

**CONSULTING SERVICES CONTRACT**  
**AEA No. 20-08**  
**Camarillo Airport – MASTER PLAN UPDATE**

**COPY**

This is a Contract, made and entered into this September 24, 2020, by and between the County of Ventura, hereinafter referred to as COUNTY, and Coffman Associates, Inc., 4835 E. Cactus Road, Suite 235, Scottsdale, AZ 85254, hereinafter referred to as CONSULTANT.

This Contract shall be administered for the COUNTY by the COUNTY's Department of Airports. Claims, disputes, or complaints to the COUNTY under this contract must be addressed to the Projects Coordinator located at 555 Airport Way, Suite B, Ventura, CA 93010 by certified mail return receipt requested. This Contract constitutes the entire agreement between the parties regarding its subject matter and supersedes all previous and contemporaneous agreements, understandings and negotiations regarding the subject matter of this Contract. No modification, waiver, amendment or discharge of this Contract is valid unless the same is in writing and signed by duly authorized representatives of both parties.

The parties hereto agree as follows:

1. COUNTY hereby retains CONSULTANT to perform services as provided in the "Scope of Work and Services", attached hereto as "Exhibit A", and the "County of Ventura, Public Works Agency, Consultant's Guide to Ventura County Procedures" as amended, which is on file with the County of Ventura, Public Works Agency, and which by reference is made a part hereof. This Contract shall take precedence over the Guide in case of conflicting provisions, otherwise they shall be interpreted together.
2. All work under this Contract, and any portion thereof separately identified, shall be completed within the time provided in the "Time Schedule", attached hereto as "Exhibit B". COUNTY shall issue a suspension of the contract time whenever CONSULTANT is delayed by action or inaction of COUNTY and CONSULTANT promptly notifies COUNTY of such delays.
3. Payment shall be made monthly, within 30 days from when the COUNTY receives an invoice along with a COUNTY claim form, or 10 days from when the Auditor-Controller's office receives the invoice and COUNTY claim form, in accordance with the "Fees and Payment", attached hereto as "Exhibit C".
4. COUNTY, Federal Aviation Administration (FAA), Comptroller General of the United States or any duly authorized representative shall have the right to review the work being performed by CONSULTANT under this Contract at any time during COUNTY's usual working hours. A review of the work in progress shall not relieve the CONSULTANT of responsibility for the accuracy and completeness of the work performed under this Contract.

5. COUNTY or any duly authorized representative shall have the right to review the work being performed by CONSULTANT under this Contract at any time during COUNTY's usual working hours. A review of the work in progress shall not relieve the CONSULTANT of responsibility for the accuracy and completeness of the work performed under this Contract.

6. This Contract is for the professional services of CONSULTANT and is non-assignable by CONSULTANT without prior consent by COUNTY in writing except that CONSULTANT may assign money due or which will accrue to CONSULTANT under this Contract. If given written notice, COUNTY will recognize such assignment to the extent permitted by law, but any assignment of money shall be subject to all proper setoffs and withholdings in favor of the COUNTY and to all deductions provided for in this Contract. All money withheld, whether assigned or not, shall be subject to being used by COUNTY for completion of the work, should the Contract be in default. Such professional services shall be actually performed by, or shall be immediately supervised by a Vice President of CONSULTANT.

In performing these professional services, CONSULTANT is an independent contractor and is not acting as an agent or employee of COUNTY.

7. COUNTY retains the right to terminate this Contract for any reason prior to completion by notifying CONSULTANT in writing, and by paying charges accumulated prior to such termination. Such charges shall be limited to the maximum fee specified in "Exhibit C" for completion of any separately identified phase of the work which, at the time of termination, has been started by request of COUNTY.

8. On completion or termination of Contract, COUNTY shall be entitled to immediate possession of, and CONSULTANT shall furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by CONSULTANT for this particular project prior to any termination. No documents prepared pursuant to this Contract or any modifications thereof shall be copyrighted by CONSULTANT or by COUNTY. CONSULTANT may retain copies of said original documents for CONSULTANT's files.

9. CONSULTANT is authorized to place the following statement on the drawings or specifications prepared pursuant to this Contract:

"This drawing (or These specifications), including the designs incorporated herein, is (are) an instrument of professional service prepared for use in connection with the project identified hereon under the conditions existing on date. Any use, in whole or in part, for any other project without written authorization of Coffman Associates, Inc., shall be at user's sole risk."

10. CONSULTANT owes COUNTY an undivided duty of loyalty in performing the services under this contract. During the term of this agreement CONSULTANT shall not employ or compensate personnel currently employed by COUNTY.

CONSULTANT shall promptly inform COUNTY of any contract, arrangement, or interest that CONSULTANT may enter into or have (other than this Contract) related to the

**AEA No. 20-08  
CONTRACT**

COUNTY's subject project. This includes contracts and arrangements with manufacturers, suppliers, contractors or other third parties which possess or seek to obtain a financial interest related to the COUNTY's subject project.. In performing services under this Contract, CONSULTANT acknowledges that it may be subject to laws addressing financial conflicts of interest such as the Political Reform Act ("Act"), Government Code section 81000 et seq.

CONSULTANT shall comply with financial disclosure requirements under the Act as directed by COUNTY, and shall not engage in activities that may constitute a conflict of interest under applicable law.

11. This Contract may be funded in part by a Federal Aviation Administration (FAA), Airport Improvement Program (AIP) grant. Personnel performing services in the field during construction are required in accordance with Section 1770 et. seq. of the California Labor Code and the Code of Federal Regulations (Davis-Bacon Act) to be paid the higher of determinations of the general prevailing wages for various classes of workers in Ventura County as made by the California Director of Industrial Relations or the U.S. Secretary of Labor.

12. CONSULTANT shall defend, indemnify and hold harmless COUNTY, including the COUNTY's boards, agencies, departments, officers, employees and agents (collectively "Indemnitee"), against any and all claims, lawsuits, judgments, debts, demands or liabilities that arise out of, pertain to, or relate to the CONSULTANT's negligence, recklessness or willful misconduct in the performance of this Contract.

13. Insurance Requirements

a. Without limiting CONSULTANT's duty to indemnify and defend COUNTY as required herein, CONSULTANT shall, at CONSULTANT'S sole cost and expense and throughout the term of this Contract and any extensions thereof, carry one or more insurance policies that provide the following minimum coverage:

- 1) Commercial General Liability insurance shall provide a minimum of \$1,000,000 coverage for each occurrence and \$2,000,000 aggregate coverage.
- 2) Automobile Liability insurance shall provide a minimum of either a combined single limit of \$300,000 for each accident or all of the following: \$100,000 bodily injury per person, \$300,000 bodily injury per accident and \$50,000 property damage
- 3) Worker's Compensation insurance in full compliance with California law for all employees of CONSULTANT in the minimum amount of \$500,000.
- 4) Professional Liability (Errors and Omissions) insurance shall provide a minimum of \$1,000,000 coverage for each occurrence or \$2,000,000 in annual aggregate coverage.

b. CONSULTANT shall notify COUNTY immediately if the CONSULTANT'S general aggregate of insurance is exceeded by valid litigated claims and purchase additional levels of insurance to maintain the above stated requirements. Each type of insurance mentioned herein shall be written by a financially responsible company or companies authorized to do business in the State of California. CONSULTANT agrees to provide



COUNTY with copies of certificates of all policies written and each shall contain an endorsement that they are not subject to cancellation without 30 days prior written notice being given to COUNTY by the insurance company or companies writing such insurance. CONSULTANT agrees to name County of Ventura and its officials employees and agents as additional insured ("Additional Insureds") on CONSULTANT'S general and automobile liability insurance policies.

All required insurance shall be primary coverage as respects the Additional Insureds, and any insurance or self-insurance maintained by the Additional Insureds shall be in excess of CONSULTANT's insurance coverage and shall not contribute to it. CONSULTANT agrees to waive all rights of subrogation against the Additional Insureds for losses arising directly or indirectly from the activities or work performed by CONSULTANT hereunder.

c. Notwithstanding subparagraph 13.a., if the Professional Liability coverage is "claims made", CONSULTANT must, for a period of five (5) years after the date when Contract is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage). COUNTY may withhold final payments due until satisfactory evidence of the tail coverage is provided by CONSULTANT to COUNTY,

14. CONSULTANT shall sign and comply with the statement as set forth in "Exhibit D" hereto. Where the word Contractor is used in "Exhibit D" it shall mean "CONSULTANT".

15. Disputes arising under or related to the performance of the Contract shall be resolved by arbitration unless the COUNTY and the CONSULTANT agree in writing, after the dispute has arisen, to waive arbitration and to have the claim or dispute litigated in a court of competent jurisdiction. Arbitration shall be pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2 of the Public Contract Code and implementing regulations at Chapter 4 (commencing with Section 1300) of Division 2 of Title 1 of the California Code of Regulations.

The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence and, in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of section 1300 et seq. of Title 1 of the California Code of Regulations.

Where an election is made by either party to use the Simplified Claims Procedure provided under Sections 1340 – 1346 of Title 1 of the California Code of Regulations, the parties may mutually agree to waive representation by Counsel.

Prior to filing a Complaint in Arbitration, the CONSULTANT shall exhaust his administrative remedies by attempting to resolve his dispute with COUNTY's staff in the following sequence:




Project Coordinator  
Director of Airports (Director)


CONSULTANT shall initiate the administrative review process no later than thirty (30) days after the dispute has arisen by submitting a written statement describing the dispute and request for relief, along with supporting argument and evidence, to the Project Coordinator. CONSULTANT may appeal the Project Coordinator's decision in writing to the Director not later than seven (7) days after receipt of the Project Coordinator's decision. The Project Coordinator's and Director's decision shall be in writing. The Director's decision shall be the final decision.

CONSULTANT: COFFMAN ASSOCIATES, INC. Taxpayer No.: 43-1201450

Dated: 09/17/2020

  
\_\_\_\_\_  
Matt Quick, Principal  
Print Name and Title

Dated: 09/17/2020

  
\_\_\_\_\_  
Judi Krauss, Associate  
Print Name and Title

COUNTY: County of Ventura

Dated: 9/24/20

  
\_\_\_\_\_  
Kip Turner, Director of Airports

## **EXHIBIT A**

### **Planning Scope of Services Airport Master Plan Update For Camarillo Airport**

#### **GENERAL PROJECT DESCRIPTION**

The Camarillo Airport Master Plan Update Scope of Services is being prepared pursuant to initiation of the Master Plan Update (study), to establish the goals of the project and framework from which all parties to the project may participate. The objective of the Master Plan Update is to provide the County of Ventura (Sponsor) with proper guidance for future Airport(s) development which will satisfy aviation demands within the County and the greater regional area and be wholly compatible with the environment and the communities which surround and support the Airport.

Additionally, this Master Plan Update study will evaluate Camarillo Airport in relationship to the system of airports serving Ventura County (Camarillo Airport and Oxnard Airport), and considerations will be given to both its existing role as well as the role of Oxnard Airport. Regional perspective will be provided when evaluating the airports in order to identify how aviation demand can best be met throughout the region served by Ventura County Airports.

Coordination between the Sponsor, Regional, State, and Federal agencies, County leadership, the communities, tenants, and users of the Airport, the advisory groups that play an instrumental role in the overall guidance of the Airport, and the Consultant will be essential to bringing together all facts and data relevant to the project and to developing a mutual agreement regarding future development of the airport. A Planning Advisory Committee will be established for the study and the public at-large will be directly engaged at key points during the study process.

The goal of this Master Plan Update is to provide the framework needed to guide future airport development that will cost-effectively satisfy aviation demand, while considering potential environmental and socioeconomic impacts. The Master Plan will meet the following general objectives.

- Determine and plan for future growth opportunities and development at the Camarillo Airport in all segments of aviation to include: light general aviation, corporate, business, training, and commercial aviation forecasts and needs.
- Document the issues that the proposed development will address.
- Justify the proposed development through the technical, economic, and environmental investigation of concepts and alternatives.

- Provide an effective graphic presentation of the development of the airport and anticipated land uses in the vicinity of the airport.
- Establish a realistic schedule for the implementation of the development proposed in the plan, particularly the short-term capital improvement program.
- Provide sufficient project definition and detail for subsequent environmental evaluations that may be required before a project is approved.
- Present a plan that adequately addresses the issues and satisfies local, State, and Federal regulations.
- Document policies and future aeronautical demand to support municipal or local deliberations on spending, debt, land use controls, and other policies necessary to preserve the integrity of the airport and its surroundings.
- Set the stage and establish the framework for a continuing planning process. Such a process should monitor key conditions and permit changes in plan recommendations as required.

Other specific objectives to be addressed in this Scope of Services include:

- To research and evaluate socioeconomic factors likely to affect the air transportation demand (general aviation and commercial passenger service) in the region.
- To review and discuss potential opportunities, economic benefits, and concerns for Ventura County in relation to the exploration of having commercial passenger service potentially return to Ventura County Airports
- To discuss alternatives, opportunities, and concerns associated with each Ventura County Airport if it is determined that commercial passenger service should be offered by Ventura County Airports.
- To determine the projected facility needs of airport users through the year 2040, by which to support airport development alternatives.
- To recommend improvements that will enhance the airport's safety capabilities to the maximum extent possible.
- To recommend improvements that will enhance airport capacity to the maximum extent.
- To produce current and accurate airport base maps and Airport Layout Plan (ALP) drawings.



- To establish a schedule of development priorities and a program for the improvements proposed in the Master Plan.
- To prioritize the airport capital improvement program and develop a detailed financial plan.
- To develop a robust and productive public involvement throughout the planning process.
- To conduct an aeronautical survey that is compliant with Federal Aviation Administration Airport (FAA) Geographic Information System (AGIS) standards and includes airspace and obstruction information submitted to and approved by the FAA.

This Master Plan Update, once completed, reviewed, and adopted by both the FAA and the Ventura County Board of Supervisors, will provide recommendations from which the Sponsor may then take action to improve the airport and all associated services important to public needs, convenience, and economic growth. The Master Plan Update study will benefit all residents of the regional area by providing a comprehensive plan which supports and balances continued growth of aviation activities and the environmental preservation of the surrounding communities.

It is important to note that Camarillo Airport is currently conducting an Airfield Geometry and Drainage Study. Certain elements associated with this study will be used for further input into the Master Plan Update.

## **BASIC SERVICES**

### **ELEMENT 1 – INITIATION**

This study element defines the steps taken to initialize the Master Plan Update. This includes tasks associated with the preparation of a detailed scope of services and cost proposal, coordination with key stakeholders associated with the Ventura County airport system, and development of study material to aid in the study process. An introduction to the Master Plan Update is essential in order to successfully define the goals and objectives and identify key issues that should be analyzed during the study process.

#### **Task 1.1 – Prepare Scope of Services and Budget**

**Description:** Detailed descriptions of each item of work required for completion of the Master Plan Update for Camarillo Airport will be prepared. Guidelines provided by the Sponsor and those drawn from the Federal Aviation Administration (FAA) will be integrated into the scope of services. Initial and final draft copies of the work program will be prepared and delivered to the Sponsor for comments. The final product of this task will be the scope of services which will be attached and made a part of the project contract documents. Each item of work outlined under this Task will be evaluated to estimate the number of person-days necessary to accomplish the work efforts and the cost per person-day based on the billing classifications of the planning professionals assigned. Expenses for travel, subsistence,

materials, computer time, reproduction and printing, and miscellaneous study-related costs will also be estimated. When estimated person-days have been established, they will provide input to the development of a project schedule identifying allowable time frames for major phases of the study. This schedule will also identify milestones for deliverables of each element to be submitted for review. A task-by-task itemization of project person-days and costs with a final project time schedule in graphic form will be attached to all copies of the final scope of services.

***Responsibilities:***

***Consultant:*** Develop the scope of services, budget, and schedule from which contract terms will be based.

***Sponsor:*** Review and negotiate the scope of services, budget, and schedule to ensure proper attention is paid to critical areas.

***Product:*** A detailed scope of services and task-by-task itemization of the project person-days, costs, and project schedule.

**Task 1.2 – Establish Planning Advisory Committee**

**Description:** Potential members will be identified and asked to serve on a Planning Advisory Committee (PAC) for the Master Plan Update. The PAC will be composed of **(a)** representatives of FAA, as well as other local, Regional, State, or Federal agencies; **(b)** airport users and tenants; **(c)** local community representatives; and **(d)** members of the advisory groups that provide guidance to the Ventura County Board of Supervisors in relation to Ventura County Airports. The PAC, which is a non-voting body, will advise the Consultant on the content and recommendations of the Master Plan Update through meetings and review of “draft” working papers. The PAC will not exceed twenty (20) members.

***Responsibilities:***

***Consultant:*** Assist Sponsor in the identification of potential PAC members. Prepare a “draft” invitation letter for the Sponsor to send to potential committee members.

***Sponsor:*** Establish a final list of names and addresses of chosen PAC members. Send an invitation to each member.

***Product:*** A non-voting PAC (not to exceed 20 members) which will meet during the course of the Master Plan Update.

**Task 1.3 – Prepare Study Workbooks**

**Description:** Provide up to twenty (20) standard three-ring notebooks for distribution to the PAC and Sponsor for their use during the Master Plan Update. The workbook format will be developed with sections for inserting working papers, notes, and other pertinent information. The workbook format and all follow-up materials will also be offered electronically.

***Responsibilities:***

***Consultant:*** Design and prepare workbooks for the PAC and Sponsor.

***Sponsor:*** Review and comment prior to distribution.

***Product:*** Up to twenty (20) study workbooks.

**Task 1.4 – General Background Information, Document Goals and Objectives, Outline Baseline Assumptions and Specific Master Plan Issues**

**Description:** General background information summarizing why the Master Plan Update is being conducted will be prepared and outlined in the introduction section of the study. Prepare a list of goals and objectives for the Master Plan Update that clearly identifies the primary expectations of the study process. The list will be included in the introduction section of the study and will be presented to the PAC at the first committee meeting. The goals and objectives may be modified or revised based on input provided by the PAC. This overview will be important in determining such agenda as the role of the airport and level of service provided to the public. The listing will also be used to make sure the study adequately covers the key issues associated with the future development of the airport. General assumptions that will be utilized for the study effort will be developed and outlined. These assumptions will be coordinated with the Sponsor and the FAA and included in the introduction section of the study. Specific master planning issues will also be identified. A full collaborative Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis will be completed to better assess the study outcomes, goals, and objectives established.

***Responsibilities:***

***Consultant:*** Develop an introduction section which provides background information and the basis for conducting the Master Plan Update. Organize and coordinate the development of a listing of the goals and objectives. Prepare a list of study assumptions and master planning issues. Help facilitate a SWOT analysis with the PAC.

***Sponsor:*** Review and comment. Assist the Consultant in identifying and coordinating the primary goals and objectives of the study.

***Product:*** Background information for inclusion in the study's introduction section. Goals and objectives for the Master Plan Update and a list of study assumptions and master planning issues.



## **ELEMENT 2 – INVENTORY**

The purpose of this study element is to assemble and organize relevant information, data, and mapping to be used throughout the study in support of various analyses. This element will maximize the use of existing information and will prepare new data and documentation only when existing information is unavailable, incomplete or outdated. Narrative prepared as part of this element will highlight the changes since the completion of the previous Master Plan. Information gathered and narrative prepared will also focus on the interrelationship of Camarillo and Oxnard Airports and the roles they serve to provide framework for the roles they will play in meeting future aviation demand segments.

### **Task 2.1 – Evaluate Existing Documents**

**Description:** Evaluate existing documents and previous planning efforts for their adaptability or use in the Master Plan process. These documents will include previous master plans, area development plans, terminal area plans, and such other documentation as available. Where possible, revise or adapt existing documents or working formats for the Master Plan Update.

#### ***Responsibilities:***

**Consultant:** Review and evaluation of existing planning documents.

**Sponsor:** The Sponsor staff shall assist the Consultant in the procurement of existing documents.

**Product:** Compilation of previous study efforts and existing documents for input to future tasks.

### **Task 2.2 – Obtain new Color Aerial Photograph and Mapping**

**Description:** The Consultant will assemble new digital electronic color aerial photography and new topographic/planimetric and obstruction mapping of the Airport and its environs in accordance with FAA Advisory Circulars 150/5300-16A, *General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey*; 150/5300-17C, *General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey*; and 150/5300-18B, *General Guidance And Specifications For Submission Of Aeronautical Surveys To NGS: Field Data Collection And Geographic Information System (GIS) Standards*. Topographic and planimetric mapping of the surrounding area and aerial photography of the airport including existing airport property, as well as the inner approach surface areas, will be obtained by the Consultant. The digital color aerial photography will be used for base mapping and exhibits. The horizontal datum will be NAD83 and the vertical datum will be NAVD88.

Submit a Statement of Work, Survey and Quality Control Plan, and an Imagery Acquisition Plan to the FAA Planner via the Airports Geographic Information System (AGIS) website at <https://airports-gis.faa.gov/public/index.html> for review and approval. Tie the airport survey to the National Spatial Reference System (NSRS) according to AC 150/5300-16A. The survey and planimetric data collected during this task will be formatted to allow the data to be loaded directly into the FAA's Airports GIS system via the FAA's web portal.

***Responsibilities:***

**Consultant:** Obtain new digital color aerial photography and topographic/planimetric and obstruction mapping. Upload the data into FAA's Airports GIS system.

**Sponsor:** Coordinate with the Consultant.

**Product:** New digital color aerial photography and topographic/planimetric and obstruction mapping for use in preparing base maps, airport layout plan, and airspace and inner approach surface drawings. Survey data uploaded into FAA's Airports GIS system.

**Task 2.3 – Inventory Airport Physical Facilities**

**Description:** Perform an inventory of physical facilities and land uses which presently exist within the boundaries of the airport. The inventory will include an examination of plans and documents as well as a thorough on-site inspection of each physical facility to determine its type and size and use. The work effort will make maximum use of existing information available in the airport and Sponsor offices. The following relevant areas are included as a minimum:

Airfield: Record of pavement strengths (including PCN's), conditions, and dates of rehabilitations or overlays (all runways, taxiways, and aprons); lighting and navigational aid systems.

Fixed Base Operator (FBO) / General Aviation Services Complex: Square footage of structures and use; fuel storage capacity (by fuel grade) and location of tanks.

Ancillary Facilities: Other businesses on airport (define type of business and building size); Aircraft Rescue and Firefighting (ARFF) and maintenance facilities and description of equipment.

***Responsibilities:***

**Consultant:** Conduct an inventory of the airport facilities to accumulate pertinent data.

**Sponsor:** Provide the Consultant access to the airport property and airport records as necessary.

**Product:** Tabulated airport facilities inventory for input to later tasks.

#### **Task 2.4 – Inventory Airport Access and Parking**

**Description:** Making maximum use of existing information, perform an inventory of airport access system with special emphasis on ease of circulation and use of the airport and vicinity roadway system. A series of inventory subtasks will be conducted to obtain the following information, at a minimum, and included in graphic form as appropriate:

- a) Roadway system circulation and traffic flow, including number of lanes and turn lanes.
- b) Automobile parking lots (location, condition, and number of spaces).
- c) Perimeter and ancillary roadway systems.
- d) Existing and future transportation plans occurring beyond airport property and their potential impact/effect on the airport and its surrounding environment.

#### ***Responsibilities:***

**Consultant:** Conduct an inventory of the airport access and parking to accumulate pertinent data.

**Sponsor:** Assist the Consultant in obtaining existing available airport data relating to access and parking.

**Product:** Base data input to subsequent tasks.

#### **Task 2.5 – Inventory Air Traffic Activity, Airspace, Air Traffic Control, and Regional Airports**

**Description:** Air traffic activity data for the airport will be assembled and organized from various sources such as local airport traffic control tower (ATCT) records, FAA's Traffic Flow Management System Count (TFMSC), FAA's National Based Aircraft Inventory Program ([www.basedaircraft.com](http://www.basedaircraft.com)), and GCR's Airport IQ. Relevant data on general aviation (private and corporate), air taxi, and military activity will be collected. Data will be obtained from the Sponsor, the FAA Regional and District Offices, FBOs, etc. The assembled data will include, as available:

- a) Historical operations, including local (touch-and-go) and itinerant operational splits.
- b) Based aircraft by type, as available.
- c) Estimated use (by percentage) of each runway.

Review and perform inventories of airspace and air traffic procedures at the airport. Conduct interviews with airport officials, FAA representatives, pilots, and others as necessary or appropriate to develop a complete description of the existing airspace environment and current airport traffic procedures. Basic inventory items will include:

- a) Airport traffic patterns.



- b) Approach and departure procedures.
- c) Military airspace near the airport.
- d) National Parks/Wilderness Areas.

Identify and describe existing public airport facilities within a 30-nautical mile radius of Camarillo Airport. Basic inventory items will include:

- a) Runway length and width.
- b) Instrument approach procedures.
- c) Airline/tour operator services
- d) General aviation services
- e) Total based aircraft, annual operations, and annual enplaned passengers as appropriate.

***Responsibilities:***

*Consultant:* Assemble data.

*Sponsor:* Assist Consultant in obtaining available airport records. Assist in arranging interviews as necessary.

***Product:*** Input to subsequent tasks.

**Task 2.6 – Inventory Socioeconomic Data**

**Description:** Obtain available statistical data on historical and forecast socioeconomic factors for the Camarillo and Oxnard Airport service areas as well as Ventura County and the greater regional area. These factors will include, at a minimum, employment, income, and population, with emphasis placed upon the identification of specific socioeconomic characteristics of the developed areas in the local environs, as well as trends that have been established for future development and habitation.

***Responsibilities:***

*Consultant:* Assemble data based on latest available information. Identify data source in Master Plan documents.

*Sponsor* Assist in collection of data.

***Product:*** Input to later analysis.

**Task 2.7 – Obtain Tabulated Wind Data**

**Description:** The Consultant will obtain the most current ten years of wind data for the airport from the National Oceanic and Atmospheric Administration National Climatic Center for use in preparing an updated wind rose for the Airport Layout Plan (ALP).

***Responsibilities:***

*Consultant:* Obtain tabulated wind data.

**Sponsor:** Coordinate with the Consultant as necessary.

**Product:** Tabulated wind data for use in preparing updated wind rose.

**Task 2.8 – Inventory Vicinity Land Use and Controls**

**Description:** Review existing local, Regional, and State planning and land use regulations, including the existing local comprehensive land use plans, in order to (1) ensure that the resultant Master Plan will be compatible with local, Regional, and State long-range planning goals, objectives, and policies; and (2) determine the strengths and weaknesses of local and state regulatory controls with regards to ensuring compatibility of the surrounding area with the airport.

**Responsibilities:**

**Consultant:** Assemble data based on latest information available.

**Sponsor:** Assist in collection of data.

**Product:** Input to later analysis.

**Task 2.9 – Inventory Airport Financial Data**

**Description:** In consultation with airport staff, develop a detailed understanding of the type, format and level of detail that will be most beneficial as a part of the capital improvement/financial plan developed in the Master Plan. Identify the specific financial data and information necessary to help prepare the capital improvement program for the proposed development resulting from the planning process. This information will pertain primarily to the following, as it is available:

- a) Financial statistics of the airport.
- b) Airport management policies and guidelines
- c) Airport leases, user fees, and other sources.
- e) Capital improvement projects planned or in progress.
- f) Previous FAA and State grants.

**Responsibilities:**

**Consultant:** Assemble data.

**Sponsor:** Provide and review available financial data with Consultant.

**Product:** Input data to subsequent tasks.

**Task 2.10 – Prepare Inventory Working Paper**

**Description:** Prepare a working paper which will provide up-to-date information in tabular, narrative, and graphic format. This will include information on the airport facilities, applicable air traffic activity, access and parking data, present planning efforts, an overview of airspace, air traffic characteristics, and

an operations data summary describing aircraft activity for use in subsequent analyses. This task involves the use of existing data for the airport.

***Responsibilities:***

***Consultant:*** Develop complete narrative and graphics for the working paper. Distribute working papers to the PAC members.

***Sponsor:*** Review and comment.

***Product:*** Up to twenty (20) copies of a working paper covering the items outlined in the inventory element. This working paper will become a chapter in the final report.

**ELEMENT 3 – AVIATION DEMAND FORECASTS**

This study element is intended to determine an estimate of future levels of air traffic by quantity and by characteristics that will identify the demand that must be met by Camarillo Airport. Consideration will also be given to forecasts of aviation demand needed to meet the system of airports established in Ventura County. The forecast models will be conducted in conformance with forecasting standards outlined in Chapter 7 of FAA Advisory Circular 150/5070-6B, *Airport Master Plans*. The FAA will approve the 5- and 10-year forecasts as part of the Master Plan Update. The work tasks to be carried out as part of the element include the following:

**Task 3.1 – Review Regional and Airport Area Socioeconomic Forecasts**

**Description:** Review and analyze current local and regional socioeconomic forecasts obtained in the inventory element. In consultation with State, Regional, and local planning agencies and other local agency participants, select the forecasts which seem most representative of expected future trends.

***Responsibilities:***

***Consultant:*** Review all socioeconomic material pertaining to the study and the region.

***Sponsor:*** Identify potential sources of information and assist the Consultant in obtaining socioeconomic material.

***Product:*** Forecasts of expected socioeconomic trends.

**Task 3.2 – Prepare General Aviation, Air Taxi, and Military Demand Forecasts**

**Description:** Develop general aviation, air taxi, and military demand forecasts using both simple and more complex methodologies taking into consideration forecasts from other sources such as the FAA. Historical general aviation activity statistics for the airport will be organized to



evaluate airport peaking characteristics and fleet mix ratios. The methodology used in this analysis will involve a variety of techniques that will factor in national general aviation transportation statistics, local socioeconomic factors as well as the independent airport data. Correlation analysis techniques will include relative simple graphical comparisons as well as more complex regression analysis. A final refinement of activity forecasts will be conducted to integrate the effects of changing technology in general aviation and will result in estimates of aviation demand for 5-, 10-, and 20-year periods which will be presented as follows:

- a) Based aircraft totals and mix.
- b) Annual general aviation, air taxi, and military operations (local vs. itinerant).
- c) Peak hour operations.
- d) Annual instrument approaches (AIAs).

**A 5-, 10-, and 20-year forecast for general aviation, air taxi, and military demand have been prepared as part of the Camarillo Airport Airfield Geometry and Drainage Study. These forecasts will be re-visited and refined as appropriate for input into the Master Plan Update.**

***Responsibilities:***

***Consultant:*** Review/refine general aviation demand forecasts prepared as part of the Camarillo Airport Airfield Geometry and Drainage Study.

***Sponsor:*** Assist the Consultant in obtaining available airport records.

***Product:*** Refine/complete general aviation forecasts for 5-, 10-, and 20- year periods. These forecasts will be coordinated with airport staff, the FAA, and other interests at this point to ensure that the study proceeds on the basis of generally supported assumptions.

**Task 3.3 – Prepare Potential Commercial Service Demand Forecasts**

**Description:** Using the information and data acquired or developed as a result of previous tasks, evaluate the historical significance and interrelationship of the area-wide economy with commercial service forecast demands. The methodology will employ a variety of techniques that will factor in national air transportation statistics and local economic characteristics. Oxnard Airport has historically been served by regularly scheduled commercial passenger services; however, it is not currently accommodating these services. This analysis will re-examine more recent trends and opportunities for commercial passenger services and other niche market opportunities that could be supported by the Ventura County system of airports. The forecast update shall result in estimates of aviation demand for 5-, 10-, and 20-year periods as follows:

- a) Annual enplaned passenger volumes.
- b) Annual commercial service aircraft operations.
- c) Commercial service aircraft mix.

***Responsibilities:***

**Consultant:** Prepare commercial service demand forecasts.

**Sponsor:** Assist the Consultant in obtaining available airport records.

**Product:** Complete commercial services forecasts for 5-, 10-, and 20-year periods. These forecasts will be coordinated with airport staff, the FAA, and other interests at this point to ensure that the study proceeds on the basis of generally supported assumptions.

#### **Task 3.4 – Identify Existing and Future Airport Design Critical Aircraft**

**Description:** Utilizing data provided by the airport and that obtained from FAA database resources, identify the current critical and future aircraft for the airport. The aircraft identified will be the most demanding aircraft, or family of aircraft, conducting a minimum of 500 annual operations. The analysis will include a projection of aircraft operations by runway design code (RDC) and airport reference code (ARC) to determine future planning design standards.

**As part of the Camarillo Airport Airfield Geometry and Drainage Study, a determination of the existing and future critical design aircraft has been made. This determination will be re-visited and refined as appropriate for input into the Master Plan Update.**

##### ***Responsibilities:***

**Consultant:** Review/determine current critical aircraft and projection of future critical aircraft by RDC and ARC as part of the Camarillo Airport Airfield Geometry and Drainage Study.

**Sponsor:** Assist the Consultant in obtaining available airport records.

**Product:** Determination of existing and future critical aircraft for airfield design. This task will be coordinated with the FAA during the forecast review and approval process.

#### **Task 3.5 – Prepare Forecasts Working Paper**

**Description:** A working paper detailing the results of the forecasts (based aircraft, annual aircraft operations, commercial service activities, and critical aircraft) will be compiled. The forecasts will also be compared to FAA's current 5- and 10- year forecasts as presented in the FAA's *Terminal Area Forecasts* (TAF). Since this data will become an important parameter for input into the remaining elements of the study, it will be submitted to representatives of the airport and the FAA for review and approval before dependent tasks will be finalized.

##### ***Responsibilities:***

**Consultant:** Develop complete graphics and narrative for the working paper. Distribute working papers to the PAC members.

**Sponsor:** Review and comment. The Sponsor will formally transmit the completed forecast of aviation demand chapter to FAA for their review and approval.

**Product:** Up to twenty (20) copies of a working paper covering the items outlined in the forecast element. This working paper will become a chapter in the final report.

#### **ELEMENT 4 – FACILITY REQUIREMENTS**

The purpose of this study element is to convert basic capacity needs into types and volumes of actual physical facilities required to meet forecast demands in aviation activity and to identify short-term corrective strategies for problems that demand immediate attention.

##### **Task 4.1 – Establish Airport Physical Planning Criteria**

**Description:** Identify physical facility planning criteria for use in assessing the adequacy of various airport facilities to meet forecast demands. These criteria shall be based upon the latest FAA requirements and standards as they apply to the level of activity identified, new technology, and role of the airport. These criteria shall include dimensional standards for safety including runway safety, runway length, runway separation, height restrictions, etc. In addition, these criteria shall include requirements to maintain airspace/air traffic control including approach and runway protection zones, safety areas, and other general physical area requirements such as apron, terminal/operations, access circulation and parking, hangars and services, administrative, ARFF, and other airport service and support facilities.

**As part of the Camarillo Airport Airfield Geometry and Drainage Study, airfield facility planning has been evaluated based on the determination of the critical design aircraft. This evaluation will be revisited and refined as appropriate for input into the Master Plan Update.**

##### ***Responsibilities:***

**Consultant:** Review/evaluate physical planning criteria to meet forecast demands.

**Sponsor:** Review.

**Product:** Detailed criteria for airport physical planning.

##### **Task 4.2 – Determine Airfield Capacity**

**Description:** Using the FAA's airfield capacity/delay model, estimate current and future levels of airfield capacity (annual service volume) for Camarillo Airport. This analysis will be based on the existing airfield configuration, aviation demand forecasts, and an analysis of airspace capacity potentials and constraints, and will involve the investigation of management and operational procedures in order to optimize the use of the total airside (runways, taxiways, and aprons).

##### ***Responsibilities:***

**Consultant:** Estimate airfield capacity utilizing FAA guidance.

**Sponsor:** Review and comment.

**Product:** Detailed description of the annual service volume for the current, 5-, 10-, and 20-year time frames.

#### **Task 4.3 – Prepare Airfield Facility Requirements**

**Description:** Using the results of the forecasts (Element 3), as well as relevant information from other tasks, determine and prepare a list of facility requirements needed to meet projected demands for the airport for existing, short term (1-5 years), intermediate term (6-10 years, and long term (11-20 years) time frames. These facility requirements will be used in the later comparative evaluations and will be based upon both the airport physical planning criteria and the aviation forecasts.

Facility requirements to meet aviation demand for the airfield will include (but not be limited to) runways, taxiways, lighting, navigational aids, and marking and signage. These facility requirements will be developed in the form of gross areas and basic units and will be compared to those that presently exist to identify the future development items needed to maintain adequate service, function and operations of the airport. In addition, airfield design standards deficiencies will be identified and corrective actions evaluated and recommended. In subsequent tasks, the above facility requirements will be translated into alternative plans for further evaluation in relation to established planning criteria.

#### ***Responsibilities:***

**Consultant:** Identify specific airfield facility needs.

**Sponsor:** Review and comment.

**Product:** Detailed description of all airfield facilities required to meet aviation demands at the airport through the 20-year planning period.

#### **Task 4.4 – Prepare Landside Facility Requirements**

**Description:** Using information provided by the aviation planning criteria established under preceding tasks, develop a set of facility requirements addressing the landside facilities necessary to support the airfield and its related activity. Requirements for facilities such as fuel/fuel farm areas, ARFF, airport maintenance, passenger terminal building, general aviation terminal facilities, hangars, FBO areas, general aviation terminal facilities, and automobile parking lots (public and rental cars) will be developed under this task.

#### ***Responsibilities:***

**Consultant:** Identify specific landside area facility needs.

**Sponsor:** Review and comment.

**Product:** Detailed description of facility requirements necessary for landside development to support forecast aviation demand through the 20-year planning period.

**Task 4.5 – Prepare Facility Requirements Working Paper**

**Description:** Organize background information, analysis, and findings of the facility requirements work effort and prepare a detailed working paper in narrative and graphical format.

**Responsibilities:**

**Consultant:** Develop complete graphics and narrative for the working paper. Distribute working papers to the PAC members.

**Sponsor:** Review and comment.

**Product:** Up to twenty (20) copies of a working paper covering the items outlined in the facility requirements element. This working paper will become a chapter in the final report.

**ELEMENT 5 – AIRPORT ALTERNATIVES**

Using the facility requirements determined under the previous element, alternative development scenarios, including the “no-build” scenario, for Camarillo Airport will be identified. These scenarios must take into account the development needs of the airport to meet projected aviation demand levels as determined in the forecasting element and meet airfield, including terminal building, general aviation area, revenue support area, and other airport capacity needs established under the facility requirements element. Upon completion of preliminary development scenarios, a PAC meeting will be held to determine the most feasible development alternatives and the resulting concepts for development of airfield, landside, general aviation, potential commercial service, revenue support, and other airport areas will be refined. Throughout the analyses of alternatives, the highest and best use of various parcels of land will be considered when two or more functional areas may be well-applied to a specific piece of property.

**Task 5.1 – Identify Alternative Development Issues**

**Description:** Based on the results of the demand/capacity relationships and the facility requirements necessary to meet those demands, identify the various issues which will impact the development of alternatives for the various functional areas of the airport. This task will provide insights into the potentials for and policies constraining the development of specific land uses within the existing or future airport boundaries, including those areas which are unconstrained and meet current functional potential, thereby requiring no additional development.

**Responsibilities:**



- Consultant:* Identify and compile issues relating to airport development.
- Sponsor:* Provide input as to any known airport or community policies, agreements, or issues that could have an effect on future airport development opportunities.
- Product:* A listing of the various policies and guidelines impacting the development and placement of various airport alternatives.

**Task 5.2 – Identify Potential Airfield Alternatives**

**Description:** On the basis of the forecasts and facility requirements established in preceding elements, formulate preliminary airfield development alternatives. These alternatives will be based on concepts for development within existing airport boundaries or with the expansion of airport boundaries which show all necessary development during the planning period and beyond. This task will be conducted simultaneously with following tasks and result in a series of overall development options for the airport.

***Responsibilities:***

- Consultant:* Develop up to three (3) airfield development options, one being the “no-build” concept alternative.
- Sponsor:* Review and comment.
- Product:* A series of development options, each of which meets the forecast airfield facility demands.

**Task 5.3 – Identify Potential Landside Alternatives**

**Description:** Based on the forecasts and facility requirements determined under the previous elements, formulate preliminary development alternatives. These alternatives will be based on concepts for development within or beyond existing airport boundaries which show all necessary development during the planning period and beyond. This task will be conducted simultaneously with other tasks in this element and result in a series of overall development options for the airport.

***Responsibilities:***

- Consultant:* Develop up to three (3) landside development options, one being the “no-build” concept alternative.
- Sponsor:* Review.
- Product:* A series of landside alternatives which fulfill the facility requirements to meet forecast demand levels.

**Task 5.4 – Prepare Airport Alternatives Working Paper**

**Description:** A working paper describing the various airfield and landside development alternatives will be prepared for submission to the PAC for review and comment. The working paper will detail the analysis involved in the assessment of the alternatives and outline the advantages and disadvantages of each to enable the logical and systematic evaluation of each alternative concept.

***Responsibilities:***

**Consultant:** Develop complete graphics and narrative for the working paper. Distribute working papers to the PAC members.

**Sponsor:** Review and comment.

**Product:** Up to twenty (20) copies of a working paper covering the items outlined in the airport alternatives element. This working paper will become a chapter in the final report.

**ELEMENT 6 – RECOMMENDED MASTER PLAN CONCEPT AND CAPITAL PLAN**

The purpose of this study element is to establish a capital implementation program to provide the airport development requirements necessary to meet aviation activity demands during the forecast period.

**Task 6.1 – Recommended Master Plan Concept**

**Description:** Based on the information developed in the airport alternatives element as well as comments provided by airport staff, PAC members, and the general public, a single recommended Master Plan concept for development of the airport facilities will be prepared. The recommendation for the most prudent and feasible Master Plan concept will become the basis for the development of airport plans, costs, and scheduling.

***Responsibilities:***

**Consultant:** Develop a refined Master Plan concept for review by the Sponsor, PAC, and other interested parties.

**Sponsor:** Review and comment.

**Product:** A recommended Master Plan concept.

**Task 6.2 – Prepare Airport Development Schedules**

**Description:** Based upon the previous evaluations and technical meetings, prepare the airport development schedules to reflect economic feasibility and operational requirements of the recommended airport concept. The developments schedules will include the short term (1-5 years),

intermediate term (6-10 years), and long term (11-20 years). The schedule for each airport development project will be identified.

***Responsibilities:***

***Consultant:*** Prepare an airport development schedule.

***Sponsor:*** Review.

***Product:*** Development schedules for the improvements proposed as a part of the selected Master Plan concept.

**Task 6.3 – Prepare Airport Development Cost Estimates**

**Description:** Based upon the previous evaluations and technical meetings, prepare airport development cost estimates to reflect the requirements and schedule of development associated with the recommended airport concept.

***Responsibilities:***

***Consultant:*** Prepare airport development cost estimates.

***Sponsor:*** Review.

***Product:*** Cost estimates for the improvements proposed as a part of the selected Master Plan concept.

**Task 6.4 – Prepare Capital Improvement/Financial Program**

**Description:** Prepare a recommended airport capital improvement program which includes estimates of the amount of funds available from federal and state grant-in-aid programs to determine the net amount of capital funds required by the Sponsor to accomplish each proposed stage of improvements for the airport.

***Responsibilities:***

***Consultant:*** Develop a capital improvement/financial program.

***Sponsor:*** Provide review and input.

***Product:*** Capital improvement/financial program for the selected Master Plan concept.

**Task 6.5 – Prepare Master Plan Concept and Capital Financial Plan Working Paper**

**Description:** Prepare a working paper which outlines the overall airport capital improvement program for the selected airport Master Plan concept. Organize narrative and graphical presentations of the

information in this working paper to allow for a final review and adjustment of the overall Master Plan concept.

**Responsibilities:**

**Consultant:** Develop complete graphics and narrative for the working paper. Distribute working papers to the PAC members.

**Sponsor:** Review and comment.

**Product:** Up to twenty (20) copies of a working paper covering the items outlined in the recommended Master Plan concept and capital financial plan element. This working paper will become a chapter in the final report.

**ELEMENT 7 – AIRPORT PLANS**

The purpose of this study element is to prepare a new ALP set for Camarillo Airport. All plans will be prepared in a format which complies with the content contained within FAA's current guidelines for the preparation of an airport layout plan as defined by the FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013)*, and which is readily acceptable to the FAA and can be utilized by the Sponsor in carrying out implementation. All plans will be produced utilizing digital software appropriate for the FAA and California Department of Transportation – Division of Aeronautics (CALTRANS). The drawings, in a version acceptable to the Sponsor, will be a deliverable item to the Sponsor at the completion of this project. The ALP drawing set will be included as an appendix in the Master Plan documents. **(Note: This effort does not include the development of an electronic Airport Layout Plan (eALP)).**

**Task 7.1 – Airport Layout Plan Drawing**

**Description:** Following the recommended Master Plan concept developed under the preceding element and FAA AC 150/5070-6B, an ALP drawing for the airport will be prepared. The ALP will reflect updated physical features, location of airfield facilities (runways, taxiways, navigational aids), and existing landside development. Development of recommended landside and airfield facilities, including runways and taxiways; property and runway protection zone boundaries; and revenue support areas will also be shown. Guidelines for the preparation of an ALP as defined by the FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013)* will be followed. A Title Sheet and Airport Data Sheet will also be prepared and included with the full Airport Layout Plan set.

**Responsibilities:**

**Consultant:** Prepare a new ALP for the airport.

**Sponsor:** Review and comment.

**Product:** A new ALP drawing for the airport which meets federal guidelines.

#### **Task 7.2 – Terminal Area Drawing(s)**

**Description:** Prepare Terminal Area Drawing(s) reflecting development resulting from the recommendations of this study. Depending on the future recommended development for the general aviation areas, more than one drawing may be required to adequately reflect the detail of development within the area. The Drawing(s) will include detailed planning level information such as access taxiways, apron areas, hangar layouts, aircraft tie-down areas, customer and employee parking areas, and vehicular circulation and access for the short, intermediate, and long-term planning periods.

##### ***Responsibilities:***

**Consultant:** Prepare Terminal Area Drawing(s).

**Sponsor:** Review and comment.

**Product:** Terminal Area Drawing(s) reflecting the selected development alternative for these facilities at the airport.

#### **Task 7.3 – Part 77, Approach and Inner Approach Surface Plans**

**Description:** Prepare Part 77, Approach and Inner Approach Surface plans in conformance with FAR Part 77 and FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013)*. As necessary, height of potential obstructions will be researched and identified on the drawing along with an obstruction chart/table indicating the obstruction description, their top elevation, affected Part 77 surface, the penetration, and disposition or corrective action to eliminate or mitigate the obstruction.

##### ***Responsibilities:***

**Consultant:** Prepare a new Part 77, Approach and Inner Approach Surface plans for the airport.

**Sponsor:** Review and comment.

**Product:** Part 77, Approach and Inner Approach Surface plans for the airport to meet federal guidelines. Product will include aerial photography of the inner approach surfaces and runway protection zones.

#### **Task 7.4 – Departure Surface Drawings**

**Description:** Prepare new departure surface drawings in accordance with guidelines as defined by the FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013)*. Obstruction information will be obtained from existing obstruction surveys in Task 2.2, approach plans, and the current Airport Obstruction (OC) chart (as available).

##### ***Responsibilities:***

**Consultant:** Prepare new departure surface drawings for the airport.

**Sponsor:** Review and comment.

**Product:** Departure surface drawings for the airport which meet federal guidelines.

**Task 7.5 – Airport Property Map – Exhibit A**

**Description:** Update the Exhibit A - Airport Property Map, including the appropriate graphics and information to indicate the type of acquisition (i.e., federal funds, surplus property, local funds only, etc.) of various land areas within the airport's boundaries. The primary intent of the drawing is to identify and/or delineate all designated airport property owned or to be acquired by the airport owner. The drawing will inventory all of the parcels, which currently make up the airport, or are proposed for acquisition by the airport sponsor. In addition, the drawing will also show any property that has been disposed of by the Sponsor in the past. Details will be limited to the depiction of existing and future facilities (i.e., runways, taxiways, runway protection zones, and terminal facilities) which would indicate aeronautical need for airport property. This work effort will utilize information obtained from the current "Exhibit A - Property Map" as well as other sources. The Property Map will be updated in conformance with the guidelines outlined in FAA Airports ARP SOP 3.00 *Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps (October 1, 2013)*. The Sponsor will provide historical information regarding the acquisition of existing airport property and easements, as well as boundary surveys, as needed.

**Responsibilities:**

**Consultant:** Update the Airport Property Map – Exhibit A for the airport.

**Sponsor:** Provide appropriate historical data and review Property Map.

**Product:** Updated Airport Property Map – Exhibit A for the airport.

**Task 7.6 – On-Airport Land Use Plan/Off-Airport Land Use Plan**

**Description:** A Land Use Plan for the area within the boundaries of the airport will be developed based on the identified overall development concept. This will include general aviation areas, terminal complex, ground access and vehicular circulation system service areas, industrial/commercial development areas, and distinctions between aeronautical and non-aeronautical uses. An Off-Airport Land Use Plan will also be prepared for property in the immediate vicinity of the airport. The plan will depict existing and planned land uses.

**Responsibilities:**

**Consultant:** Prepare On-Airport Land Use Plan and Off-Airport Land Use Plan.

**Sponsor:** Review and comment.



**Product:** On-Airport Land Use Plan and Off-Airport Land Use Plan.

**Task 7.7 – Preparation of Draft ALP and Draft ALP Drawing Set**

**Description:** Preparation of up to twelve (12) copies of the “Draft” ALP drawing set for submission to the Sponsor, and subsequent comprehensive agency review by FAA and CALTRANS. The ALP Drawing Set will be prepared in conformance with FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013)*. Drawings will be a minimum size of 24” x 36”. FAA and CALTRANS reviews will be concurrent. Drawings will be submitted with or prior to publication of the Draft Master Plan report.

**Responsibilities:**

**Consultant:** Provide up to twelve (12) copies of the full Airport Layout Plan drawing sets, depicting the sponsor selected “Recommended Plan”.

**Sponsor:** Provide up to eight (8) unsigned copies of ALP drawing set to FAA for review. Include signed transmittal letter indicating the changes from the last approved ALP drawing. Provide one (1) full set of drawings to CALTRANS for review.

**Product:** Up to twelve (12) copies of the full ALP drawing set as well as a completed FAA ALP Checklist.

**Task 7.8 – Preparation of Final ALP and Final ALP Drawing Set**

**Description:** Revise the Draft Airport Layout Plans and Drawings prepared in Task 7.7 to reflect comments received from the FAA and CALTRANS review. Upon approval from the Sponsor, provide up to twelve (12) copies of the revised full ALP drawing sets to the Sponsor for their signature. The Sponsor will forward the signed drawings to the FAA for final approval.

**Responsibilities:**

**Consultant:** Provide up to twelve (12) revised copies of the full Airport Layout Plan drawing sets.

**Sponsor:** Review and sign all drawings. Forward all drawings to the FAA for final approval.

**Product:** Up to twelve (12) copies of full ALP drawing set.

**ELEMENT 8 – ENVIRONMENTAL CONSIDERATIONS**

The objective of this study element is to provide the Sponsor, community, and public officials with environmental information to assist in the evaluation of airport development alternatives and to provide information that will help to expedite subsequent environmental review under the *National Environmental Policy Act (NEPA)*.

This study element will also consist of a recycling plan. The recycling plan explores existing recycling efforts at the airport and outlines opportunities to improve the diversion of waste from landfills. The recycling plan element will be included in the Master Plan as a standalone chapter or appendix.

**Task 8.1 – Environmental Inventory and Overview (NEPA)**

**Description:** The purpose of this task is to (1) obtain the existing conditions in order to provide baseline data for future NEPA analysis of proposed or potential projects recommended in the Master Plan, and (2) identify potential environmental issues associated with the airport development alternatives and recommended development concept, including mitigation measures that may be needed for proposed projects.

Concurrent with the preparation of the Master Plan Update inventory working paper, known existing environmental conditions at Camarillo Airport and its immediate vicinity (area of potential affect) will be inventoried. The purpose of this task is to obtain information regarding environmental sensitivities on or near airport property. Sources of information will include past environmental documents, agency maps, existing literature, and the internet. The environmental inventory will address all the resource categories contained within FAA Orders 1050.1F and 5050.4B. Informal consultation with various federal and state agencies will occur only if needed information is not available through the resources listed above. This task will identify environmental resources prior to the alternatives evaluation process to expedite the environmental review for potential project development. This task will include both a biological resources assessment that includes an aquatic resources delineation and preliminary jurisdiction delineation as well as a cultural resource survey of the airport property. Results of the environmental inventory will be included either in the Inventory Chapter or as an appendix to the Master Plan report.

Once a recommended Master Plan concept has been developed, a preliminary environmental overview will be conducted using the information collected to identify any potential environmental concerns that must be addressed prior to program implementation. This evaluation will be structured in a table format and will include an analysis of potential impacts on environmental resources as defined within FAA's Order 1050.1F and its accompanying Desk Reference. Projects which may require further NEPA analysis (i.e., Environmental Assessment or Environmental Impact Statement) will be identified. This evaluation is not intended to serve as a formal Environmental Assessment under NEPA. This task will include both existing and future aircraft noise contours.

***Responsibilities:***

**Consultant:** Develop narrative and graphics to outline the results of the environmental reconnaissance inventory to be included as an appendix or chapter of the Master Plan report. Evaluate potential for environmental effects of proposed projects and alternatives.

**Sponsor:** Provide and/or assist in collection of data. Provide review and input.

**Product:** Environmental inventory, including biological and cultural resources surveys report. Environmental overview of the proposed improvements identified in the Master Plan,

including noise contours.

#### **Task 8.2 – Recycling Plan**

**Description:** A requirement for Master Plans established by the FAA Modernization and Reform Act of 2012 includes addressing recycling by:

- Evaluating the feasibility of solid waste recycling,
- Minimizing the generation of waste,
- Identifying operations & maintenance requirements,
- Reviewing of waste management contracts, and
- Identifying the potential for cost savings or revenue generation.

To meet this requirement:

1. *Collect baseline information on the Airport's existing waste management program.* Collect information such as waste collection contracts, monthly waste/recycling invoices, and costs for waste and recycling (containers, hauling, disposal, and labor).
2. *Assess existing waste management program.* To understand the sources, composition, and quantities of waste generated at the Airport, conduct a facility walk-through, an examination of monthly waste/recycling invoices, and a waste audit (as available from airport records).
3. *Assess opportunities for expansion of recycling program.* Review current waste collection contracts and conduct research on current market conditions to determine whether there are any logistical limitations to expanding the recycling program.
4. *Develop recommendations for improving the recycling program.* Based on the above assessment of the Airport's waste and recycling program, develop recommendations for improving the recycling program as well as minimizing waste generated. Recommendations will include identification of potential cost savings or revenue generation.

#### ***Responsibilities:***

**Consultant:** Assemble data based on latest information available.

**Sponsor:** Assist in collection of data.

**Product:** A recycling plan, which will be included in the Master Plan Update as either a standalone chapter or appendix.

#### **ELEMENT 9 – PUBLIC COORDINATION AND COMMUNICATION**

A robust and inclusive public outreach effort is paramount to the success of the Master Plan Update and will be well-devised as part of this study. This element includes methods for public coordination and communication during the study process. It includes meetings for the PAC, internal coordination, and

opportunities to inform the general public. An active messaging platform utilizing social media and websites will be undertaken to encourage open lines of communication throughout the entirety of the Master Plan process.

#### **Task 9.1 – Prepare Study Initiation Brochures**

**Description:** Provide the Sponsor with a Study Initiation Brochure for general distribution to the public and interested parties. The brochure will be designed in color and will provide an overview of the important elements of the Master Plan Update, goals and objectives of the study, and answer the most often asked questions about the process of conducting Master Plan studies.

##### ***Responsibilities:***

**Consultant:** Design a Study Initiation Brochure and print up to 250 copies. Distribute the Study Initiation brochure to the PAC participants.

**Sponsor:** Distribute the remaining Study Initiation Brochure to others outside of the PAC.

**Product:** Up to 250 copies of the Study Initiation Brochure and a flash drive containing a PDF file of the Study Initiation Brochure.

#### **Task 9.2 – Planning Advisory Committee (PAC) Meetings**

**Description:** Prepare graphic displays and handout materials as necessary to describe the evaluations and findings of working papers prepared for the Master Plan Update. Meet with the PAC to review working papers and to discuss study findings. Comments received during these meetings will be considered in preparing the final documents. Up to four (4) PAC meetings have been budgeted over the course of the study.

##### ***Responsibilities:***

**Consultant:** Distribute meeting notices to PAC. Provide presentations and necessary graphics at the meetings.

**Sponsor:** Arrange for meeting room. Coordinate jointly with Consultant.

**Product:** Up to four (4) PAC meetings.

#### **Task 9.3 – Coordination Meetings**

**Description:** Meet with and give presentations to airport staff, County officials, the Airport Advisory Commission, Airport Authorities, the FAA, or other local groups as directed by the Sponsor. Meetings are expected to involve status reports on the study and presentations of final recommendations. Up to eleven (11) coordination meetings have been budgeted over the course of the study including meetings with the Sponsor and FAA.

**Responsibilities:**

**Consultant:** Lead meetings and/or provide presentations and necessary graphics at the meetings.

**Sponsor:** Coordinate jointly with Consultant.

**Product:** Up to eleven (11) coordination meetings.

**Task 9.4 – General Project Coordination**

**Description:** The Master Plan Update process involves coordination between the Consultant, Subconsultants, Sponsor, FAA, and other groups and agencies. Therefore, adequate time and budget must be provided to ensure that the necessary coordination can be carried out. This scope of services includes project coordination by the Consultant throughout the study process.

**Responsibilities:**

**Consultant:** Take lead in ongoing coordination with various entities related to the Master Plan Update.

**Sponsor:** Coordinate jointly with Consultant.

**Product:** Coordination and collaboration regarding the study process.

**Task 9.5 – Public Information Workshops**

**Description:** The working papers prepared for the Master Plan Update will be presented to the general public in public workshops. The workshops will be held after the PAC meetings (on the same day). Advertising for the workshops will be accomplished using press releases, newspaper advertising, social media, and direct mailings to neighborhood associations. Up to four (4) workshops have been budgeted over the course of the study.

**Responsibilities:**

**Consultant:** Provide background, technical presentations, and necessary graphics for the meetings, prepare mock-ups of newspaper ads. Advertise as appropriate and collect public comments from workshops.

**Sponsor:** Arrange for workshop location. Coordinate jointly with Consultant.

**Product:** Up to four (4) public information workshops.

**Task 9.6 – Airport Master Plan Web Site**

**Description:** Various project materials will be hosted on a project specific website developed by the Consultant in order to allow public access to project materials. Materials which could be available on the website include the primary contact information for the project lead(s), project work flow process



and study timeline, "draft" working papers, presentations from various meetings, questions and answers received, and the opportunity to submit study comments electronically. During the planning process, all "draft" working papers will be available for review on the website. The public will be able to utilize the website to make comments on the contents of the study reports.

***Responsibilities:***

***Consultant:*** Prepare a project-specific website that can host study details and "draft" working papers.

***Sponsor:*** Review and comment.

***Product:*** Website access to the "draft" working papers and "draft" final report.

**ELEMENT 10 – FINAL REPORTS AND APPROVALS**

The purpose of this element is to provide documents which depict all the findings of the study effort and to present the study and its recommendations to appropriate local organizations.

**Task 10.1 – Draft Final Master Plan Report**

**Description:** Upon completion of a review of all "draft" working papers and the incorporation of appropriate revisions, a Draft Final Master Plan report will be printed. Up to twenty (20) copies of the Draft Final Master Plan report will be submitted to the Sponsor for use during the local approval process.

***Responsibilities:***

***Consultant:*** Prepare and print copies of the Draft Final Master Plan report.

***Sponsor:*** Review and comment prior to printing.

***Product:*** Draft Final Master Plan report (up to 20 copies)

**Task 10.2 – Obtain Master Plan Approvals**

**Description:** The Master Plan will be presented to the Sponsor for approval. This will include presentations to the Airport Advisory Commission, Airport Authorities, and the Board of Supervisors. This task includes attendance at up to four (4) meetings. Attendance at each meeting will be pre-approved by the Sponsor.

***Responsibilities:***

***Consultant:*** Attend up to four (4) meetings as outlined above.

**Sponsor:** Approve/adopt the Master Plan and associated ALP drawing set. Authorize the Consultant to attend each meeting as necessary.

**Product:** Approved Master Plan and ALP drawing set.

**Task 10.3 – Final Master Plan Report**

**Description:** Upon completion of review of the draft final report and the incorporation of appropriate revisions, a Final Master Plan report will be printed. Up to twenty (20) copies of the Final Master Plan report will be submitted. In addition, up to five (5) flash drives containing a PDF copy of the Master Plan will be provided to the Sponsor.

**Responsibilities:**

**Consultant:** Prepare and print copies of the Final Master Plan report.

**Sponsor:** Coordinate distribution of final report to appropriate Sponsor, State and Federal officials.

**Product:** Final Master Plan Report (up to 20 printed copies and 5 flash drives).

**Task 10.4 – Prepare Master Plan Summary Brochure**

**Description:** Prepare a summary brochure that provides a brief overview of the Master Plan Update report. The brochure will be prepared in color with graphics intended to summarize the study process and its findings and recommendations. It will be designed to be printed on two-sided 11 x 17 brochure stock with either a bi-fold or tri-fold. Provide a mock-up brochure for client review, and incorporate comments before finalizing.

**Responsibilities:**

**Consultant:** Design a Master Plan Summary Brochure and print up to 250 copies.

**Sponsor:** Review and comment. Distribute the Master Plan Summary Brochure.

**Product:** Up to 250 copies of the Master Plan Summary Brochure and a flash drive containing a PDF file of the Study Initiation Brochure.

**ELEMENT 11 – CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) DOCUMENTATION FOR MASTER PLAN APPROVAL**

**Description:** The Camarillo Airport Master Plan Update CEQA documentation element has been prepared to provide a detailed element and task description of the environmental study efforts required to comply with CEQA. The objective of the Environmental Review and Documentation is to provide the Sponsor, community, and public officials with proper guidance regarding CEQA environmental documentation for the future development as outlined in the Airport Master Plan. Coordination between the Sponsor, State of California, FAA, and the Consultant will be essential to bringing together

all facts and data relevant to the project and to developing a mutual agreement regarding the extent of the required CEQA environmental documentation.

***(Note: Element 11 is not eligible for AIP funding as part of the Master Plan Update)***

#### **Task 11.1 - Initial Study (CEQA)**

**Description:** Prepare an Initial Study, per the Sponsor's guidance, as the basis for the Sponsor's determination whether the Master Plan qualifies for a Negative Declaration, a Mitigated Negative Declaration, or will require the preparation of an Environmental Impact Report (EIR). Utilizing the aviation forecasts developed under a previous task, identify potential operational issues associated with the alternatives. Prepare an assessment of biological, wetland, noise, traffic, and air quality impacts. The air quality emissions will be determined using the most current version of the EPA-approved Emissions Dispersion Modeling System. (Note: a dispersion analysis is specifically not proposed under this task; should a dispersion analysis be required, it will be prepared under Task 11.4, Special Studies. In addition, additional environmental studies may be required to support adoption of a Mitigated Negative Declaration, as well as preparation of an EIR. It is not possible to determine the scope or nature of such additional studies at this time.)

#### ***Responsibilities***

**Consultant:** Develop narrative and graphics for Initial Study.

**Sponsor:** Provide Initial Study checklist and format. Review and comment on the Initial Study prior to submission.

**Product:** Initial Study.

#### **Task 11.2 - Determine Environmental Documentation (CEQA)**

**Description:** Based on the Initial Study, the Sponsor will determine the appropriate form of CEQA documentation for the proposed Master Plan Update. In the event that the completed Initial Study shows that there is no substantial evidence that the proposed Master Plan may have a significant impact on the environment, or that mitigation measures incorporated into the Master Plan or agreed to by the applicant would avoid any significant impacts, the Sponsor may adopt a Negative Declaration or Mitigated Negative Declaration. If the Sponsor determines on the basis of the completed Initial Study that there is substantial evidence the Master Plan may have significant environmental effects, or that it is unclear whether the Master Plan would have such effects and there is serious public controversy and/or disagreement among experts concerning potential significant effects, a Notice of Preparation will be distributed indicating that an EIR will be prepared for the project.

#### ***Responsibilities:***

**Consultant:** Assist Sponsor in determining and distributing the Initial Study and any Notice of Determination (for Negative Declaration or Mitigated Negative Declaration) or Notice of Preparation (for Environmental Impact Report). Prepare twenty (20) copies of the combined Initial Study and Notice of Determination or Notice of Preparation.

**Sponsor:** Determine whether to adopt a Negative Declaration or Mitigated Negative

Declaration, or to prepare an Environmental Impact Report.

**Product:** Twenty (20) copies of the Initial Study and Notice of Determination or Notice of Preparation.

**Task 11.3 - Additional Environmental Documentation (CEQA)**

**Description:** This task allows for the preparation of an EIR for the Master Plan Update as determined under Task 11.2. The EIR document may be focused to address a limited number of potentially significant impacts, as may have been identified in the Initial Study. The final scope of services and cost for this task will be based on additional negotiations between the Sponsor and the Consultant.

**Responsibilities:**

**Consultant:** Prepare an EIR as appropriate.

**Sponsor:** Negotiate the final scope of services and cost for the preparation of the additional environmental documentation.

**Product:** An EIR.

**Task 11.4 - Special Studies**

**Description:** During the course of the preparation of the Initial Study, consideration of the required CEQA documentation, or preparation of an EIR (should either prove necessary), the need for special studies may be identified. These may potentially include a biological assessment, air emissions dispersion analysis, aesthetics analysis, socioeconomic (demographics) analysis, and traffic analysis. This section of the Scope is intended to accommodate the preparation of these special studies, should they be required. Prior to initiation of any of these studies, the Consultant will notify the Sponsor, providing justification for work to be performed and a statement of reasonable cost to allow the Sponsor to evaluate the need for the special study and its necessity. Subsequent to this determination, the Consultant will obtain the written authorization of the Sponsor prior to proceeding with each study. The final scope of services and cost for each special study prepared under this task will be based on negotiations between the Sponsor and the Consultant.

**Responsibilities:**

**Consultant:** Identify the need and scope of each special study. Contract with a qualified individual or firm for the preparation of each special study. Coordinate the preparation of the special study.

**Sponsor:** Suggest/recommend qualified individual or firms. Negotiate the final scope of services and cost for the preparation of each special study. Authorize the preparation of each special study.

**Product:** Special studies as required.

END OF EXHIBIT A

---

**EXHIBIT B**

**TIME SCHEDULE**

The CONSULTANT shall complete the work on the Project Basic Services within Twenty-Four (24) Months from the official written notice to proceed issued by the County.

Time, during which the CONSULTANT is delayed by any public agency reviewing the Contract Documents, or by the COUNTY for any reason and not occasioned by acts or omissions of the CONSULTANT, shall not be included in the above time limitations if the CONSULTANT gives prompt notice of delays when they occur.

END OF EXHIBIT B

---

**EXHIBIT C**

**FEES and PAYMENT**

**I. FEES**

- A. The COUNTY shall compensate CONSULTANT at the Not to Exceed amount of Seven Hundred Forty-One Thousand Ninety-Four Dollars (\$741,094) to complete all services outlined in the Scope of Work and Services as detailed in EXHIBIT A. The schedule of hourly rates is fixed for the entire length of the contract period and changes or adjustments to the rates will not be allowed.

**II. PAYMENTS.** The COUNTY will make payments to the CONSULTANT as follows:

- A. Progress payments for fees due under Paragraph 1.A above will be made monthly on a presentation of an invoice for work actually completed on authorized Project Basic Services. Payments will be processed within thirty (30) days of receipt of invoice by the Department of Airports or ten (10) days from receipt of the Department of Airports



approved invoice by the Auditor-Controller's office. Each pay element will be limited to 80% of the element total until all work for that element is complete.

Exhibit C, Paragraph 1.A, Payment Schedule for Project Basic Services:

ITEM	80% Pay	100% Pay
Element 1- Initiation	\$11,739	\$14,674
Element 2 - Inventory	\$130,425	\$163,031
Element 3- Aviation Demand Forecasts	\$24,277	\$30,346
Element 4- Facility Requirements	\$23,618	\$29,522
Element 5- Airport Alternatives	\$35,160	\$43,950
Element 6- Recommended MP Concept and Capital Plan	\$42,178	\$52,723
Element 7- Airport Plans	\$50,451	\$63,064
Element 8- Environmental Considerations NEPA	\$47,058	\$58,822
Element 9- Public Coordination and Comm.	\$137,829	\$172,286
Element 10- Final Reports and Approvals	\$50,570	\$63,212
Element 11- CEQA MP Approval	\$39,571	\$49,464
<b>Total:</b>		<b>\$741,094</b>

END OF EXHIBIT C

**EXHIBIT C-1**

**FEE SCHEDULE**

**Coffman Associates, Inc.**

<b><u>Employee Category</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$300.00
Sr. Professional	\$222.00
Professional	\$190.00
Technical / Support	\$130.00

END OF EXHIBIT C-1

**EXHIBIT D  
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 VENTURA DEPARTMENT OF AIRPORTS (COUNTY) and COFFMAN ASSOICATES, 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 (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.

**AEA No. 20-08  
CONTRACT  
Exhibit D**

- 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 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 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)

**AEA No. 20-08  
CONTRACT  
Exhibit D**

- 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:

**AEA No. 20-08  
CONTRACT  
Exhibit D**

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.

09/17/2020  
Date

Matt [Signature]  
Signature

Coffman Associates  
Company Name

Principal  
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

**AEA No. 20-08  
CONTRACT  
Exhibit D**

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.

**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);

**AEA No. 20-08  
CONTRACT  
Exhibit D**

- 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))

**AEA No. 20-08**  
**CONTRACT**  
**Exhibit D**

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



**AEA No. 20-08**  
**CONTRACT**  
**Exhibit D**

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)



**AEA No. 20-08  
CONTRACT  
Exhibit D**

- 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.

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

**13. RIGHT 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.

**AEA No. 20-08**  
**CONTRACT**  
**Exhibit D**

- 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.

Date: 09/17/2020 Executed at (city/state): Scottsdale / Arizona

I declare under penalty of perjury, pursuant to the laws of the State of California, that the foregoing is true and correct to the best of my knowledge.

Matt Quinn / Principal  
Signature / Title (Company Representative)