

**CONSULTING SERVICES CONTRACT
AEA No. 22-07
Oxnard Airport – PART 150 NOISE COMPATIBILITY STUDY**

This is a Contract, made and entered into this July ____, 2022, by and between the County of Ventura, hereinafter referred to as COUNTY, and Coffman Associates, Inc., 4835 E. Cactus Road, Ste. 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.

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, 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 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 is 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 "Indemnatee"), 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.: _____

Dated: _____

Print Name and Title

Dated: _____

Print Name and Title

COUNTY: County of Ventura

Dated: _____

Keith Freitas, Director of Airports

EXHIBIT A

Scope of Services Part 150 Noise Compatibility Study

PROJECT BACKGROUND

The objective of the Noise Compatibility Study is to provide the Ventura County (Sponsor), surrounding communities, and public officials with a document outlining the baseline noise conditions and a plan to address noise related impacts in the vicinity of the airport. The Noise Compatibility Study Update will be prepared under the guidelines of 14 CFR Part 150 "Airport Noise Compatibility Planning." Coordination between the Sponsor, the local agencies, the State of California, the Federal Aviation Administration (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 noise abatement, noise mitigation, and land use planning.

DESCRIPTION

This scope of services for Oxnard Airport has been prepared to provide a detailed element and task description of the study efforts which includes Element 1, Element 2 and Optional Tasks, which are described in more detail below:

ELEMENT I – PREPARATION OF THE 14 CFR PART 150 STUDY DOCUMENTATION

TASK I-1 – INITIATION

Task I-1.1 – Prepare Work Scope and Budget

Description: Detailed descriptions of each item of work required for completion of the Noise Compatibility Study will be prepared. The product of each task will be stipulated, and the specific responsibilities of each party addressed. Each task will be evaluated to estimate the number of person-days necessary to accomplish the work efforts and will be 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 be estimated.

Responsibilities:

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

Sponsor: Review and negotiate scope of work, budget, and schedule requirements to ensure proper attention is paid to critical areas.

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

Task I-1.2 – Prepare Study Workbooks

Description: Notebooks will be provided for public outreach purposed during the study. A standard three-ring notebook will be used with a format designed to allow working papers to be inserted as the study progresses. Three (3) English and three (3) Spanish versions of the notebook will be prepared.

Responsibilities:

Consultant: Coffman Associates will design and print workbooks for the Sponsor.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment prior to distribution.

Product: Workbooks in sufficient number to meet study requirements. Up to six (6) copies are budgeted.

Task I-1.3 – Prepare Technical Information Papers

Description: Provide up to six (6) copies of detailed Technical Information Papers (TIPs). English and Spanish versions will be prepared. These papers have been organized and written by the consultant to provide basic technical information about noise and related issues. The TIPs will be distributed to all Planning Advisory Committee (PAC) members for their use in better understanding detailed technical

elements of evaluating noise impacts and planning methods of mitigating those impacts.

Responsibilities:

Consultant: Coffman Associates will print and distribute Technical Information Papers (TIPs).

Sponsor: None.

Product: Up to three (3) English and three (3) Spanish hard copies of the Technical Information Papers will be provided. Electronic versions in PDF format will also be provided in English and Spanish.

TASK I-2 – INVENTORY OF EXISTING CONDITIONS

Task I-2.1 – Secure Baseline Data and Documents

Description: Information on existing and future land use planning documents, zoning ordinances, subdivision regulations, building codes, and capital improvement programs will be secured for each government entity in the airport area through an examination of local documents and publications, interviews with local planning agencies and other appropriate personnel, and on-site inspection. In addition to obtaining land use planning information, socioeconomic data and forecasts will be assembled through consultations with local governments and planning agencies. Particular emphasis will be on data shedding light on the existing distribution and density of population in the study area and potential trends in population distribution and density. Population and housing data and forecasts will be collected for the smallest geographical area for which they are available.

Interviews will be conducted with airport officials, Oxnard Airport traffic control tower staff, aircraft operators, aviation users, and FAA personnel. This information will be used to describe the range of services and operations at the airport. Coffman Associates will develop a complete description of air traffic control and airspace at the airport and surrounding area. Particular emphasis will be given to the relationship of air traffic control procedures to potential noise abatement alternatives to be developed in the study.

In addition to obtaining information essential for preparation of a 14 CFR Part 150 Study, these interviews with land use planning agencies, transportation planning

agencies, and public works agencies for all government entities are important to gain an understanding of the local issues from their perspective, as well as start the local coordination effort.

Responsibilities:

Consultant: Coffman Associates will obtain all relevant existing documents, perform on-site inspection of facilities, and conduct interviews with local officials.

Sponsor: Assist Consultants with collection of data, including coordinating any necessary interviews. Assist Consultant with identification of relevant land use control documents.

Product: Data on airport facilities, operations, airspace and air traffic control, population, and economy for input to later tasks.

Task I-2.2 – Base Mapping

Description: Based on the local available geographic information system (GIS) digital maps, prepare a digital map of the study area. Local maps and aerial photographs will be used as necessary to ensure the map is up to date. Base maps will show the street and railroad network, major power lines, the major facilities on the airport, the airport property line, major streams and ponds, and political boundaries. This base mapping will provide the basis for detailed maps developed throughout the planning process. The maps will be prepared for use in the report, for formal submission under 14 CFR Part 150, and for public presentations.

Responsibilities:

Consultant: Coffman Associates will prepare GIS base mapping.

Sponsor: Provide Consultant with the existing airport layout plan and property map. Review consultant-developed maps.

Product: Base maps to be used throughout the study.

Task I-2.3 – Study Area Boundary

Description: Using the base map from the previous task, the boundaries of the area selected for detailed analysis will be established. The study area will generally follow the boundaries of locally established census tracts or traffic analysis zones, physiographic features, or political boundaries, and will encompass an area somewhat

larger than the anticipated 65 CNEL contour. 14 CFR Part 150 dictates the scale of this map to be 1" = 2,000 feet.

Responsibilities:

Consultant: Coffman Associates will establish a study area boundary.

Sponsor: Review the study area boundary.

Product: An established area within which all further analyses will be conducted.

Task I-2.4 – Existing Land Use

Description: Review existing GIS land use maps, aerial photography, general plans, existing easements, and other documentation of existing land use in the study area. A windshield survey will be conducted as needed to verify land uses that cannot be determined with the aerial photography. Data will be obtained for the entire study area.

Responsibilities:

Consultant: Coffman Associates will conduct work under this task.

Sponsor: Furnish Consultant with land use maps and data, as available. Review Consultant's land use map.

Product: Existing land use map and land use data for input to later tasks.

Task I-2.5 – Future Land Use Controls and Plans

Description: Review existing zoning ordinances, subdivision regulations, building codes, land use and transportation plans, area capital improvement programs, and other documentation of land use management in the study area. Tables and exhibits of the zoning, future land use plan designation, and improvement project information will be prepared.

Responsibilities:

Consultant: Coffman Associates will review and summarize reports and documents from area planning agencies and prepare GIS mapping exhibits of existing zoning and general plan land uses.

Sponsor: Review.

Product: Tables and exhibits for analysis in later tasks.

Task I-2.6 – Land Use Development Trends

Description: Based on the data collected in Tasks I-2.1, I-2.5, and interviews with local planning officials, assess the residential land use growth trends in the study area. Checks will be made of the historical market conditions, current development activities, existing infrastructure, natural constraints, and prevailing regulations to understand potential short-term and ultimate uses of land within the study area.

Responsibilities:

Consultant: Coffman Associates is responsible for this task.

Sponsor: Review.

Product: An understanding of land use growth trends and requirements in the study area.

Task I-2.7 – Working Paper No. 1, Inventory

Description: Assemble information and mapping from work efforts in Task I-2 and organize these findings into a working paper describing existing conditions in the airport area and present a preliminary assessment of issues to be addressed in the Noise Compatibility Study. This working paper will represent a draft version of Chapter One of the Noise Exposure Maps document.

Responsibilities:

Consultant: Coffman Associates is responsible for completing the narrative and graphics for the working paper and sending hard copies to the Sponsor. This working paper will be uploaded to the project website one week prior to the PAC meeting.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: A working paper covering the items outlined in the inventory element. Up to three (3) English and three (3) Spanish hard copies will be provided. Electronic versions in PDF format will also be provided in English and Spanish.

TASK I-3 – AVIATION NOISE ANALYSIS

Task I-3.1 – Field Noise Measurements

Description: A noise measurement program will be designed specifically for Oxnard Airport. The effort will be designed to meet the requirements stated in 14 CFR Part 150, Appendix A, Section A150.5. Measurements will be taken over a five-day period at no more than eight (8) sites. Noise at each site will be logged over durations ranging from 24 hours to as many as four (4) consecutive days. The locations will be chosen through coordination with Airport staff and other local interested parties.

The consultant will use a Larson Davis Model 831 Sound Level Meter (SLM) to log sound levels at the site. The Model 831 SLM is equipped to make an audio recording of an event that exceeds the programmed ambient/background noise thresholds. These thresholds will be programmed as part of the initial setup of the noise monitoring equipment. A minimum threshold of approximately 5 to 10 dB greater than the ambient level (55-60 dB) will be established for the noise measurements. This will exclude any noise event below the threshold. Additionally, a minimum event duration of three to five seconds will be set to ensure that brief events (door slam, dog barking, etc.) are not recorded. These two thresholds will focus the single noise events logged by the noise monitor on events more likely generated by aircraft overflights. Only those events which exceed both thresholds will be noted as noise events and included as part of the raw data. Single events meeting both criteria will be retained and analyzed to consider all noise present at the site, regardless of its level.

In addition, a 5-second sound file of each noise event will be saved within the instrument's memory. These 5-second sound files will be used to differentiate between aircraft and non-aircraft noise sources. Using information recording during the field measurement period, the consultant will evaluate and summarize the recorded noise events. Tables summarizing noise events will be presented using the following metrics: Lmax, Leq, SEL, and CNEL.

Responsibilities:

Consultant: Coffman Associates will coordinate with the Sponsor's staff and interested parties in requesting noise measurement locations and to conduct noise monitoring and analysis.

Sponsor: Provide input on noise measurement locations and review analysis.

Product: An analysis of up to four (4) days of noise measurement data and a comparison with Airport Environmental Design Tool (AEDT)-predicted values.

Task I-3.2 – Radar Flight Tracking and Aircraft Departure Profile Analysis

Description: In order to develop accurate, reliable, and valid noise contours, the AEDT requires the input of reasonable arrival and departure flight tracks for the airport. The flight track data will be downloaded directly from Vector Airport Systems. Flight track data will be broken down by operation type and mapped on the study area base map. Generalized flight tracks for various classes of aircraft will be developed for noise modeling based on an analysis of the raw flight track data. An aircraft profile analysis will also be prepared using the flight track data.

AEDT departure profile data will also be compared to actual aircraft profile information developed from the radar flight track data obtained earlier in this task. Up to four aircraft types will be compared based on data available from the radar flight tracking analysis. This will be used to evaluate aircraft departure profile parameters in the AEDT.

Responsibilities:

Consultant: Coffman Associates will map, analyze, and prepare the flight track and departure profile analysis.

Sponsor: Review the Consultant's analysis.

Product: Plots of up to five days of aircraft flight tracks and aircraft departure profile analysis for evaluating the aircraft departure parameters in the computerized noise model.

Task I-3.3 – Refine Operational Fleet Mix Forecasts

Description: Utilizing the current operations and the aviation forecasts from the most recent Oxnard Airport Master Plan, prepare a more detailed forecast of the aircraft fleet mix and day/night split of activity. The fleet mix projections will be developed for commercial service aircraft utilizing information such as airline fleet orders and local market trends. The general aviation fleet mix forecasts will take into account local and national trends in aircraft mix. Interviews with military units will be used to determine forecast for military aircraft. Current activity schedules and activity logs will be used in formulating the day/night activity split. The fleet mix forecasts, and day/night split of activity will be of sufficient detail to serve as input into the AEDT for forecasts of future aircraft noise exposure.

Responsibilities:

Consultant: Responsible for analyses in this task.

Sponsor: Provide operations, landing reports, and based aircraft lists as needed and review Consultant analysis.

Product: A detailed aircraft fleet mix forecast broken down by daytime and nighttime operations.

Task I-3.4 – Existing Aircraft Noise Exposure

Description: Using data from previous work tasks, aircraft noise exposure will be calculated using the latest version of the AEDT. Noise levels, at five-CNEL increments, will range from 65 CNEL to 75 CNEL. The noise contour map will represent average annual conditions for a 12-month period, ending with the month for which the most recent data are available when the forecasting analysis is started. This will be taken as an estimate of 2022 noise conditions.

Responsibilities:

Consultant: Coffman Associates is responsible for this task.

Sponsor: Review.

Product: An AEDT analysis describing noise contours at 65, 70, and 75 CNEL levels. A map of aircraft noise exposure contours for 65, 70, and 75 CNEL levels. This map provides the basis for the 2022 Noise Exposure Map which the Sponsor may submit to the FAA under 14 CFR Part 150.

Task I-3.5 – Noise Contour Comparison

Description: Noise measurement data from Oxnard Airport will be used to validate the AEDT input assumptions and existing condition noise exposure contours. An AEDT grid point analysis will be prepared for the purpose of comparing the annual average noise levels from the field noise monitor sites. This comparison will be used to provide support or justify adjustments to the AEDT input assumptions.

Responsibilities:

Consultant: Coffman Associates is responsible for this task.

Sponsor: Provide noise measurement data and review analysis.

Product: Noise contour validation analysis.

Task I-3.6 – Future Baseline Aircraft Noise Exposure

Description: Based on the refined forecasts developed in previous tasks, an AEDT contour analysis will be prepared, assuming no new noise abatement actions for the five-year forecast condition (2027).

Responsibilities:

Consultant: Coffman Associates is responsible for this task.

Sponsor: Review.

Product: Noise analyses showing CNEL 65, 70, and 75 noise contours for the five-year forecast condition. The 2027 map will be the basis for the five-year Noise Exposure Map which the Sponsor may submit to the FAA under 14 CFR Part 150.

Task I-3.7 – Long Range Aircraft Noise Exposure

Description: Based on the refined forecasts developed in previous tasks, an AEDT contour analysis will be prepared, assuming no new noise abatement actions for the 20-year forecast condition (2042).

Responsibilities:

Consultant: Coffman Associates is responsible for this task.

Sponsor: Review.

Product: Noise analyses showing CNEL 65, 70, and 75 noise contours for the 20-year forecast condition. The 2042 map will be the basis for long range land use planning and will not be submitted to the FAA under 14 CFR Part 150. It is anticipated that this noise exposure contour and supporting information will be included in an appendix.

Task I-3.8 – Working Paper No. 2, Aircraft Noise Exposure

Description: Develop a working paper summarizing the results of all tasks in this element. This paper will contain noise contour maps for the baseline existing condition. It will also include baseline noise exposure for the five-year forecast conditions. This working paper will represent a draft version of Chapter Two of the Noise Exposure Maps document.

Responsibilities:

Consultant: Coffman Associates is responsible for completing the narrative and graphics for the working paper and sending hard copies to the Sponsor. This working paper will be uploaded to the project website one week prior to the PAC meeting.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: A working paper covering the items outlined in Task I-3. Up to three (3) English and three (3) Spanish hard copies will be provided. Electronic versions in pdf format will also be provided in English and Spanish.

TASK I-4 – NOISE IMPACTS

Task I-4.1 – Land Use Impact Guidelines

Description: Land use impact guidelines for use in evaluating noise impacts will be selected. The Consultant will present options to the Sponsor with the understanding that the FAA's Land Use Compatibility Guidelines, as presented in 14 CFR Part 150 will be given significant weight. Potential variations on the FAA guidelines may be considered based on official guidelines developed through authoritative studies or by official local government agencies.

Responsibilities:

Consultant: Coffman Associates will be responsible for presenting potential and recommended land use impact criteria.

Sponsor: Review and approval of guidelines.

Product: Land use impact guidelines for use in noise impact analysis.

Task I-4.2 – Growth Risk Analysis

Description: Using the results of previous tasks completed in Element I-4, areas with the greatest potential for non-compatible development, as well as land use control inconsistencies will be identified. Growth risk areas will be categorized by type of residential land use. In addition, the potential development of non-compatible institutional uses will be identified.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A growth risk analysis, including mapping residential growth areas and potential non-compatible institutional uses in the study area.

Task I-4.3 – Land Use and Population Impacts

Description: Existing and future aircraft noise contours will be compared with existing non-compatible land use and potential future non-compatible land use. Maps for the current and forecast conditions will show the location of non-compatible land uses with respect to aircraft noise contours. Tabulations of non-compatible land uses by five-

CNEL increments will be produced from previously digitized land use and growth risk data.

The population exposed to noise will be estimated for the baseline and future year noise contours by five-CNEL increments. Impacts for the forecast years will include estimates of potential future population based on the growth risk analysis. The resulting single-number rating for each baseline noise condition will be used in comparisons with noise contours produced in subsequent analyses of potential noise abatement measures.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A map of non-compatible land uses and aircraft noise contours for the baseline condition and the five-year forecast condition. A summary of the non-compatible land uses, and population exposed to aircraft noise by five-CNEL increments from 65 to 75 CNEL.

Task I-4.4 – Working Paper No. 3, Noise Impacts

Description: Develop a working paper summarizing the results of all tasks in this element. This paper will contain noise contour maps and an analysis of noise impacts for the baseline existing condition and the five-year forecast condition. This working paper will represent a draft version of Chapter Three of the Noise Exposure Maps document.

Responsibilities:

Consultant: Coffman Associates is responsible for completing the narrative and graphics for the working paper and sending hard copies to the Sponsor. This working paper will be uploaded to the project website one week prior to the PAC meeting.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: A working paper covering the items outlined in Task 4. Up to three (3) English and three (3) Spanish hard copies will be provided. Electronic versions in PDF format will also be provided in English and Spanish.

TASK I-5 – FINAL NOISE EXPOSURE MAP REPORTS

Task I-5.1 – Draft Noise Exposure Map Documentation

Description: Organize draft final documentation in support of the Noise Exposure Maps (NEM) prepared under Tasks I-2 through I-4. All documentation required by 14 CFR Part 150, including the following, will be provided:

- revisions of working papers 1 through 3 previously distributed for review by the Sponsor and the PAC;
- a description of the consultations with airport users, planning agencies, and the public necessary to produce the Noise Exposure Maps and copies of all written comments received on the study;
- preparation of FAA's Noise Exposure Maps Checklist; and
- printed and electronic version of a draft final document.

Responsibilities:

Consultant: Coffman Associates is responsible for making revisions to the narrative and graphics for the draft NEM.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: Draft final copies of documentation in support of the Noise Exposure Maps suitable for submission to the Sponsor for review and approval. Fifteen (15) hard copies will be provided in English and fifteen (15) hard copies will be provided in Spanish. Final copies of a supplemental volume documenting the public involvement process, including all written comments received on the NEM (15 copies). Electronic PDF version of the draft final will also be prepared in English and Spanish.

Task I-5.2 – Final Noise Exposure Map Documentation

Description: Prepare final documentation in support of the NEM prepared under Tasks I-2 through I-4. All documentation required by 14 CFR Part 150, including the following, will be provided:

- revisions of Draft Noise Exposure Map Document previously distributed for review by the Sponsor;
- a description of the consultations with airport users, planning agencies, and the public necessary to produce the Noise Exposure Maps and copies of all written comments received on the study;
- printed and electronic version of a final document.

Responsibilities:

Consultant: Coffman Associates is responsible for final revisions to the narrative and graphics for the final NEM.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: Final copies of documentation in support of the NEM suitable for submission by the Sponsor to the FAA. Up to ten (10) hard copies and an electronic version in PDF format in English will be provided. Up to ten (10) hard copies and an electronic version in PDF format in Spanish will be provided. Final copies of a

supplemental volume documenting the public involvement process, including all written comments received on the NEM (up to 10 copies).

TASK I-6 – NOISE ABATEMENT ALTERNATIVES

Task I-6.1 – Noise Abatement Issues

Description: The Consultant will identify noise abatement issues at the airport based on the analysis undertaken in previous elements, consultations with airport staff and PAC, and based on comments raised at public workshops.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Identification of noise issues for consideration in the noise abatement alternatives analysis.

Task I-6.2 – Aviation Technical Conference

Description: A working session will be held among the airport management, aviation officials, airport users, and Consultant to discuss technical aspects of potential noise abatement strategies for consideration of future applications at the airport. It is expected that those attending the meeting will be the aviation specialists serving on the PAC. Additional aviation interests will be invited as necessary. The purpose is to review the Consultant's preliminary screening of noise abatement techniques and to provide a forum for presenting other noise abatement ideas.

Responsibilities:

Consultant: Coffman Associates will prepare a list of potential participants and submit to Sponsor for approval and facilitate discussions regarding noise abatement techniques. Coffman Associates will prepare meeting minutes.

Meeting minutes will be translated into Spanish.

Sponsor: Coordinate with Consultant in setting up meeting. Provide a meeting location.

Product: A joint understanding among all participants of the potential for noise abatement and the scope of the forthcoming noise abatement analysis. Summary minutes.

Task I-6.3 – Noise Abatement Analysis Criteria

Description: Based on input received through the coordination process and the Consultant's independent analysis, criteria will be developed to evaluate potential noise abatement alternatives. Criteria are expected to include noise impact reduction, airspace impacts, impacts on capacity, safety, cost, user/operator acceptability, feasibility of implementation, and legality.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Criteria for judging the acceptability, cost, and effectiveness of potential noise abatement procedures.

Task I-6.4 – Screening of Noise Abatement Alternatives

Description: Various aircraft noise abatement techniques that could be applied to the airport will be identified and screened. This will include each measure identified in 14 CFR Part 150. Additional measures drawn from use at other airports and based on input from the PAC, one-on-one coordination with aviation-related agencies and users, the Aviation Technical Conference, and other local interest groups will also be identified and screened.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A list and description of aircraft noise abatement alternatives that potentially can be effective in reducing aircraft noise exposure. Documentation of those alternatives that cannot be effective will also be developed.

Task I-6.5 – Potential Noise Abatement Alternatives and Scenarios

Description: Based on the screening results of the previous task, noise abatement procedures will be identified for potential application in the future. Detailed descriptions of the potential procedures will be developed. Opportunities for the combined use of several procedures will be identified.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Descriptions of potential operational scenarios that may be expected to reduce noise impacts in the study area.

Task I-6.6 – Noise Exposure of Abatement Alternatives/Scenarios

Description: The noise abatement scenarios identified in the previous task will be modeled using the most current version of the AEDT to produce CNEL contours. Alternatives and scenarios are expected to be based on five-year forecast conditions. Maps of each run will be prepared showing contours ranging from 65 to 75 CNEL. Supplemental noise analysis, such as grid point analysis, will be produced as the Consultant deems necessary.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Noise contour maps for each of a series of operational alternatives/scenarios.

Task I-6.7 – Land Use and Population Impacts of Alternatives

Description: Estimates of the number of noise-sensitive land uses and resident population exposed to aircraft noise, by five-CNEL increments from 65 to 75 CNEL, will be developed for each scenario modeled in the previous task, using the Consultant's computerized impact analysis system. To facilitate comparisons among the alternatives, population counts will be developed for each alternative and scenario.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Estimates of land use and population exposed to noise for each alternative.

Task I-6.8 – Working Paper No. 4, Noise Abatement Alternatives

Description: A working paper will be prepared summarizing the work done under this element. This will involve developing narrative and graphic presentation of the analyses and evaluations, explanation of results, and a final list of noise abatement alternatives deserving serious consideration for implementation. This working paper will represent a draft version of Chapter Four of the Noise Compatibility Program document.

Responsibilities:

Consultant: Coffman Associates is responsible for completing the narrative and graphics for the working paper and sending hard copies to the Sponsor. This working paper will be uploaded to the project website one week prior to the PAC meeting.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: A working paper covering the items outlined in Task I-6. Up to three (3) English and three (3) Spanish hard copies will be provided. Electronic versions in PDF format will also be provided in English and Spanish.

TASK I-7 – LAND USE ALTERNATIVES

Task I-7.1 – Land Use Management Issues

Description: The Consultant will identify land use management issues in the study area based on discussions with the airport staff and PAC and based on comments raised at public information workshops. An effort will be made to consider all key land use issues in the airport vicinity, including those related to general community development as well as to noise compatibility.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Identification of land use issues for inclusion in subsequent tasks.

Task I-7.2 – Land Use Management Technical Conference

Description: Representatives from regional and local planning agencies will be invited to a Land Use Management Technical Conference. Potential land use management alternatives will be discussed to determine their potential suitability in the study area and their feasibility for implementation. Alternatives deserving further consideration and more detailed evaluation will be identified.

Responsibilities:

Consultant: Coffman Associates will prepare a list of potential participants and submit to Sponsor for approval and facilitate discussions regarding land use management techniques. Coffman Associates will prepare meeting minutes.

Meeting minutes will be translated into Spanish.

Sponsor: Attend meeting.

Product: A joint understanding among all participants of the potential land use management measures deserving more detailed analysis and consideration. Summary minutes.

Task I-7.3 – Screening of Land Use Management Techniques

Description: This task involves the identification and screening of various land use management techniques that could be applied in the airport vicinity. Each measure specifically designated in 14 CFR Part 150 will be screened. Additional measures drawn from use at other airports and based on input from the PAC and the Land Use Technical Conference will also be identified and screened. These techniques may include, but not necessarily be limited to, changes in existing zoning districts, creation of new zoning classifications, modification of other development regulations and building codes, property and easement acquisition, sound insulation, and other mitigation measures. Criteria will be developed to evaluate possible alternatives based on the potential for impact reduction, cost, political acceptability, feasibility of implementation, and legality.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A list and documentation of land use management alternatives that may be effective in promoting land use compatibility. Documentation of those alternatives that is unlikely to be effective.

Task I-7.4 – Evaluation of Land Use Management Techniques

Description: The land use management techniques identified in the preceding task will be evaluated using the criteria set forth in that task and based on consultations with local land use planning officials.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A list and documentation of land use management techniques that can be effective in promoting land use compatibility around the airport.

Task I-7.5 – Identification of Preferred Land Use Alternatives

Description: Based on the Consultant's own evaluations and input from local land use agencies provided through the Land Use Technical Conference and one-on-one meetings, a list of land use management techniques deserving further consideration will be defined. These will be defined in relationship to the refined noise abatement alternatives from Task I-7.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Identification of land use management alternatives deserving further consideration.

Task I-7.6 – Working Paper No. 5, Land Use Alternatives

Description: A working paper summarizing the work done under this element will be prepared. This will include narrative and graphic presentation of the analyses and evaluations conducted, explanation of results, and a list of measures deserving further consideration. This working paper will represent a draft version of Chapter Five of the Noise Compatibility Program document.

Responsibilities:

Consultant: Coffman Associates is responsible for completing the narrative and graphics for the working paper and sending hard copies to the Sponsor. This working paper will be uploaded to the project website one week prior to the PAC meeting.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: A working paper covering the items outlined in Task I-7. Up to three (3) English and three (3) Spanish hard copies will be provided. Electronic versions in PDF format will also be provided in English and Spanish.

TASK I-8 – NOISE COMPATIBILITY PLAN

Task I-8.1 – Refinement of Noise and Land Use Alternatives

Description: Based on the results of local review of Working Papers 4 and 5, potential noise abatement and land use management alternatives will be refined as necessary. This may involve the preparation of additional noise abatement scenarios or the review of additional land use alternatives. This information will be included in Working Paper 6, a technical appendix, or in an addendum to Working Papers 4 or 5, as appropriate.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A refined analysis of noise abatement and land use alternatives.

Task I-8.2 – Recommended Noise Abatement Element

Description: Based on the results of previous elements and tasks, and subsequent review by the PAC and the general public, recommended noise abatement procedures will be developed. This will involve the organization of the procedures into final scenarios for the current year and five-year forecast. This information will be coded for input to the AEDT.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A complete description of recommended noise abatement procedures.

Task I-8.3 – Abated Noise Contours

Description: Using the recommended noise abatement procedures from the previous task, the forecasts of aviation activity, and the existing operational procedures for the airport, develop abated noise exposure contours. The noise contours will be developed in five-CNEL increments for current conditions and five-year forecast conditions. The contours will be developed using the AEDT.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Noise exposure contour maps incorporating the final scenario procedures, in five-CNEL increments, beginning with the 65 CNEL level, for the current year and five-year forecast.

Task I-8.4 – Identification of Residual Impacts

Description: Based upon the recommended noise abatement procedures, the number of noise-sensitive land uses, and resident population exposed to noise will be estimated. These are impacts that will remain despite all reasonable efforts to abate noise. Population impacts will be measured by the level-weighted population methodology and absolute values.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Existing and potential land use and population impacts that remain after implementation of recommended noise abatement procedures.

Task I-8.5 – Recommended Land Use Management Element

Description: Based on the results of previous elements and tasks and the input received from the PAC and the general public, final land use management recommendations will be formulated. They will be coordinated with local land use planning and regulatory agencies to ensure that they are realistic. Recommendations will identify ways to prevent, where possible, the development of new non-compatible

land uses within growth risk areas impacted by noise under the final plan. Recommendations will also be provided to mitigate any residual noise impacts that cannot be eliminated by noise abatement or by planning and regulation.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Final land use management and noise impact mitigation recommendations.

Task I-8.6 – Recommended Program Management Element

Description: Actions needed to administer, monitor, and update the Noise Compatibility Plan will be identified. These will be based on the Consultant's experience and input from the Sponsor and the local coordination process. This will be sufficient to meet 14 CFR Part 150 requirements for Noise Compatibility Programs.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: A continuing program for review and update of the Noise Compatibility Program.

Task I-8.7 – Implementation Schedule, Strategies, and Documents

Description: Based on input from the Sponsor and the local coordination process, and the Consultant's experience and in-house library of documents and materials, implementation strategies, schedules, and documents will be developed for each of the recommended measures as needed and appropriate.

Responsibilities:

Consultant: Coffman Associates will be responsible for this task.

Sponsor: Review.

Product: Recommended implementation strategies, a schedule, and documents to assist implementation.

Task I-8.8 – Working Paper No. 6, Noise Compatibility Program

Description: Develop a working paper describing the work prepared under this element. It will include the Consultant's recommendations relating to noise abatement, land use management, and program management. It will also include recommendations for scheduling and implementing the recommendations. This working paper represents the draft version of Chapter Six of the Noise Compatibility Program document.

Responsibilities:

Consultant: Coffman Associates is responsible for completing the narrative and graphics for the working paper and sending hard copies to the Sponsor. This working paper will be uploaded to the project website one week prior to the PAC meeting.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review working paper.

Product: A working paper covering the items in Element I-8. Up to three (3) English and three (3) Spanish hard copies will be provided. Electronic versions in pdf format will also be provided in English and Spanish.

Task I-8.9 – Revised Noise Compatibility Program

Description: Chapter Six, Noise Compatibility Program, will be revised based upon comments from the PAC, Public Information Workshop, and other comments pertinent to the Part 150 process and resubmitted to the PAC.

Responsibilities:

Consultant: Coffman Associates is responsible for completing the narrative and graphics for the working paper and distribution to the PAC and Sponsor. This working paper will be uploaded to the project website one week prior to the PAC meeting.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: A working paper covering the items outlined in Task I-8. Coffman Associates is responsible for revising the narrative and graphics for the working paper and sending hard copies to the Sponsor. This working paper will be uploaded to the project website one week prior to the PAC meeting.

TASK I-9 – FINAL NOISE COMPATIBILITY PROGRAM REPORTS

Task I-9.1 – Draft Noise Compatibility Program Document

Description: A document will be prepared and printed which includes the draft final working papers prepared under Tasks I-6 through I-8 (noise and land use alternatives and the noise compatibility plan) and other information required to meet submission requirements for a Noise Compatibility Program (NCP) according to 14 CFR Part 150. The work will include:

- revisions of working papers 4 through 6 previously distributed for review by the Sponsor and the PAC;
- a description of the consultations with airport users, planning agencies, and the public necessary to produce the Noise Compatibility Program and copies of all written comments received on the study;
- preparation of FAA's Noise Compatibility Program Checklist; and
- printed and electronic versions of a draft final document.

Responsibilities:

Consultant: Coffman Associates is responsible for revisions to the narrative and graphics for the draft NCP.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: Draft final copies of the Noise Compatibility Program document, suitable for submission to the Sponsor for review and approval. Up to ten (10) hard copies and an electronic version in PDF format in English will be provided. Up to ten (10) hard copies and an electronic version in PDF format in Spanish will be provided. Final copies of a supplemental volume documenting the public involvement process, including all written comments received on the NCP (up to 10 copies).

Task I-9.2 – Final Noise Compatibility Program Document

Description: A document will be prepared and printed which includes the final working papers prepared under Tasks I-6 through I-8 (noise and land use alternatives and the noise compatibility plan) and other information required to meet submission requirements for an NCP according to 14 CFR Part 150. The work will include:

- revisions of Draft Noise Compatibility Plan Document previously distributed for review by the Sponsor;
- a description of the consultations with airport users, planning agencies, and the public necessary to produce the Noise Compatibility Program and copies of all written comments received on the study;
- printed and electronic versions of a final document.

Responsibilities:

Consultant: Coffman Associates is responsible for revisions to the narrative and graphics for the final NCP.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment.

Product: Final copies of the Noise Compatibility Program document, suitable for submission by the Sponsor to the FAA. Up to ten (10) hard copies and an electronic version in PDF format in English will be provided. Up to ten (10) hard copies and an electronic version in PDF format in Spanish will be provided. Final copies of a supplemental volume documenting the public involvement process, including all written comments received on the NCP (up to 10 copies).

ELEMENT II – PUBLIC COORDINATION AND COMMUNICATION

TASK II-1 – PUBLIC COORDINATION AND COMMUNICATION

Task II-1.1 – Develop Graphic Schema and Project Website(s)

Description: Develop a customized uniform graphic schema for all presentation materials. The graphic schema will then be used for cover art, chapter headers and footers, exhibits, display boards, PowerPoint presentations, and any ancillary materials. The graphic schema will be used throughout the process to provide a uniform and professional feel to all materials.

Various project materials will be hosted on a custom project specific websites developed by the Consultant to allow public access to both English and Spanish project materials. During the planning process, draft chapters, PAC presentations, and PAC handout materials will be available on the websites. The websites will have a public involvement section which will include an FAQ section, notices of public information workshops, and a public comment section. All comments will be reviewed by the project team and pertinent comments will be addressed within the Draft and Final Noise Exposure Maps and Noise Compatibility Plan documents. The project websites will be hosted by the Consultant and a link will be available on the sponsor website. The project website will be available for the duration of the project.

Responsibilities:

Consultant: Coffman Associates will develop project specific websites. Host the project materials on a project specific website.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and comment. Link to the project website.

Product: Project websites that provide access for both English and Spanish project materials.

Task II-1.2 – Prepare Study Initiation Brochures

Description: Provide two hundred fifty (250) English and two hundred fifty (250) Spanish study initiation brochures 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 in the Part 150 planning goals and objectives of the study, as well as answer the most often asked questions about the process of conducting the study.

Responsibilities:

Consultant: Coffman Associates will write the brochure text. Coffman Associates will design and print study initiation brochures.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and approve for distribution.

Product: Up to two hundred fifty (250) English and two hundred fifty (250) Spanish study initiation brochures.

Task II-1.3 – Establish Planning Advisory Committee (PAC)

Description: Provide input on the membership of the Planning Advisory Committee (PAC). This non-voting group will be a membership of approximately 50 people. Much of the local coordination will be handled through the PAC, which is formed specifically to provide advice and feedback on the Noise Compatibility Study. The PAC will include representatives from all affected groups, including local residents, airport users, and local officials.

Responsibilities:

Consultant: Coffman Associates will provide input on membership selection

Arellano Associates will prepare and distribute invitations and maintain PAC membership list for Noise Compatibility Study support documentation.

Sponsor: Coordinate with the Consultant as necessary. Assist in the identification of potential PAC members. Send invitation letter to potential PAC members.

Product: Establishment of a Planning Advisory Committee (PAC).

Task II-1.4 – Planning Advisory Committee Meetings

Description: The Consultants and Sponsor will meet with the PAC to review working papers, to discuss study findings, and to identify issues deserving further study. Comments received during these meetings will be considered and evaluated, and where appropriate, additional analysis will be conducted in order to respond to those comments in the revised working papers. Graphic displays and handout materials will be prepared as needed to facilitate the meetings. Up to four (4) PAC meetings have been budgeted.

Responsibilities:

Consultant: Coffman Associates will prepare meeting notices to the PAC. Coffman Associates will provide presentations and necessary graphics at the meetings.

Arellano Associates will review and distribute meeting notices via email. Attend PAC meeting and facilitate PAC discussions. Prepare summary minutes.

Materials will be translated into Spanish. An interpreter will be present to facilitate communication between English and Spanish speakers.

Sponsor: Review and approve meeting notices. Arrange for meeting room. Coordinate jointly with Consultant.

Product: Up to four (4) PAC meetings with summary minutes.

Task II-1.5 – Local Coordination Meetings

Description: Meet with and give presentations to the Sponsor or other local groups as directed by the Sponsor. These meetings are expected to involve status reports on the study and presentations of final recommendations. Up to six (6) local coordination meeting trips have been budgeted during the study. It is assumed that these meetings would be held on trips other than the planned PAC meetings, Technical Conferences, and public hearing.

Responsibilities:

Consultant: Coffman Associates will provide presentations and necessary graphics at the meetings.

Arellano Associates will facilitate the meetings and will prepare summary minutes.

Materials will be translated into Spanish. If requested, an interpreter will be present to facilitate communication between English and Spanish speakers.

Sponsor: Direct/approve local coordination meetings as necessary. Arrange for meeting room if needed. Coordinate jointly with Consultant.

Product: Up to six (6) local coordination meetings.

Task II-1.6 – Public Information Workshops

Description: The working papers prepared for the Noise Compatibility Study will be presented to the general public at public information workshops. The workshops will be held after the PAC meetings (on the same day). Up to four (4) workshops have been budgeted.

Notification of the workshops will be accomplished using press releases, newspaper advertising, and e-mailing to interested citizens, neighborhood associations, and other groups in the area that may have an interest in the Noise Compatibility Study.

If needed, arrangements will be made to offer public participation in these meetings in either a hybrid (in-person and virtual) or completely virtual format.

Responsibilities:

Consultant: Coffman Associates will prepare press releases for the Sponsor. Coffman Associates will prepare mock-ups of meeting advertisements. Coffman Associates will prepare technical presentations and related graphics for the meetings.

Arellano Associates will arrange and pay for placement of ads in three local newspapers. It is assumed that the advertisements will be published on two days in each of the three newspapers prior to the scheduled meeting. Arellano Associates will facilitate meetings including staffing the sign-in table and will prepare summary minutes of meetings.

Materials will be translated into Spanish. An interpreter will be present to facilitate communication between English and Spanish speakers.

Sponsor: Review, approve, and send press releases to local media. Approve mock-ups of meeting advertisements. Arrange and pay for meeting room.

Product: News releases, meeting advertisements, display boards, and charts. Up to four (4) sets of public information workshops and summary minutes.

Task II-1.7 – Public Hearing

Description: One public hearing will be held on the recommended Noise Compatibility Plan to solicit comments from the public. Comments received at the hearing will be included in the final NCP documentation. The format of the hearing will be designed to encourage maximum two-way communication while discouraging a confrontational situation. The format can be selected from a variety of options, including incorporating the formal hearing with an informal workshop. The budget is based on a one-day hearing held with a public information workshop. This hearing/workshop is in addition to the workshops provided for in Task II-1.6.

If needed, arrangements will be made to offer public participation in this meeting in either a hybrid (in-person and virtual) or completely virtual format.

Responsibilities:

Consultant: Coffman Associates will prepare mock-ups of a legal notice and display advertisement.

Arellano Associates will distribute notices of the public hearing to members of the PAC and those on the public information workshop mailing list. Arellano Associates will arrange and pay for publication of legal notices two times before the public hearing in three newspapers of general circulation in the area. Arrange for hearing officer to moderate hearing. Arrange and pay for preparation of the public hearing transcript.

Materials will be translated into Spanish. An interpreter will be present to facilitate communication between English and Spanish speakers.

Sponsor: Arrange and pay for meeting room. Approve meeting notices and advertisements.

Product: Public hearing, transcript of hearing.

Task II-1.8 – Responses to Public Hearing Comments

Description: Responses will be prepared to all comments raised at the public hearing and submitted in writing during the official comment period on the Noise Compatibility Study.

Responsibilities:

Consultant: Coffman Associates will prepare responses to comments and submit them to the Sponsor for review.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and approve responses to comments.

Product: Responses to comments received at the public hearing for inclusion with Noise Compatibility Program documentation.

Task II-1.9 – Federal Aviation Administration Project Coordination

Description: FAA coordination is necessary throughout the development of the Noise Compatibility Plan document development. This task includes all conference calls, correspondence, comment reviews, comment responses, status requests, status reports, special meetings, and requested document revisions.

Responsibilities:

Consultant: Coffman Associates is responsible for this task.

Sponsor: Direct/approve FAA coordination as necessary.

Product: FAA coordination as necessary throughout the preparation of the Noise Compatibility Plan.

Task II-1.10 – Noise Compatibility Program Summary Brochure

Description: Prepare narrative and graphics for a brochure summarizing the Noise Compatibility Study in both English and Spanish. The brochure will summarize the study process, the scope of noise issues, and the recommendations of the Noise Compatibility Program. It will include a summary of past noise abatement efforts at the airport and will explain how noise has changed through the years. The brochure will be printed in full color and will not exceed eight to twelve pages. It will be designed for widespread distribution to the public.

Responsibilities:

Consultant: Coffman Associates will write the copy for the summary brochure. Coffman Associates will design and print a summary brochure.

Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review and distribute.

Product: Up to two hundred fifty (250) English and two hundred fifty (250) Spanish copies of summary report.

OPTIONAL TASKS

Optional Task 1 – AEDT Flight Track Maps

Description: 14 CFR Part 150, Appendix A, Section 103(b[1]) states, “A map of the airport and its environs at an adequately detailed scale (not less than 1 inch to 2,000 feet) indicating runway length, alignments, landing thresholds, takeoff start-of-roll points, airport boundary, and flight tracks out to at least 30,000 feet from the end of each runway” must be obtained for input to the calculation of noise exposure contours. FAA has interpreted this section as a requirement to include flight track mapping exhibits at 1 inch to 2,000 feet that depict tracks 30,000 feet off each runway end in the Noise Exposure Maps (NEM) documentation. Exhibits for Oxnard Airport are anticipated to be approximately 36” x 48”.

Responsibilities:

Consultant: Coffman Associates will prepare extended flight track map exhibits.

Sponsor: Review.

Product: Prepare extended flight track map exhibits.

Optional Task 2 – Prepare Aviation Demand Forecasts

Description: Develop aviation 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 relatively 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) Operational mix by type and Airport Reference Code/Runway Design Code
- d) Peak hour operations.
- e) Annual instrument approaches (AIAs).

- f) Critical design aircraft.

Responsibilities:

Consultant: Coffman Associates will prepare aviation demand forecast. Arellano Associates will review content prepared by Coffman Associates to ensure the technical content is presented in a manner that is clear and easily understood by a wide range of audiences.

Materials will be translated into Spanish.

Sponsor: Review.

Product: Prepare extended flight track map exhibits.

EXHIBIT B

SCHEDULE OF COMPLETION

The CONSULTANT shall complete the work on the Project Elements 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 or FAA 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.

EXHIBIT C

FEES AND PAYMENT

I. FEES

- A.** Payment for work outlined in this Scope of Services shall be a lump sum not to exceed Seven Hundred Seventy Thousand Nine Hundred Forty-Three Dollars (\$770,943).

These fees shall include all labor, materials, expenses, and incidentals necessary to complete the work as described herein. A Project Cost Breakdown is included as Exhibit C-1 to this Scope of Services.

II. PAYMENTS

The COUNTY will make payments to the CONSULTANT as follows:

Progress payments will be made monthly upon presentation of an invoice and completed COUNTY claim form in accordance with “Fees and Payment” for work actually completed, but not exceeding 80 percent (80%) of the fee allocated for a stage until the completion of the work for that stage. Payments will be processed within thirty (30) days of receipt of invoice and completed COUNTY claim form, or ten (10) days from receipt of invoice and completed COUNTY claim form by the Auditor-Controller’s office.

Part A – Basic Services	<u>Fee Allocation</u>	
	80%	100%
Element 1	\$323,378	\$404,222
Element 2	\$267,334	\$334,167
Optional Tasks	\$26,043	\$32,554
Total		\$770,943

**EXHIBIT C-1
PROJECT COSTS
14 CFR PART 150 STUDY UPDATE
OXNARD AIRPORT**

	PRIME CONSULTANT (Hourly Rate)						
	Principal	Senior Professional	Professional	Technical	Total Labor	Expenses	TOTAL
	\$292	\$268	\$158	\$120			
ELEMENT I- PREPARATION OF THE 14 CFR PART 150 STUDY DOCUMENTATION							
Task I- 1 - INITIATION							
Task I- 1.1 Prepare Work Scope and Budget	4		4	4	\$2,280		\$2,280
Task I- 1.2 Prepare Study Workbooks (6)				16	\$1,920	\$200	\$2,120
Task I- 1.3 Prepare Technical Information Papers (6)				8	\$960	\$250	\$1,210
Subtotal	4	0	4	28	\$5,160	\$450	\$5,610
Task I-2 - INVENTORY OF EXISTING CONDITIONS							
Task I- 2.1 Secure Baseline Data and Documents	4	8	24	32	\$10,944	\$2,500	\$13,444
Task I- 2.2 Base Mapping		16	16	32	\$10,656		\$10,656
Task I- 2.3 Study Area Boundary		4	8	8	\$3,296		\$3,296
Task I- 2.4 Existing Land Use		16	16	32	\$10,656		\$10,656
Task I- 2.5 Future Land Use Controls and Plans		16	8	24	\$8,432		\$8,432
Task I- 2.6 Land Use Development Trends		8	16	16	\$6,592		\$6,592
Task I- 2.7 Working Paper No.1, INVENTORY (6)	4	8	16	32	\$9,680	\$160	\$9,840
Subtotal	8	76	104	176	\$60,256	\$2,660	\$62,916
Task I-3 - AVIATION NOISE ANALYSIS							
Task I- 3.1 Field Noise Measurements		8	56	80	\$20,592	\$4,500	\$25,092
Task I- 3.2 Radar Flight Tracking and Aircraft Departure Profile Analysis		8	16	16	\$6,592		\$6,592
Task I- 3.3 Refine Operational Fleet Mix Forecasts		16	8		\$5,552		\$5,552
Task I- 3.4 Existing Aircraft Noise Exposure			40	24	\$9,200		\$9,200
Task I- 3.5 Noise Contour Comparison			8	8	\$2,224		\$2,224
Task I- 3.6 Future Baseline Aircraft Noise Exposure			32	16	\$6,976		\$6,976
Task I- 3.7 Long Range Aircraft Noise Exposure			32	16	\$6,976		\$6,976
Task I- 3.8 Working Paper No.2, AIRCRAFT NOISE EXPOSURE (6)	4	8	16	32	\$9,680	\$160	\$9,840
Subtotal	4	40	208	192	\$67,792	\$4,660	\$72,452
Task I-4 - NOISE IMPACTS							
Task I- 4.1 Land Use Impact Guidelines		8			\$2,144		\$2,144
Task I- 4.2 Growth Risk Analysis			8	16	\$3,184		\$3,184
Task I- 4.3 Land Use and Population Impacts			16	16	\$4,448		\$4,448
Task I- 4.4 Working Paper No. 3, NOISE IMPACTS (6)	4	16	16	16	\$9,904	\$160	\$10,064
Subtotal	4	24	40	48	\$19,680	\$160	\$19,840
Task I-5 - NOISE EXPOSURE MAP REPORTS							
Task I- 5.1 Draft Noise Exposure Map Documentation (30/30/30)	4	4	8	24	\$6,384	\$4,000	\$10,384
Task I- 5.2 Final Noise Exposure Map Documentation (20/20/20)	4	4	8	16	\$5,424	\$2,600	\$8,024
Subtotal	8	8	16	40	\$11,808	\$6,600	\$18,408
Task I-6 - NOISE ABATEMENT ALTERNATIVES							
Task I- 6.1 Noise Abatement Issues	4	8			\$3,312		\$3,312
Task I- 6.2 Aviation Technical Conference	12	12		8	\$7,680	\$2,400	\$10,080
Task I- 6.3 Noise Abatement Analysis Criteria		8	8		\$3,408		\$3,408
Task I- 6.4 Screening of Noise Abatement Alternatives		8	8		\$3,408		\$3,408
Task I- 6.5 Potential Noise Abatement Alternatives and Scenarios		8	16	16	\$6,592		\$6,592
Task I- 6.6 Noise Exposure of Abatement Alternatives/Scenarios		8	24	16	\$7,856		\$7,856
Task I- 6.7 Land Use and Population Impacts of Alternatives			16	24	\$5,408		\$5,408
Task I- 6.8 Working Paper No.4, NOISE ABATEMENT ALTS (6)	4	8	16	32	\$9,680	\$160	\$9,840
Subtotal	20	60	88	96	\$47,344	\$2,560	\$49,904

EXHIBIT C-1
PROJECT COSTS
14 CFR PART 150 STUDY UPDATE
OXNARD AIRPORT

		PRIME CONSULTANT (Hourly Rate)						TOTAL
		Principal	Senior Professional	Professional	Technical	Total Labor	Expenses	
		\$292	\$268	\$158	\$120			
Task I-7 - LAND USE ATERNATIVES								
Task I- 7.1	Land Use Management Issues	4	8			\$3,312		\$3,312
Task I- 7.2	Land Use Management Technical Conference	12	12		8	\$7,680	\$1,500	\$9,180
Task I- 7.3	Screening of Land Use Management Techniques		4			\$1,072		\$1,072
Task I- 7.4	Evaluation of Land Use Management Techniques		8	16	16	\$6,592		\$6,592
Task I- 7.5	Identification of Preferred Land Use Alternatives		8	16	16	\$6,592		\$6,592
Task I- 7.6	Working Paper No.5, LAND USE ALTERNATIVES (6)	4	8	16	32	\$9,680	\$160	\$9,840
Subtotal		20	48	48	72	\$34,928	\$1,660	\$36,588
Task I-8 - NOISE COMPATIBILITY PROGRAM								
Task I- 8.1	Refinement of Noise and Land Use Alternatives		8	8	8	\$4,368		\$4,368
Task I- 8.2	Recommended Noise Abatement Element		8	16	8	\$5,632		\$5,632
Task I- 8.3	Abated Noise Contours			24	16	\$5,712		\$5,712
Task I- 8.4	Identification of Residual Impacts			8	8	\$2,224		\$2,224
Task I- 8.5	Recommended Land Use Management Element		8			\$2,144		\$2,144
Task I- 8.6	Recommended Program Management Element		8			\$2,144		\$2,144
Task I- 8.7	Implementation Schedule, Strategy and Documents		8	8		\$3,408		\$3,408
Task I- 8.8	Working Paper No.6, NOISE COMPATIBILITY PROGRAM (6)	8	8	16	32	\$10,848	\$160	\$11,008
Task I- 8.9	Revised NOISE COMPATIBILITY PROGRAM Chapter	4	8	16	32	\$9,680	\$160	\$9,840
Subtotal		12	56	96	104	\$46,160	\$320	\$46,480
Task I-9 - NOISE COMPATIBILITY PROGRAM REPORTS								
Task I- 9.1	Draft Noise Compatibility Program Document (20/20/30)	4	4	16	24	\$7,648	\$1,000	\$8,648
Task I- 9.2	Final Noise Compatibility Program Documentation (20/20/20)	4	4	16	24	\$7,648	\$1,000	\$8,648
Subtotal		8	8	32	48	\$15,296	\$2,000	\$17,296
ELEMENT II- PUBLIC COORDINATION AND COMMUNICATION								
TASK II-1 PUBLIC COORDINATION AND COMMUNICATION								
Task II- 1.1	Develop Graphic Schema and Project Website(s)		4	4	8	\$2,664		\$2,664
Task II- 1.2	Prepare Study Initiation Brochures (250/250)	4	4	8	8	\$4,464	\$1,500	\$5,964
Task II- 1.3	Establish Planning Advisory Committee (PAC)	4	4			\$2,240		\$2,240
Task II- 1.4	Planning Advisory Committee Meetings (4)	48	32		8	\$23,552	\$12,000	\$35,552
Task II- 1.5	Local Coordination Meetings (6)	96			12	\$29,472	\$5,400	\$34,872
Task II- 1.6	Public Information Workshops (4)	48	48		32	\$30,720	\$800	\$31,520
Task II- 1.7	Public Hearing (1)	24	16		8	\$12,256	\$2,500	\$14,756
Task II- 1.8	Responses to Public Hearing Comments	8	16	16	8	\$10,112		\$10,112
Task II- 1.9	Federal Aviation Administration Project Coordination	32	16	16	16	\$18,080	\$2,500	\$20,580
Task II- 1.10	Noise Compatibility Program Summary Brochure	0	8	16	16	\$6,592	\$2,500	\$9,092
Subtotal		264	148	60	116	\$140,152	\$27,200	\$167,352

EXHIBIT C-1
PROJECT COSTS
14 CFR PART 150 STUDY UPDATE
OXNARD AIRPORT

TOTAL STUDY COSTS BY ELEMENT

Coffman Associates						Labor	Expenses	Total
Task I-1	INITIATION	4	0	4	28	\$5,160	\$450	\$5,610
Task I-2	INVENTORY OF EXISTING CONDITIONS	8	76	104	176	\$60,256	\$2,660	\$62,916
Task I-3	AVIATION NOISE ANALYSIS	4	40	208	192	\$67,792	\$4,660	\$72,452
Task I-4	NOISE IMPACTS	4	24	40	48	\$19,680	\$160	\$19,840
Task I-5	NOISE EXPOSURE MAP REPORTS	8	8	16	40	\$11,808	\$6,600	\$18,408
Task I-6	NOISE ABATEMENT ALTERNATIVES	20	60	88	96	\$47,344	\$2,560	\$49,904
Task I-7	LAND USE ALTERNATIVES	20	48	48	72	\$34,928	\$1,660	\$36,588
Task I-8	NOISE COMPATIBILITY PROGRAM	12	56	96	104	\$46,160	\$320	\$46,480
Task I-9	FINAL NOISE COMPATIBILITY PRGRAM REPORTS	8	8	32	48	\$15,296	\$2,000	\$17,296
ELEMENT I TOTAL		88	320	636	804	\$308,424	\$21,070	\$329,494
Task II-1	PUBLIC COORDINATION AND COMMUNICATION	264	148	60	116	\$140,152	\$27,200	\$167,352
ELEMENT II TOTAL		264	148	60	116	\$140,152	\$27,200	\$167,352
PRIME GRAND TOTAL		352	468	696	920	\$448,576	\$48,270	\$496,846

Subconsultant				Labor	Expenses	Total
Arellano Associates - Public Outreach and Translation Services				\$131,453	\$110,091	\$241,544
Project Total				\$580,029	\$158,361	\$738,390
Project Total With Optional Tasks				\$608,707	\$162,236	\$770,943

Arellano Associates PUBLIC OUTREACH AND TRANSLATION		Principal	Project Manager	Sr. Project Coord. 1	Graphics Lead	Project Coord.	Total Labor	Expenses	Total
		\$305	\$165	\$160	\$127	\$81			

ELEMENT I

Task I- 1.2	Prepare Study Workbooks (6)	1	11	0	2	8	\$3,029	\$2,200	\$5,229
Task I- 2.7	Working Paper No.1, INVENTORY (6)	1	13	0	2	10	\$3,522	\$3,100	\$6,622
Task I- 3.8	Working Paper No.2, AIRCRAFT NOISE EXPOSURE (6)	1	10	0	2	6	\$2,701	\$2,200	\$4,901
Task I- 4.4	Working Paper No. 3, NOISE IMPACTS (6)	1	9	0	2	3	\$2,291	\$1,000	\$3,291
Task I- 5.1	Draft Noise Exposure Map Documentation (30/30/30)	1	15	0	2	16	\$4,341	\$4,500	\$8,841
Task I- 5.2	Final Noise Exposure Map Documentation (20/20/20)	1	15	8	2	16	\$5,619	\$4,300	\$9,919
Task I- 6.8	Working Paper No.4, NOISE ABATEMENT ALTS (6)	1	13	0	2	10	\$3,522	\$2,800	\$6,322
Task I- 7.6	Working Paper No.5, LAND USE ALTERNATIVES (6)	1	11	0	2	8	\$3,029	\$2,300	\$5,329
Task I- 8.8	Working Paper No.6, NOISE COMPATIBILITY PROGRAM (6)	1	10	0	2	6	\$2,701	\$1,500	\$4,201
Task I- 8.9	Revised NOISE COMPATIBILITY PROGRAM Chapter	1	9	0	2	4	\$2,373	\$500	\$2,873
Task I- 9.1	Draft Noise Compatibility Program Document (20/20/30)	1	11	0	2	8	\$3,029	\$2,300	\$5,329
Task I- 9.2	Final Noise Compatibility Program Documentation (20/20/20)	1	19	12	2	24	\$7,571	\$4,300	\$11,871
ELEMENT I TOTAL		12	146	20	24	119	\$43,728	\$31,000	\$74,728

ELEMENT II

Task II- 1.1	Develop Graphic Schema and Project Website(s)	1	7	0	2	4	\$2,042	\$450	\$2,492
Task II- 1.2	Prepare Study Initiation Brochures (250/250)	1	8	0	2	6	\$2,370	\$700	\$3,070
Task II- 1.3	Establish Planning Advisory Committee (PAC)	1	9	8	0	16	\$4,373	\$200	\$4,573
Task II- 1.4	Planning Advisory Committee Meetings (4)	1	15	20	0	40	\$9,235	\$11,212	\$20,447
Task II- 1.5	Local Coordination Meetings (6)	1	35	60	0	90	\$23,000	\$21,624	\$44,624
Task II- 1.6	Public Information Workshops (4)	3	55	60	0	150	\$31,800	\$32,952	\$64,752
Task II- 1.7	Public Hearing (1)	3	20	20	0	40	\$10,672	\$9,553	\$20,225
Task II- 1.8	Responses to Public Hearing Comments	1	9	0	0	8	\$2,444	\$1,700	\$4,144
Task II- 1.10	Noise Compatibility Program Summary Brochure	1	7	0	0	4	\$1,788	\$700	\$2,488
ELEMENT II TOTAL		13	165	168	4	358	\$87,724	\$79,091	\$166,815
Arellano Associates Total							\$131,453	\$110,091	\$241,544

OPTIONAL TASKS		Hourly Rates				Total Labor	Expenses	Total
		Principal	Senior Professional	Professional	Technical			
Coffman Associates		\$292	\$268	\$158	\$120			
Opt. Task 1 AEDT Flight Track Maps				8	24	\$4,144	\$1,000	\$5,144
Opt. Task 2 Prepare Aviation Demand Forecasts		8	44	24	32	\$21,760	\$500	\$22,260
		Principal	Project Manager	Sr. Project Coord. 1	Graphics Lead	Project Coord.		
Arellano Associates		\$305	\$165	\$160	\$127	\$81		
Opt. Task 2 Prepare Aviation Demand Forecasts		1	11			8	\$2,775	\$2,375
Optional Task Total							\$28,679	\$3,875
								\$32,554

**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 Associates, Inc., 4835 E. Cactus Road, Ste. 235 Scottsdale, AZ 85254 (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.
- 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 nonresponsive determination may results in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

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

c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

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

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

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

Date

Signature

Company Name

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

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

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

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

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

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

- 1. To 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 nonresponsive 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 than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

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

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

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

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

Date

Signature

Company Name

Title

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

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

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

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where

Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

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

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

5. CIVIL RIGHTS – TITLE VI ASSURANCES

Title VI Clauses for Compliance with Nondiscrimination Requirements

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

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

- 1). **Compliance with Regulations:** The CONSULTANTs will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2). **Non-discrimination:** The CONSULTANT, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3). **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- 4). **Information and Reports:** The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the COUNTY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- 5). **Sanctions for Noncompliance:** In the event of a CONSULTANT's noncompliance with the Nondiscrimination 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 nondiscrimination statutes and authorities; including but not limited to:

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

- 8). Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9). The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10). Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11). Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 12). Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

6. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

7. CLEAN AIR AND WATER POLLUTION CONTROL.

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

CONSULTANT and subcontractors agree:

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

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

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS.

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

- 1). Overtime Requirements.

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

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

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

- 3). Withholding for Unpaid Wages and Liquidated Damages.

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

- 4). Subcontractors.

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

any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

9. DISADVANTAGED BUSINESS ENTERPRISES

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

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

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

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

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES. (Reference:49 CFR part 20, Appendix A)

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

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

13. 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.
- 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: _____ Executed at (city/state): _____

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.

Signature / Title (Company Representative)