

**CONSULTING SERVICES CONTRACT
AEA No. 23-05
Oxnard Airport – REPACKAGE AND CONSTRUCTION PHASING DESIGN FOR THE
RECONSTRUCTION OF TAXIWAY CONNECTORS A-E**

This is a Contract, made and entered into this March ____, 2023, by and between the County of Ventura, hereinafter referred to as COUNTY, and Jviation, a Woolpert Company, 720 South Colorado Boulevard, Ste. 1200-S Glendale, CO 80246, 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" guidelines, attached hereto as "Exhibit C".
4. COUNTY, Federal Aviation Administration (FAA), Comptroller General of the United States or any duly authorized representative shall have the right to review the work being performed by CONSULTANT under this Contract at any time during COUNTY's usual working hours. A review of the work in progress shall not relieve the

CONSULTANT of responsibility for the accuracy and completeness of the work performed under this Contract.

5. COUNTY or any duly authorized representative shall have the right to review the work being performed by CONSULTANT under this Contract at any time during COUNTY's usual working hours. A review of the work in progress shall not relieve the CONSULTANT of responsibility for the accuracy and completeness of the work performed under this Contract.
6. This Contract is for the professional services of CONSULTANT and is non-assignable by CONSULTANT without prior consent by COUNTY in writing except that CONSULTANT may assign money due or which will accrue to CONSULTANT under this Contract. If given written notice, COUNTY will recognize such assignment to the extent permitted by law, but any assignment of money shall be subject to all proper setoffs and withholdings in favor of the COUNTY and to all deductions provided for in this Contract. All money withheld, whether assigned or not, shall be subject to being used by COUNTY for completion of the work, should the Contract be in default. Such professional services shall be actually performed by, or shall be immediately supervised by a Vice President of CONSULTANT.

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

7. COUNTY retains the right to terminate this Contract for any reason prior to completion by notifying CONSULTANT in writing, and by paying charges accumulated prior to such termination. Such charges shall be limited to the maximum fee specified in "Exhibit C" for completion of any separately identified phase of the work which, at the time of termination, has been started by request of COUNTY.
8. On completion or termination of Contract, COUNTY shall be entitled to immediate possession of, and CONSULTANT shall furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by CONSULTANT for this particular project prior to any termination. No documents prepared pursuant to this Contract or any modifications thereof shall be copyrighted by CONSULTANT or by COUNTY. CONSULTANT may retain copies of said original documents for CONSULTANT's files.
9. CONSULTANT is authorized to place the following statement on the drawings or specifications prepared pursuant to this Contract:

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

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

CONSULTANT shall promptly inform COUNTY of any contract, arrangement, or interest that CONSULTANT may enter into or have (other than this Contract) related to the 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 "Indemnitee"), against any and all claims, lawsuits, judgments, debts, demands or liabilities that arise out of, pertain to, or relate to the CONSULTANT's negligence, recklessness or willful misconduct in the performance of this Contract to the fullest extent allowed by law.
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) Worker's Compensation insurance in full compliance with California law for all employees of CONSULTANT in the minimum amount of \$500,000.
 - 3) Professional Liability (Errors and Omissions) insurance shall provide a minimum of \$2,000,000 coverage for each occurrence or \$4,000,000 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 the CONSULTANT'S administrative remedies by attempting to resolve the dispute with COUNTY's staff in the following sequence, as further explained below:

1. Project Coordinator; and then, if necessary,
2. 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: Jviation, a Woolpert Co. 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

**Repackage And Construction Phasing Design and Bidding For
The Reconstruction Of Taxiway F At Oxnard Airport**

PROJECT BACKGROUND

This Scope of Services consists of preparing Construction Plans, Contract Documents, and Technical Specifications, along with Bidding, for the Reconstruction of Taxiway F Project. The proposed construction for this project was previously bid as components of a larger project that were not awarded due to funding. The taxiway reconstruction project will be re-packaged into one schedule of work. This scope of work is for the consulting services provided by the Consultant for the County. See Exhibit No. 1 below for the project location.

The as-bid construction cost for the reconstruction of Taxiway F under AIP Project No. 3-06-0179-038- 2020 ranged from \$9,985,545.00 to \$14,416,562.50. It should be noted that the bid prices shown above do not include any phased construction schedule, as the original project would have accomplished the work during a planned full closure of the runway and taxiways. For the rebid of the Reconstruction of Taxiway F project, work will be phased to minimize runway and airport closures which will include night work, phased taxiway completion, and other possible phasing requirements which might impact project construction costs. The as-bid construction budgets shown above do not include administrative, legal, or professional fees.

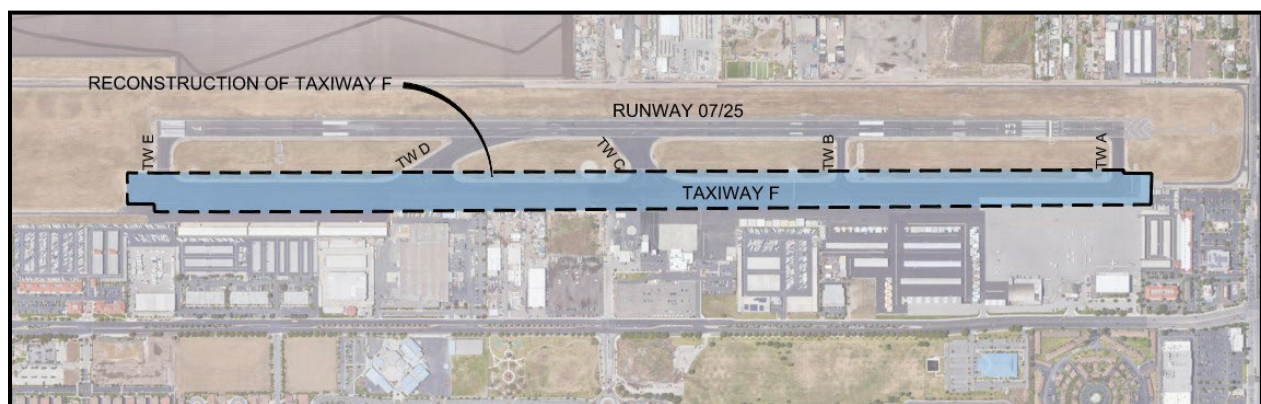


EXHIBIT NO. 1

DESCRIPTION

This project consists of the re-packaging with select design elements and bidding of the Taxiway F reconstruction project. The project limits include Taxiway F and transition work along the connector taxiways to tie into existing grades. The existing asphalt pavement is showing signs of distress and is creating foreign object debris (FOD) which is hazardous to aircraft and airport users. The improvements to the existing taxiway pavement are necessary to improve safety at the airport. Improvements and adjustments to taxiway edge lighting system, airfield guidance signs, storm sewer system and a new underdrain system will also be included.

The engineering fees for this project will consist of Part A-Basic Services which includes; 1) Preliminary Design Phase, 2) Design Phase, 3) Bidding Phase, and Reimbursable Costs During Design and Bidding. Part A and the three phases are described in more detail below.

PART A - BASIC SERVICES consists of the Preliminary Design Phase, Design Phase, and Bidding Phase, all invoiced on a lump sum basis.

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the County and FAA. Meetings with the County and the FAA will take place to determine critical project dates, establish the proposed design schedule and AIP development schedule, review environmental component(s), determine the feasibility of the proposed project and to establish the need for topographical surveying, pavement investigation and/or geotechnical testing. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction and identify any special requirements for the project. It is anticipated that there will be up to four meetings with the County and/or the FAA throughout the course of the design.

1.02 Prepare Project Scope of Work and Coordinate Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the County and may be subject to an independent fee estimate conducted by a third party hired by the County. This task also includes coordinating with the County on the contract for this project.

1.03 Prepare Preliminary Cost Estimating. Not Applicable. The as-bid data from the OXR AIP 038 project will be utilized for the preliminary construction cost estimate.

1.04 Provide Project Coordination. The Consultant shall provide project management and coordination services to ensure the completion of the design. These duties include:

- Time the Consultant spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- The Consultant will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Consultant will prepare and submit monthly invoicing.

The Consultant will complete the following tasks:

- Provide the Consultant with a monthly Project Status Report (PSR), in writing, reporting on Consultant's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

1.05 Review Existing Documents. The Consultant will gather and review existing available documentation that may be relevant to the project, including, but not limited to, record drawings (as-builts), design reports, final reports, utility reports/maps and previous surveys. The Consultant may use relevant information from this review to coordinate the design and topographical survey for the project.

1.06 Coordinate with Geotechnical Investigation Consultant. This task includes coordination with the geotechnical consultant regarding the lime and/or cement treatment of the existing subgrade material.

1.07 Coordinate State Grant Application with County. This task consists of coordinating with the County on the state grant application, which includes the following:

- Prepare Project Financial Information.
- Prepare Project Sketch (11" x 17").

The County will submit the grant application to the CALTRANS Aeronautics' Division.

1.08 Prepare Federal Grant Application. This task consists of preparing the federal grant application. The application will be submitted during the initial portion of the project. Preparation of the application includes the following:

- Prepare Federal 424 form.
- Prepare Federal Form 5100 – II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (11" x 17").
- Include preliminary cost estimate.
- Include the existing Exhibit "A" Property Map.
- Include the Sponsor's certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include Title VI pre-award checklist.
- Include current FAA advisory circulars required for use in AIP funded projects.

The Consultant shall submit the grant application to the County for approval and signatures. After obtaining the necessary signatures, the County or Consultant shall forward a copy of the signed application to the FAA for further processing.

1.10 Prepare Environmental Documentation. Not Applicable. The FAA has determined that a Categorical Exclusion (CATEX) applies to the project according to FAA orders 1050.1F and 5050.4B. The project was environmentally approved on January 27, 2021, through a documented CATEX completed under AIP-038. The environmental conditions and scope of the project have not changed since the original environmental determination. The environmental exhibit created as part of the previously approved CATEX will be reviewed for accuracy and referenced throughout this project.

1.11 Prepare Disadvantaged Business Enterprise (DBE) Program and Goal. The County has an established Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The current DBE program has not been updated since **2020**. In order to be in compliance with 49 CFR Part 26, the program will be amended. The Consultant shall assist the County with this task. The Consultant will research the current state highway certified DBE listings and local area contractors to determine the availability of potential DBE contractors. The Consultant will prepare preliminary construction cost estimates and establish potential DBE work tasks. The Consultant will finalize the DBE goal work sheets for the County for submittal to the FAA Civil Rights Office for approval. Preparation of the amended DBE program will include the following tasks:

- Prepare preliminary program with County specific information.
- Compile additional information from County to finalize program.
- Revise program after County review.
- Submit program to FAA/Civil Rights Office (CRO); revise per CRO review.
- Resubmit Program to CRO for final approval.
- Calculate base figure for DBE goal.
- Adjust base figure for DBE goal.
- Calculate Race Neutral and Race Conscious DBE goals.
- Consultation and Publication for DBE goals.
- Submit DBE goal to CRO.
- Revise DBE goals after County and FAA review.

1.12 Coordinate County/FAA Reimbursable Agreement. A reimbursable agreement is a contractual agreement between the County and FAA for materials, supplies, equipment and services the FAA provides to the County. This task includes providing information to the County for the administration and completion of the reimbursable agreement between the County and FAA, including diagrams/sketches, ROM cost estimates, project schedules, etc.

The process to establish a reimbursable agreement can take on average up to 10-12 months. To avoid unnecessary delays, it is recommended the County initiate this process during the planning and project formulation phases of the project. The costs necessary to mitigate any impacts to FAA owned equipment caused by the County's AIP funded development project are eligible for reimbursement under the AIP.

1.13 Prepare Quarterly Performance Reports – Design. Federal Regulation 49 CFR Part 18 establishes uniform administrative requirements for grants to State and Local Governments. Sub-part 18.40 addresses monitoring and reporting requirements for the County. The Consultant will assist the County in managing grant activities to ensure compliance with applicable Federal requirements. The Consultant will submit a quarterly performance report while the grant is active. It is estimated there will be two quarterly performance reports completed during the design phase of this project.

| TASK 1 DELIVERABLES | TO FAA | TO COUNTY |
|--|---------------|------------------|
| 1.01 Meeting Agendas, AIP Development Schedule and Meeting Minutes from Pre-Design Meeting | ✓ | ✓ |
| 1.02 Scope of Work and Coordinate Contract with County | ✓ | ✓ |
| 1.04 Design Schedule, Project Status Report, and Monthly Invoicing | | ✓ |
| 1.07 State Grant Application | | ✓ |
| 1.08 Federal Grant Application | ✓ | ✓ |
| 1.10 DBE Program/Goal | ✓ | ✓ |
| 1.12 Quarterly Performance Reports | ✓ | ✓ |

| TASK 1 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|--|---|
| 1.01 Meetings with County and FAA | <ul style="list-style-type: none">Oxnard, CA One (1) Project Engineer and one (1) Project Manager Assume One (1) hour via teleconference (4 meetings) |
| 1.02 Prepare Project Scope of Work and Coordinate Contract | <ul style="list-style-type: none">Oxnard, CA One (1) Project Engineer and one (1) Project Manager Assume One (1) hour via teleconference (2 meetings) |

2.0 Design Phase

2.01 Analyze Topographic Survey Data. This task includes analyzing the existing topographical surveying data provided by the County and preparing the data for use with computer modeling. This will include the following tasks:

- Input raw survey data into AutoDesk Civil 3D to sort data into the Consultant's standard layers for efficient analysis.
- Verify surveyor horizontal and vertical control.
- Verify survey data from as-built conditions.
- Sort all data points by layers and descriptions for computer modeling.
- Prepare Triangulated Integrated Network (TIN - surface model) of existing ground contours, pavement edges, roadways, electrical equipment, drainage features, buildings, fences and other miscellaneous entities.
- Generate three-dimensional contour model from TIN - surface model.
- Prepare and process data for spot elevations, grading and/or paving cross sections.

2.02 Analyze Geotechnical Investigation Data. Not Applicable. The geotechnical investigation data and the recommendations submitted by Mead & Hunt and their subconsultant, Earth Systems Pacific, in the OXR AIP 038 project will be utilized for this project.

2.03 Prepare Pavement Design. Not Applicable. The pavement design submitted by Mead & Hunt and the recommendation by their subconsultant, Earth Systems Pacific, in the OXR AIP 038 project will be utilized for this project.

2.04 Prepare Existing Utility Inventory. This task includes reviewing record drawings and consulting with the County and local utility companies to identify all utilities within the project site. The Construction Plans will include, to the maximum extent possible, the surveyed locations of observable utility features and the locations identified by utility locates.

2.05 Prepare Preliminary Contract Documents. This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor

Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Certification Statement Regarding Undocumented Individuals, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*, and Wage Rates. The wage rates will be updated at the time of advertisement to reflect the most current wage rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the County for review.

2.06 Prepare Construction Safety and Phasing Plan (CSPP). This task includes meeting with the County to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed in accordance with the requirements of FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed and included in the Contract Documents. This plan will also identify any nighttime work, continuous working times, or other unusual conditions that could affect the Contractor's normal progress on the project. The draft CSPP will be submitted at 90% complete to the County and at 95% complete for ADO review. Upon preliminary approval from the ADO, the CSPP will be submitted to FAA for OE/AAA coordination

During the construction phasing planning process, the Consultant shall be available to clarify phasing issues with airport tenants and for consultation with the various entities associated with the project. The consultant shall be available for a fourth meeting with tenants, as a continuation of the previous series to share the phasing of the project (best possible scenario) and to be available for questions.

2.07 Prepare Preliminary Construction Plans. This task includes preparing the following list of construction plans for the project. Additional plans may be added during the design phase as needed:

| Plan Name/Description | Number of Sheets |
|--|------------------|
| Cover Sheet | 1 |
| Index of Drawings, Summary of Approximate Quantities and General Notes | 3 |
| Master Legend and Abbreviations | 1 |
| Survey Control Plan | 1 |

| | |
|--|----|
| Geotechnical Investigation Plan | 6 |
| Safety Plan | 1 |
| Construction Layout Plan | 1 |
| Construction Phasing Plan | 6 |
| Environmental Requirements and Details | 1 |
| Demolition Plan | 5 |
| Demolition Details | 1 |
| Geometric Layout Plan | 5 |
| Typical Sections | 1 |
| Overall Grading and Drainage Plan | 1 |
| Grading and Drainage Plan | 5 |
| Spot Elevation Plan | 5 |
| Pavement Plan and Profile | 5 |
| Cross Sections | 5 |
| Underdrain and Storm Sewer Layout Plan | 5 |
| Underdrain and Drainage Details | 2 |
| Pavement Marking Plan | 5 |
| Pavement Marking Details | 1 |
| Seeding and Erosion Control Plan | 5 |
| Seeding and Erosion Control Details | 1 |
| Electrical Notes and Symbols | 1 |
| Electrical Demolition Plan | 5 |
| Electrical Layout Plan | 5 |
| Electrical Details | 5 |
| Total Sheet Count | 89 |

2.08 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the project. Standard FAA specifications will be utilized where possible, with the guidance from FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized shall include, but are not limited to, the following:

| | |
|------------|---|
| Item C-100 | Contractor Quality Control Program (CQCP) |
| Item C-102 | Temporary Air and Water Pollution, Soil Erosion and Siltation Control |
| Item C-105 | Mobilization |
| Item C-110 | Method of Estimating Percentage of Material Within Specification Limits (PWL) |
| Item P-101 | Preparation/Removal of Existing Pavements |
| Item P-151 | Clearing and Grubbing |
| Item P-152 | Excavation, Subgrade and Embankment |
| Item P-153 | Controlled Low-Strength Material (CLSM) |
| Item P-155 | Lime-Treated Subgrade |
| Item P-156 | Cement Treated Subgrade |
| Item P-209 | Crushed Aggregate Base Course |
| Item P-401 | Asphalt Mix Pavement |
| Item P-603 | Emulsified Asphalt Tack Coat |
| Item P-605 | Joint Sealants for Pavements |
| Item P-608 | Emulsified Asphalt Seal Coat |

| | |
|------------|--|
| Item P-610 | Concrete for Miscellaneous Structures |
| Item P-620 | Runway and Taxiway Marking |
| Item D-701 | Pipe for Storm Drains and Culverts |
| Item D-705 | Pipe Underdrains for Airports |
| Item D-751 | Manholes, Catch Basins, Inlets and Inspection Holes |
| Item T-901 | Seeding |
| Item T-905 | Topsoil |
| Item L-108 | Underground Power Cable for Airports |
| Item L-109 | Airport Transformer Vault and Vault Equipment |
| Item L-110 | Airport Underground Electrical Duct Banks and Conduits |
| Item L-115 | Electrical Manholes and Junction Structures |
| Item L-125 | Installation of Airport Lighting Systems |

2.09 Prepare Preliminary Special Provisions. This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to: Haul Roads, Airport Security, Radio Communications, Work Schedule, Contractor's Quality Control Program, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Underground Cables/Utilities, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Qualification of Disadvantaged Business Enterprises, Liquidated Damages, Acceptance Testing, Grade Control and Surface Tolerance, Construction Management Plan, Instruction Manuals, General Requirements for Airport Construction, Storm Water Pollution Prevention Plan, Key Personnel, Scheduling of Work, Partnering, and Removing Miscellaneous Structures. **Prepare Drainage Analysis and Storm Drainage Design.** Not Applicable. The drainage analysis and storm drainage design completed by Mead & Hunt in the OXR AIP 038 project will be utilized for this project.

2.10 Compile/Submit Permits. This task includes identifying potential federal, state and local permits needed for the project. Permits are anticipated to be required for, but are not limited to, stormwater pollution prevention plans and associated permits (SWPPP). When applicable, the Consultant will assist the County to compile information and submit permits that are required to be obtained by the County.

2.11 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460-1, "Notice of Proposed Construction or Alteration," via the FAA's online Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) system on the County's behalf. The Consultant will prepare an exhibit depicting the locations and other information pertinent to the cases' impact on the airspace to include with the submission. The Consultant will submit FAA Form 7460-1 and the associated documentation to the FAA via the OE/AAA system for approval a minimum of 45 days prior to the start of construction.

2.12 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices.

2.13 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the construction plans and specifications, the

Consultant will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other available databases.

2.14 Prepare Engineer's Design Report and Modification of Standards. Not Applicable. The Engineer's Report and Modification of Standards submitted by Mead & Hunt in the OXR AIP 038 project will be utilized for this project.

2.15 Prepare and Submit Modification of Standards on MOS Website. Not Applicable. The Modification of Standards submitted by Mead & Hunt in the OXR AIP 038 project will be utilized for this project.

2.16 Review Plans at 90% Complete. During various stages of completion of the design, the Consultant will submit a set of Construction Plans, Specifications, and Contract Documents to the County for their review. Meetings will be scheduled for periodic reviews, including a 90% plans-in-hand review. The project will be reviewed with the FAA to obtain their concurrence with the design.

2.17 Provide In-House Quality Control. The Consultant has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, and Contract Documents being submitted to the County and FAA, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, and Contract Documents being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer that performed the review, and revisions to the Construction Plans, Specifications, and Contract Documents will be made accordingly.

In addition to the 90% review, the Consultant's in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

At the 90% design review, the independent review will re-evaluate the CATEx boundary.

2.18 Prepare and Submit Construction Plans, Specifications, and Contract Documents. A final set of Construction Plans (11" x 17"), Specifications, and Contract Documents will be prepared and submitted to the County and the FAA. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided.

2.19 Prepare Airfield Signing and Marking Plan. This task includes providing or updating the overall airfield signing and marking plan.

2.20 Prepare Requests for Reimbursement. This task includes preparing the FAA

Standard Form 271 for reimbursement of eligible expenses incurred on a monthly basis. The Consultant will submit the completed form along with appropriate supporting documentation to the County for review and approval. Upon approval, the Consultant or the County will submit the completed forms and supporting documentation to the FAA for reimbursement. It is estimated there will be three RFRs for expenses incurred during the design and bidding phase of this project.

2.21 Prepare and Submit Design Closeout Report. This task includes preparation of the design closeout report in accordance with current FAA Western-Pacific Region Design Closeout Report guidelines. Paper and electronic copies will be provided.

| TASK 2 DELIVERABLES | TO FAA | TO COUNTY |
|--|--------|-----------|
| 2.05 Preliminary Contract Documents for County's Review | ✓ | ✓ |
| 2.06 CSPP at 90% and 95% Complete | ✓ | ✓ |
| 2.12 FAA Form 7460 | ✓ | ✓ |
| 2.17 90 % Construction Plans, Specifications, and Contract Documents | ✓ | ✓ |
| 2.19 Final Construction Plans, Specifications and Contract Documents | ✓ | ✓ |
| 2.20 Airfield Signing and Marking Plan | ✓ | ✓ |
| 2.21 Requests for Reimbursement | ✓ | ✓ |
| 2.22 Design Closeout Report | ✓ | ✓ |

| TASK 2 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|-----------------------------------|---|
| 2.17 Plan Review at 90% Complete. | <ul style="list-style-type: none"> Oxnard, CA One (1) Project Engineer and one (1) Project Manager Assume Two (2) hours via teleconference (1 meeting) |

3.0 Bidding Phase

3.01 Provide Bid Assistance. The Consultant will assist the County, as needed, with the preparation of any required bidding documents. Included as part of this task, the Consultant will prepare a legal advertisement for publication in two (2) newspapers (or other form of regularly published print media) as a solicitation for bids. Additionally, the Consultant will advertise the project Invitation for Bids on their website and directly notify potential contractors and plan rooms in order to maximize project exposure and generate interest in the project and manage plan request and necessary addendums with the plan holders. The Consultant will coordinate payment for the project advertisement(s) and request reimbursement from the County as a pass-through cost during invoicing.

3.02 Prepare/Conduct Pre-Bid Meeting. The Consultant will conduct the pre-bid meeting and pre-bid site visit in sequence with the County and contract document requirements. As a part of this meeting, the Consultant will also discuss the environmental plan sheet, surveyed areas, and environmental commitments.

3.03 Prepare Addenda. Any necessary addenda will be issued to clarify and modify the project, as required, and based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the County and FAA prior to being issued. The addenda will meet all design and construction standards, as required.

3.04 Consult with Prospective Bidders. During the bidding process, the Consultant shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project.

3.05 Attend Bid Opening. The Consultant shall attend the bid opening for the project, which will be conducted by the County.

3.06 Review Bid Proposals. Upon the opening of submitted bid proposals by the County, the Consultant shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and tabulated; the contractor's qualifications to perform the work will be included, including review of suspension and debarment rules on the www.Sam.gov website, verification of proposed DBE subcontractors, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, acknowledgement of addenda, and licensure verification in California shall be completed.

3.07 Prepare Recommendation of Award. The Consultant shall prepare a Recommendation of Award for the County to accept or reject the bids received with a summary of the items listed in Task 3.6. If rejection is recommended, the Consultant will supply an explanation for their recommendation and possible alternative actions the County can pursue to complete the project.

| TASK 3 DELIVERABLES | TO FAA | TO COUNTY |
|---|--------|-----------|
| 3.01 Required Bidding Documents | ✓ | ✓ |
| 3.02 Pre-Bid Meeting Agenda and Pre-Bid Meeting Minutes | ✓ | ✓ |
| 3.03 Addenda | ✓ | ✓ |
| 3.06 Bid Tabulations | ✓ | ✓ |
| 3.07 Recommendation of Award | ✓ | ✓ |

| TASK 3 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|--------------------------------------|---|
| 3.02 Prepare/Conduct Pre-Bid Meeting | <ul style="list-style-type: none"> Oxnard, CA One (1) Project Manager and One (1) Project Engineer Assume full day site visit (1 site visit) Assume travel to/from Denver, CO to Oxnard, CA with two (2) overnight stays for Project Manager |
| 3.05 Attend Bid Opening | <ul style="list-style-type: none"> Oxnard, CA One (1) Project Engineer |

EX Reimbursable Costs During Design and Bidding. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, and other miscellaneous expenses incurred in order to complete **Part A – Basic Services**.

Special Considerations

The following special considerations are required for this project but will be completed by subconsultants to the Consultant. The cost for this work will be included in the engineering contract agreement with the County and the costs are in addition to the engineering fees outlined above.

Geotechnical Investigation Consultant. Geotechnical consultant recommendations for the lime and/or cement treatment of the existing subgrade material will be updated for this project.

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Consultant and County.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Consultant, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate. Lodging will be invoiced as an actual expense incurred.
2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
3. The County will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the County.
4. The County will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.
5. The Consultant will provide additional base mapping of existing topography, planimetric features and underground utilities needed in the design phase of

the project.

6. The County will furnish escorts as needed for the Consultant to conduct field work.
7. The County will coordinate with tenants as required to facilitate field evaluations and construction.
8. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Western-Pacific Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP- funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.
9. The Consultant will utilize the following plan standards for the project:
 - Plans will be prepared using the Consultant's standards, unless the County provides its own standards upon Notice to Proceed.
 - Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
 - Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
 - All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
 - Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Consultant.
 - The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Consultant's standards.
10. The Consultant will utilize the following assumptions when preparing the project

manual for bidding and construction of the project:

- The project manual Contract Documents will be developed jointly by the County and the Consultant.
 - The Consultant is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the County.
 - FAA General Provisions and required contract language will be used.
11. The Consultant must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.

Because the Consultant has no control over the cost of construction-related labor, materials, or equipment, the Consultant's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Consultant does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Consultant's estimates of construction cost.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the County's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Consultant is prepared to assist the County in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the County in writing for an additional fee as agreed upon by the County and the Consultant.

EXHIBIT B

SCHEDULE OF COMPLETION

Upon issuance of the notice to proceed to CONSULTANT by the COUNTY, CONSULTANT will complete the work under this contract by December 31, 2023.

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 Three Hundred Fifty-five Thousand Nine Hundred Dollars (\$355,900).

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

- B.** Payment for additional services requested by the COUNTY will be performed on a time-and-expense basis in conformance with the Aviation Billing Rate Schedule included as Exhibit C-2 to this Scope of Services. The CONSULTANT will establish the budget for additional services prior to the start of work and may not exceed the budget without written authorization from the COUNTY. Any additional services must be authorized in writing by the COUNTY.
- C.** If all work under this Contract cannot be completed within eighteen (18) months after the Notice to Proceed through no fault of the CONSULTANT, the fee for the work not then completed will be adjusted to reflect increases in costs that occur due to delays from the expiration of the eighteen (18) months and the time the work can actually be performed.

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% |
| Phase 1 – Preliminary Design | \$36,568 | \$45,710 |
| Phase 2 – Design Phase | \$218,516 | \$273,145 |
| Phase 3 – Bidding Phase | \$22,836 | \$28,545 |
| Subconsultant - Geotechnical | \$6,800 | \$8,500 |
| | | Total \$355,900 |

AIRPORT: Oxnard Airport
AIP/PROJ. NO.: 3-06-0179-043-2023
PROJECT NAME: Reconstruction of Taxiway F (Design and Bidding)
DATE: February 28, 2023

Exhibit C-1
AEA 23-05
CONTRACT



FEE BREAKDOWN

| Labor Category | Total Hours | Billing Rate | Total Cost |
|--|-------------|----------------------|------------|
| 1.0 Preliminary Design Phase (Lump Sum) | | | |
| Principal | 12 hrs. | x \$ 295.00 /hr = \$ | 3,540.00 |
| Construction Manager IV | 12 hrs. | x \$ 220.00 /hr = \$ | 2,640.00 |
| Project Manager IV | 72 hrs. | x \$ 255.00 /hr = \$ | 18,360.00 |
| Engineer Phase Manager I | 50 hrs. | x \$ 155.00 /hr = \$ | 7,750.00 |
| Construction Manager I | 24 hrs. | x \$ 140.00 /hr = \$ | 3,360.00 |
| Electrical Phase Manager IV | 2 hrs. | x \$ 260.00 /hr = \$ | 520.00 |
| Electrical Engineer in Training | 4 hrs. | x \$ 140.00 /hr = \$ | 560.00 |
| CADD Tech III | 8 hrs. | x \$ 140.00 /hr = \$ | 1,120.00 |
| Project Coordinator II | 44 hrs. | x \$ 135.00 /hr = \$ | 5,940.00 |
| Support III | 16 hrs. | x \$ 120.00 /hr = \$ | 1,920.00 |
| | | | |
| SUBTOTAL | 244 hrs. | SUBTOTAL \$ | 45,710.00 |
| | | | |
| Reimbursables | | | |
| Auto Rental | 0 Day | x \$ 85.00 /Day= | |
| Mileage | 0 Mi | x \$ 0.655 /Mi= | |
| Lodging + Tax & Fees | 0 Day | x \$ 210.00 /Day= | |
| Per Diem | 0 Day | x \$ 74.00 /Day= | |
| Travel & Airline Costs | 0 Trip | x \$ 750.00 /Trip= | |
| SUBTOTAL \$ | | | - |
| PHASE SUBTOTAL \$ | | | 45,710.00 |

LABOR HOUR BREAKDOWN

| TASK | | LABOR CATEGORY | | | | | | | | | | | | | | |
|------|--|----------------|----------------------------|--------------------|-----------------------------|---------------------------|--------------------------------|------------------------------------|---------------|---------------------------|-------------|--|--|--|--|------------------|
| | | Principal | Construction Manager IV | Project Manager IV | Engineer Phase Manager I | Construction Manager I | Electrical Phase Manager IV | Electrical Engineer in Training | CADD Tech III | Project Coordinator II | Support III | | | | | Phase Item Costs |
| 1.0 | Preliminary Design Phase (Lump Sum) | | | | | | | | | | | | | | | |
| 1.01 | Coordinate and Attend Meetings with the County and FAA | | | 8 | | 8 | | | | | | | | | | \$ 3,160.00 |
| 1.02 | Prepare Project Scope of Work and Coordinate Contract | 2 | | 4 | 12 | | | | | 4 | | | | | | \$ 4,010.00 |
| 1.03 | Prepare Preliminary Cost Estimating (Not Applicable) | | | | | | | | | | | | | | | |
| 1.04 | Provide Project Coordination | 8 | 8 | 40 | 4 | 8 | | | | | 16 | | | | | \$ 17,980.00 |
| 1.05 | Review Existing Documents | | 2 | | 4 | 8 | 2 | 4 | 4 | | | | | | | \$ 3,820.00 |
| 1.06 | Coordinate with Geotechnical Investigation Consultant | | 2 | 2 | 4 | | | | | | | | | | | \$ 1,570.00 |
| 1.07 | Coordinate State Grant Application with County | | | 2 | 2 | | | | 4 | | | | | | | \$ 1,380.00 |
| 1.08 | Prepare Federal Grant Application | | | 2 | 4 | | | | | 16 | | | | | | \$ 3,290.00 |
| 1.09 | Prepare Environmental Documentation (Not Applicable) | | | | | | | | | | | | | | | |
| 1.10 | Prepare Disadvantaged Business Enterprise (DBE) Program and Goal | | | 2 | 4 | | | | | 24 | | | | | | \$ 4,370.00 |
| 1.11 | Coordinate County/FAA Reimbursable Agreement | 2 | | 8 | 8 | | | | | | | | | | | \$ 3,870.00 |
| 1.12 | Prepare Quarterly Performance Reports - Design | | | 4 | 8 | | | | | | | | | | | \$ 2,260.00 |
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| Labor Category | Total Hours | Billing Rate | Total Cost |
|------------------------------------|------------------|--------------------------|-------------------|
| 2.0 Design Phase (Lump Sum) | | | |
| Principal | 12 hrs. x | \$ 295.00 /hr = \$ | 3,540.00 |
| Construction Manager IV | 79 hrs. x | \$ 220.00 /hr = \$ | 17,380.00 |
| Project Manager IV | 121 hrs. x | \$ 255.00 /hr = \$ | 30,855.00 |
| Engineer Phase Manager I | 338 hrs. x | \$ 155.00 /hr = \$ | 52,390.00 |
| Construction Manager I | 240 hrs. x | \$ 140.00 /hr = \$ | 33,600.00 |
| Electrical Phase Manager IV | 66 hrs. x | \$ 260.00 /hr = \$ | 17,160.00 |
| Electrical Engineer in Training | 120 hrs. x | \$ 140.00 /hr = \$ | 16,800.00 |
| Engineer Phase Manager IV | 128 hrs. x | \$ 210.00 /hr = \$ | 26,880.00 |
| CADD Tech III | 444 hrs. x | \$ 140.00 /hr = \$ | 62,160.00 |
| Project Coordinator II | 10 hrs. x | \$ 135.00 /hr = \$ | 1,350.00 |
| Survey Manager | 2 hrs. x | \$ 235.00 /hr = \$ | 470.00 |
| Planner III | 2 hrs. x | \$ 180.00 /hr = \$ | 360.00 |
| Quality Control Manager | 40 hrs. x | \$ 255.00 /hr = \$ | 10,200.00 |
| SUBTOTAL | 1602 hrs. | SUBTOTAL \$ | 273,145.00 |
| Reimbursables | | | |
| Auto Rental | 0 Day x | \$ 85.00 /Day= | |
| Mileage | 0 Mi x | \$ 0.655 /Mi= | |
| Lodging + Tax & Fees | 0 Day x | \$ 210.00 /Day= | |
| Per Diem | 0 Day x | \$ 74.00 /Day= | |
| Travel & Airline Costs | 0 Trip x | \$ 750.00 /Trip= | |
| | | SUBTOTAL \$ | - |
| | | PHASE SUBTOTAL \$ | 273,145.00 |

| TASK | | LABOR CATEGORY | | | | | | | | | | | | | | |
|------|---|----------------|-------------------------|--------------------|--------------------------|------------------------|-----------------------------|---------------------------------|---------------------------|---------------|------------------------|----------------|-------------|-------------------------|--------------|------------------|
| | | Principal | Construction Manager IV | Project Manager IV | Engineer Phase Manager I | Construction Manager I | Electrical Phase Manager IV | Electrical Engineer in Training | Engineer Phase Manager IV | CADD Tech III | Project Coordinator II | Survey Manager | Planner III | Quality Control Manager | | Phase Item Costs |
| 2.0 | Design Phase (Lump Sum) | | | | | | | | | | | | | | | |
| 2.01 | Analyze Topographical Survey Data | | | | 4 | | | 8 | 8 | | | | | | | \$ 3,420.00 |
| 2.02 | Analyze Geotechnical Investigation Data (Not Applicable) | | | | | | | | | | | | | | | |
| 2.03 | Prepare Pavement Design (Not Applicable) | | | | | | | | | | | | | | | |
| 2.04 | Prepare Existing Utility Inventory | | | | 4 | 4 | | | 4 | | | | | | \$ 1,740.00 | |
| 2.05 | Prepare Preliminary Contract Documents | 2 | | 4 | 40 | 8 | | | | 2 | | | | | \$ 9,200.00 | |
| 2.06 | Prepare Construction Safety and Phasing Plan (CSPP) | 2 | 4 | 8 | 40 | 8 | | | | | | | | | \$ 10,830.00 | |
| 2.07 | Prepare Preliminary Construction Plans | | | | | | | | | | | | | | | |
| 2.08 | Cover Sheet | | | 1 | 1 | | | | 4 | | | | | | | \$ 970.00 |
| 2.09 | Index of Drawings/Summary of Approximate Quantities & General Notes | | | 1 | 2 | 4 | | | 4 | | | | | | | \$ 1,685.00 |
| | Survey Control Plan | | | 1 | 1 | | | | 4 | | 2 | | | | | \$ 1,440.00 |
| | Geotechnical Investigation Plan | | 4 | 2 | 1 | 2 | | | 8 | | | | | | | \$ 2,945.00 |
| | Safety Plan | | | 2 | 1 | 2 | | | 4 | | | | | | | \$ 1,505.00 |
| | Construction Layout Plan | | 2 | 2 | 1 | 4 | | | 8 | | | | | | | \$ 2,785.00 |
| | Construction Phasing Plan | | 4 | 8 | 8 | 16 | | | 16 | | | | | | | \$ 8,640.00 |
| | Environmental Requirements and Details | | | 1 | 1 | | | | 4 | | | 2 | | | | \$ 1,330.00 |
| | Demolition Plan/Details | | 4 | 4 | 8 | 8 | | | 40 | | | | | | | \$ 9,860.00 |
| | Geometric Layout Plan | | 2 | 4 | 8 | 8 | | 16 | 40 | | | | | | | \$ 12,780.00 |
| | Typical Sections | | 4 | 4 | 8 | 8 | | 8 | 24 | | | | | | | \$ 9,300.00 |
| | Overall/Grading and Drainage Plan | | | 1 | 4 | 2 | | 4 | 8 | | | | | | | \$ 3,115.00 |
| | Grading and Drainage Plan | | 4 | 2 | 8 | 8 | | 16 | 40 | | | | | | | \$ 12,710.00 |
| | Spot Elevation Plan | | | 4 | 8 | 8 | | 8 | 16 | | | | | | | \$ 7,300.00 |
| | Pavement Plan and Profile | | | 4 | 8 | 8 | | 24 | 40 | | | | | | | \$ 14,020.00 |
| | Cross Sections | | 4 | 4 | 2 | 4 | | 16 | 24 | | | | | | | \$ 9,490.00 |
| | Storm Sewer Layout Plan/Profile | | | 4 | 4 | 8 | | | 16 | | | | | | | \$ 5,000.00 |
| | Underdrain Drainage Plan and Profile/Details | | | 4 | 4 | 4 | | 12 | 24 | | | | | | | \$ 8,080.00 |
| | Pavement Marking Plan/Details | | | 4 | 6 | 8 | | 8 | 24 | | | | | | | \$ 8,110.00 |
| | Seeding and Erosion Control Plan/Details | | 1 | 2 | 2 | 6 | | | 12 | | | | | | | \$ 3,560.00 |
| | Electrical Demolition Plan/Layout Plan/Details/Notes & Symbols | | 2 | 2 | 4 | | 40 | 80 | | | | | | | | \$ 23,170.00 |
| | Prepare Preliminary Technical Specifications | 2 | 8 | 8 | 24 | 40 | 16 | 16 | | | | | | | | \$ 20,110.00 |
| | Prepare Preliminary Special Provisions | 1 | | 2 | 8 | | | | | | | | | | | \$ 2,045.00 |
| 2.10 | Prepare Drainage Analysis and Storm Drainage Design (Not Applicable) | | | | | | | | | | | | | | | |
| 2.11 | Compile/Submit Permits | | 4 | 2 | 8 | | | | | | | | | | | \$ 2,630.00 |
| 2.12 | Compile/Submit FAA Form 7460 | | | 2 | 8 | | | | 8 | 8 | | | | | | \$ 3,950.00 |
| 2.13 | Calculate Estimated Quantities | | 16 | 2 | 40 | 8 | 4 | 16 | 8 | | | | | | | \$ 16,310.00 |
| 2.14 | Prepare Estimate of Probable Construction Cost | 1 | 8 | 4 | 16 | | 4 | | | | | | | | | \$ 6,595.00 |
| 2.15 | Prepare Engineer's Design Report and Modification of Standards (Not Applicable) | | | | | | | | | | | | | | | |
| 2.16 | Prepare and Submit Modification of Standards on MOS Website (Not Applicable) | | | | | | | | | | | | | | | |
| 2.17 | Review Plans at 90% Complete | 1 | 8 | 16 | 24 | 8 | | | 32 | | | | | | | \$ 15,455.00 |
| 2.18 | Provide In-House Quality Control | | | | | | | | | | | | 40 | | | \$ 10,200.00 |
| 2.19 | Prepare and Submit Const. Plans, Specs., and Cont. Docs. | 2 | | 8 | 16 | 12 | | | 16 | | | | | | | \$ 9,030.00 |
| 2.20 | Prepare Airfield Signing and Marking Plan | | | 2 | 8 | 4 | 2 | 8 | 16 | | | | | | | \$ 6,190.00 |
| 2.21 | Prepare Requests for Reimbursement (Not Applicable) | | | | | | | | | | | | | | | |
| 2.22 | Prepare and Submit Design Closeout Report | 1 | | 2 | 8 | 40 | | | | | | | | | | \$ 7,645.00 |
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| | | Contract Hours | Phase Fee | Reimbursable Costs | Total Cost |
|---|-------------------------------------|----------------|------------------------|--------------------|---------------|
| PART A - BASIC SERVICES (LUMP SUM) | | | | | |
| 1.0 | Preliminary Design Phase (Lump Sum) | 244 | \$ 45,710.00 | \$ | 45,710.00 |
| 2.0 | Design Phase (Lump Sum) | 1602 | \$ 273,145.00 | \$ | 273,145.00 |
| 3.0 | Bidding Phase (Lump Sum) | 142 | \$ 27,120.00 | \$ 1,425.00 | \$ 28,545.00 |
| | | 1988 | SUBTOTAL \$ 345,975.00 | \$ 1,425.00 | \$ 347,400.00 |
| SUBCONSULTANT 1 | | | | | |
| Geotechnical Investigation Consultant (Earth Systems Pacific) | | | | \$ | 8,500.00 |
| | | | | SUBTOTAL | \$ 8,500.00 |
| | | | | | |
| TOTAL | | | \$ 345,975.00 | \$ 1,425.00 | \$ 355,900.00 |

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**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 Jviation, a Woolpert Company (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.

**AEA 23-05
CONTRACT**

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)