices.

B. Prepare cost estimate.

3.10 Conduct Plan Review at 60% Complete

CONSULTANT will provide COUNTY with 60% documents (see DELIVERABLES) to review. Following review, CONSULTANT will setup a conference call to discuss comments.

3.11 Update Plans to 95%

3.12 Update Specifications to 95%

3.13 Conduct Plan Review at 95% Complete

CONSULTANT will provide COUNTY with 95% documents (see DELIVERABLES) to review. Following review, CONSULTANT will attend one (1) meeting at the COUNTY office, with two (2) staff members, to discuss comments. Following, CONSULTANT will provide FAA with 95% documents (see DELIVERABLES) to review.

3.14 Prepare and Submit Final Plans and Specifications

CONSULTANT will prepare the final set of Plans and Specifications which incorporates revisions, modifications, and comments from review of the 95% submittal (see DELIVERABLES).

3.15 Prepare and Submit Final Estimated Cost Estimate

A. Calculate estimated final quantities.

B. Prepare final cost estimate.

Using the final quantities calculated following the completion of the Plans and Specifications, CONSULTANT will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers, and other databases available.

3.16 Prepare and Submit Engineer's Design Report (EDR)

CONSULTANT will update the Preliminary Design Report (PDR) to reflect the Final Plans and Specifications to create the EDR. The EDR (see DELIVERABLES) will be submitted to COUNTY for submittal to FAA.

3.17 Construction Management Plan (for paving projects over \$250,000)

Construction Management Plan to be included with Construction Administration services.

3.18 Prepare Advertisement for Bids

Required advertisement dates and bidding dates will be established by COUNTY. CONSULTANT will submit an electronic copy of the Advertisement for Bids to COUNTY for distribution to the local and selected publications of the project. COUNTY will pay for the cost of advertising.

3.19 Coordination

CONSULTANT will coordinate with the FAA, state, local agencies, and subconsultants via phone and email, with no travel. It is expected that there will be correspondence with the COUNTY weekly and with FAA, state, local agencies, and subconsultants monthly.

TASK 4. Bid Administration

4.1 Furnish Bid Documents

CONSULTANT shall prepare, reproduce, and distribute bidding documents to interested contractors and suppliers. The CONSULTANT shall keep a current list of plan holders and distribute this to interested parties upon request. This task also includes coordination required to facilitate these requests.

4.2 Respond to Bidders Questions

During the bidding process, CONSULTANT will be available to clarify bidding issues with contractors and suppliers, and for consultation with the entities associated with the project. This item includes contacting potential bidders to generate interest in the project.

4.3 Prepare Addendums

CONSULTANT shall issue addenda, as appropriate, to interpret, clarify, or change the bidding documents as required by the COUNTY or the FAA. Addenda will be made available to the plan holders either through mail, electronic mail, hand delivering, or via facsimile transmission. Any addenda that are generated as a sole result of the COUNTY's error or omission will be considered as extra services and the CONSULTANT shall be reimbursed for this effort as an amendment to this Contract.

4.4 Pre-Bid Conference

CONSULTANT will arrange one (1) pre-bid conference. The Project Manager will attend and conduct the pre-bid conference with potential contractors and COUNTY to review the project and

answer questions. The meeting will be conducted at the Airport and will include a site inspection. Meeting summary will be prepared by the CONSULTANT and distributed to the COUNTY.

4.5 Bid Opening

COUNTY will conduct the bid opening and provide necessary bidding results to the CONSULTANT for bid review, bid tabulation, and preparation of recommendation for award. CONSULTANT will not be required to attend the bid opening.

4.6 Bid Review and Bid Tabulation

CONSULTANT will prepare a spreadsheet that includes bid items for the purpose of evaluating the lowest bidder. CONSULTANT will input the as-bid unit prices into the spreadsheet and verify mathematical computations of the bids. CONSULTANT will provide recommendations to COUNTY as to the name of the apparent low bidder. CONSULTANT will prepare a cost analysis in accordance with FAA Program Guidance Letter 12-03 in the event the low bid is not within +/- 10% of the COUNTY's estimate.

4.7 Prepare Recommendation for Award

CONSULTANT will prepare a recommendation of award for COUNTY to accept or reject the bids as submitted. If rejection is recommended, CONSULTANT will supply an explanation for the recommendation and possible alternative actions COUNTY can pursue to complete the project. Once the Contract Award is made, CONSULTANT will distribute the bid tabulations upon request of the COUNTY.

4.8 Prepare Grant Application

The COUNTY will update the grant application to reflect the project costs and submit to the FAA.

DELIVERABLES

The following lists the deliverables for the Project. Hard copies will be delivered by mail. PDF copies will be delivered electronically.

Preliminary Design (30%)

1. Four (4) sets – 11" x 17" Project layout Plans and cost estimate.
2. Electronic files in PDF format – cost estimate.

Final Design (60%)

1. Four (4) sets – 11" x 17" Plans, Specifications, cost estimate and preliminary EDR.
2. Electronic files in PDF format – Plans, Specifications, and cost estimate.

Final Design (95%)

1. Four (4) sets – 11" x 17" Plans, Specifications, cost estimate, draft EDR, and Form 7460.
2. Electronic files in PDF format – Plans, Specifications, and cost estimate.

Final Design (Construction Bid Documents)

1. Four (4) sets – 11" x 17" signed bid documents (Plans and Specifications).
2. Four (4) sets – Final EDR and construction cost estimate.
3. Electronic files in PDF format – signed bid documents (Plans and Specifications), final EDR, and cost estimate.

Bid Period

1. Bid distribution (up to twenty (20) bid packages).
2. Electronic files in PDF format – Pre-bid conference minutes, Recommendation of Award, and Grant Application Packet.

SCHEDULE OF COMPLETION

The project shall be completed as follows:

SCHEDULE	
Project Start-up	Within fifteen (15) working days of Notice to Proceed (NTP)
Preliminary Submittal	Within fifty (50) working days of NTP
60% Submittal	Within thirty (30) working days of receipt of COUNTY's preliminary submittal comments
95% Submittal	Within forty-five (45) working days of receipt of COUNTY's preliminary submittal comments
Final Submittal (Bid Documents)	Within fifteen (15) working days of receipt of COUNTY's 95% review comments

Note: Categorical Exclusion previously prepared and submitted.

COMPENSATION FOR SERVICES

The CONSULTANT shall be compensated for the services described under "Scope of Services" as follows:

- A. For the services outlined in the Scope of Services, Tasks 1 through 4, the COUNTY shall pay the CONSULTANT a lump sum of Ninety-two Thousand One Hundred Fifty Dollars (\$92,150), which includes all labor, materials, equipment, printing, outside services, traveling costs, and incidentals as necessary to complete the work. A breakdown of the costs is included in Exhibit B.
- B. For any Additional Engineering Services, the Consultant shall be compensated according to Mead & Hunt, Inc.'s Standard Billing Rate Schedule (2014) included in Exhibit B. The budget for these services shall be established and approved by the COUNTY prior to the start of work. All additional services shall be authorized in writing by the COUNTY.

EXHIBIT B

PAYMENT TERMS

1. COUNTY shall pay CONSULTANT for all work required in the satisfactory completion of this Agreement in accordance with Consulting Services Cost Estimate outlined in item 6 below.
2. CONSULTANT's statement of charges shall be submitted to the COUNTY on a monthly basis.
3. Partial payments shall be made to the CONSULTANT by the COUNTY on a monthly basis, in proportion to the work completed based upon progress reports, to the total service to be performed.
4. Payments for work completed by CONSULTANT will be made by COUNTY within 30 days of receipt of CONSULTANT's invoice.
5. CONSULTANT agrees that the cost principles and procedures of Title 48, Part 31, Code of Federal Regulations shall be used to determine the allowability of individual items of cost.
6. The CONSULTANT shall be compensated a lump sum amount of Ninety-two Thousand One Hundred Fifty Dollars (\$92,150) for the work as outlined under EXHIBIT A - Scope of Services. The Engineering Services Cost Estimate breakdown is included herein.
7. Payment for satisfactory performance includes, without limitation, salary, fringe benefits, overhead, and profit. In no event shall the amount paid to the CONSULTANT exceed the amounts specified in Exhibit "A" without prior written approval of the COUNTY.
8. Additional Services as requested and authorized by the COUNTY shall be compensated on a time-and-expense basis in accordance with the Mead & Hunt, Inc. Western Standard Billing Rate Schedule (2014), included in Exhibit B, following the Engineering Services Cost Estimate. The CONSULTANT and COUNTY shall establish a negotiated fee prior to the start of work for any Additional Services and this fee shall not be exceeded without written authorization from the COUNTY.

Little River Airport, Mendocino County
Rehabilitation of Taxiway and Taxiway Connectors
Design Engineering Cost Estimate

General Administration, Meetings & Coordination

Senior Associate	4	Hours	@	\$	255.00	\$ 1,020.00
Senior Project Engineer	30	Hours	@	\$	210.00	\$ 6,300.00
Accounting	8	Hours	@	\$	92.00	\$ 736.00
Clerical	6	Hours	@	\$	75.00	\$ 450.00
Expenses-2 Trips	2	LS	@	\$	200.00	\$ 400.00
Expenses-Reproduction	1	LS	@	\$	650.00	\$ 475.00
Categorical Exclusion	1	LS	@	\$	5,000.00	\$ 5,000.00
Subtotal						\$ 14,381.00

Preliminary Engineering

Senior Project Engineer	32	Hours	@	\$	210.00	\$ 6,720.00
Engineer II	36	Hours	@	\$	129.00	\$ 4,644.00
Senior Technician	46	Hours	@	\$	155.00	\$ 7,130.00
Geotechnical Investigation	1	LS	@	\$	12,770.00	\$ 12,770.00
Topographic Survey	1	LS	@	\$	5,300.00	\$ 5,300.00
Clerical	4	Each	@	\$	75.00	\$ 300.00
Subtotal						\$ 36,864.00

EDR and CSPP

Senior Project Engineer	24	Hours	@	\$	210.00	\$ 5,040.00
Engineer II	30	Hours	@	\$	129.00	\$ 3,870.00
Clerical	6	Each	@	\$	75.00	\$ 450.00
Subtotal						\$ 9,360.00

90% Plans and Specifications

Senior Project Engineer	30	Hours	@	\$	210.00	\$ 6,300.00
Engineer II	16	Hours	@	\$	129.00	\$ 2,064.00
Senior Technician	24	Hours	@	\$	155.00	\$ 3,720.00
Clerical	16	Hours	@	\$	75.00	\$ 1,200.00
Subtotal						\$ 13,284.00

Final Plans and Specifications

Senior Project Engineer	20	Hours	@	\$	210.00	\$ 4,200.00
Engineer II	24	Hours	@	\$	129.00	\$ 3,096.00
Senior Technician	8	Hours	@	\$	155.00	\$ 1,240.00
Clerical	6	Hours	@	\$	75.00	\$ 450.00
Subtotal						\$ 8,986.00

Bid Administration & Prebid Meeting

Senior Project Engineer	20	Hours	@	\$	210.00	\$ 4,200.00
Engineer II	8	Hours	@	\$	129.00	\$ 1,032.00
Clerical	30	Hours	@	\$	75.00	\$ 2,250.00
Expenses-1 Trip	2	LS	@	\$	200.00	\$ 400.00
Expenses-Reproduction	1	LS	@	\$	1,393.00	\$ 1,393.00
Subtotal						\$ 9,275.00

TOTAL BASIC ENGINEERING**\$ 92,150.00**

MEAD & HUNT, Inc.
Western Standard Billing Rate Schedule
Effective January 1, 2014

Standard Billing Rates

Clerical	\$77.00 / hour
Interior Designer, Technical Editor	\$103.00 / hour
Senior Editor	\$152.00 / hour
Registered Land Surveyor	\$117.00 / hour
Accounting, Administrative Assistant.....	\$95.00 / hour
Technician I, Technical Writer	\$88.00 / hour
Technician II, Surveyor - Instrument Person	\$103.00 / hour
Technician III	\$111.00 / hour
Technician IV	\$134.00 / hour
Senior Technician	\$160.00 / hour
Engineer I, Scientist I, Architect I, Planner I	\$121.00 / hour
Engineer II, Scientist II, Architect II, Planner II.....	\$133.00 / hour
Engineer III	\$144.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist	\$164.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner	\$177.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner	\$216.00 / hour
Senior Associate	\$263.00 / hour
Principal	\$273.00 / hour
Senior Client/Project Manager	\$273.00 / hour

Expenses

Geographic Information or GPS Systems	\$32.00 / hour
Total Station Survey Equipment	\$16.00 / hour
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage.....	\$0.90 / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2014, and will remain in effect until December 31, 2014, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONSULTANT agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONSULTANT.

CONSULTANT affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self insurance in accordance with the provisions of the Code and CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT shall require all subCONSULTANTS similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONSULTANT'S and subCONSULTANTS' employees.

CONSULTANT shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

FEDERAL REQUIREMENTS

REQUIRED FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES (A/E) CONTRACTS

The following provisions, if applicable, are hereby included in and made part of the attached Contract between County of Mendocino and Mead & Hunt, Inc. (Consultant).

It is understood by the County and the Consultant that the FAA is not a part of this Agreement and will not be responsible for Project costs except as should be agreed upon by County and the FAA under a Grant Agreement for the Project.

1. ACCESS TO RECORDS AND REPORTS. (Reference: 2 CFR § 200.326, 2 CFR § 200.333))

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

2. BREACH OF CONTRACT TERMS. (Reference 49 CFR part 18.36(i)(1))

Any violation or breach of terms of this contract on the part of the Consultant or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. BUY AMERICAN PREFERENCE. (Reference: 49 USC § 50101)

The Consultant agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

BUY AMERICAN CERTIFICATION

The Consultant agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United

States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility
(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

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

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

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

Date	Signature
Company Name	Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products (Non-building construction projects, equipment acquisition projects)

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

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

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

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

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

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

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

Date

Signature

Company Name

Title

4. CIVIL RIGHTS PROVISIONS– GENERAL. (Reference: 49 USC § 47123)

The Consultant agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS – TITLE VI ASSURANCES

Title VI Clauses for Compliance with Nondiscrimination Requirements

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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

- 1). **Compliance with Regulations:** The Consultants will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2). **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3). **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant’s obligations

under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

- 4). **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the County or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5). **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6). **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs 7.1 through 7.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the County to enter into any litigation to protect the interests of the County. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by County of Mendocino pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, County of Mendocino will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, County of Mendocino will there upon revert to and vest in and become the absolute property of County of Mendocino and its assigns.*

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

Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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

- 1). Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 2). 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 3). The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 4). Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 5). The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6). Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7). The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 8). Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems,

places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- 9). The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10). Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11). Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 12). Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

6. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

7. CLEAN AIR AND WATER POLLUTION CONTROL.

(Reference: 49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II(G))

Consultant and subcontractors agree:

- 1). That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

- 2). To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- 3). That, as a condition for the award of this contract, the Consultant or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- 4). To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS.

(Reference: 2 CFR § 200 Appendix II (E))

1). Overtime Requirements.

The Consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

In the event of any violation of the clause set forth in paragraph (1) above, the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3). Withholding for Unpaid Wages and Liquidated Damages.

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

4). Subcontractors.

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

9. DISADVANTAGED BUSINESS ENTERPRISES

- 1). **Contract Assurance** (§26.13) - The Consultant and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 2). **Prompt Payment** (§26.29) - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty days from the receipt of each payment the Consultant receives from County. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (Reference: 29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

(Reference: 49 CFR part 20, Appendix A)

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

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (Reference 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (Reference 49 CFR part 18.36(i)(8))

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the County of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (Reference: 49 CFR § 18.36(i)(2))

- a. The County may, by written notice, terminate this contract in whole or in part at any time, either for the County's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the County.
- b. If the termination is for the convenience of the County, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the Consultant's obligations, the County may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant is be liable to the County for any additional cost occasioned to the County thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination will be deemed to have been effected for the

convenience of the County. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

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

15. TRADE RESTRICTION (Reference: 49 CFR part 30)

The Consultant or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the County cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the County if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

16. TEXTING WHEN DRIVING (References: Executive Order 13513, and DOT Order 3902.10)

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

The Consultant must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Consultant must include these policies in each third party subcontract involved on this project.

17. VETERAN'S PREFERENCE (Reference: 49 USC § 47112(c))

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

[END OF FEDERAL REQUIREMENTS]