PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND LAZ PARKING CALIFORNIA, LLC

PROJECT NAME: PARKING MANAGEMENT SERVICES AT THE CALIFORNIA REDWOOD COAST-HUMBOLDT COUNTY AIRPORT (ACV)

This "Professional Services Agreement" (the "Agreement" or "PSA") is entered this ____ day of _____ 2025, by and between the County of Humboldt through its Department of Aviation, a political subdivision of the State of California ("COUNTY"), and LAZ Parking California, LLC, a Connecticut corporation authorized to do business in the State of California ("OPERATOR"), and is made for the following considerations:

WHEREAS, the COUNTY is the owner and operator of the California Redwood Coast Humboldt County Airport ("Airport" or "ACV") located in McKinleyville, CA 95519; and

WHEREAS, the Airport has public parking facilities serving the airport terminal; and

WHEREAS, the OPERATOR is an experienced operator and manager of parking facilities for motor vehicles; and

WHEREAS, the COUNTY and the OPERATOR desire to enter into a PSA whereby the OPERATOR will operate and manage parking of motor vehicles at certain parking facilities at the Airport (sometimes referred to as "Premises") pursuant to the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the Parties agree as follows:

1. DESCRIPTION OF SERVICES:

   A. Scope of Services. The OPERATOR agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, the OPERATOR agrees to fully cooperate with the Director of Aviation, or a designee thereof, hereinafter referred to as "Director."

   B. Compliance. The OPERATOR agrees to provide the services described in Exhibit A - Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full while complying with federal regulations set forth in Exhibit B – AIP-Required Federal Clauses Applicable to Professional Services Agreements, which is attached hereto and incorporated herein by reference as if set forth in full.

   C. Representation and Covenants by the OPERATOR: The OPERATOR hereby represents and covenants that it is a corporation in good standing in the State of Connecticut, is duly qualified in good standing and authorized to do business in the State of California, is not in violation of any provision of its governing documents (e.g., articles of incorporation, by-laws, partnership agreement, etc.), has full power to own its properties and conduct its business, has full legal right, power and authority to enter into this Agreement and to consummate all transactions

contemplated herein and by proper action has duly authorized the execution and delivery of this Agreement.

2. TERM:

A. Base Term. The OPERATOR will enter into a five (5) year PSA commencing on February 1, 2025, through January 31, 2030.

B. Option Term. In addition to the Base Term identified above, one additional five (5) year Option Term will be offered and exercisable upon mutual written agreement. The Parties must agree and exercise the Option Term a minimum of one hundred eighty (180) calendar days prior to expiration of the Base Term and no greater than three hundred sixty-five (365) days prior to the expiration. If the Option Term is not exercised in the timeframe identified, the Agreement will terminate at the end of the Base Term on the expiration date identified with no further obligation on the part of either party other than the provisions contained in the Agreement. The terms and conditions of the Base Term will be applicable to the Option Term, unless agreed to in writing between the parties.

C. Holdover. The OPERATOR, at the sole discretion of the COUNTY, may be required to Holdover in the event that the succeeding Agreement is not in place at the expiration of the Base Term or the executed Option Term. The OPERATOR shall continue on a month-to-month basis pursuant to the terms and conditions of the Agreement. The COUNTY has the right to terminate the holdover upon thirty (30) calendar days written notice without cause.

D. Commencement. The commencement date shall occur on the later date of both of the following conditions precedent to this Agreement being satisfied:
   i. The COUNTY has received Certificates of Insurance as required by this Agreement, and,
   ii. Both parties have signed this Agreement.

3. TERMINATION:

A. Termination for Cause. The COUNTY reserves the right, to immediately terminate this Agreement for cause upon written notice to the OPERATOR, if the OPERATOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

B. Termination Without Cause. The COUNTY may terminate this Agreement without cause upon thirty (30) calendar days advance written notice which states the effective date of the termination.

C. Compensation Upon Termination. In the event this Agreement is terminated, the OPERATOR shall be entitled to compensation for uncompensated services rendered to date hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to the COUNTY due to a breach of this Agreement by the OPERATOR.

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4. CONCESSION FEES:

A. Gross Revenue. All Gross Revenues shall be collected by the OPERATOR for the parking and storage of motor vehicles whether on an hourly, daily, or weekly basis. Gross revenues shall be recorded and deposited daily into an account as designated by the HCDA, excluding holidays, with a monthly reconciliation report furnished by the OPERATOR no later than the fifteenth (15th) of the month following. Any interest earned on gross revenues deposited into the account designated by the HCDA, shall be solely retained by the HCDA.

B. Percentage Concession Fee. The Percentage Concession Fee retained by the HCDA shall be computed as a percentage of annual Gross Revenues:
   a. 65% of annual Gross Revenues between $0.00 and $200,000.
   b. 75% of annual Gross Revenues between $200,001 and $400,000.
   c. 80% of annual Gross Revenues between $400,001 and $600,000.
   d. 90% of annual Gross Revenues above $600,000.

C. Remittance of Concession Fees. The OPERATOR will remit to COUNTY all percentage revenues due (less sales tax, credit card fees, and equipment amortization) on or before the fifteenth (15th) and the thirtieth (30th) of the month. OPERATOR will provide detailed supporting information with the payment.

D. Amortization. Purchase of equipment shall be at the expense of the COUNTY. OPERATOR agrees to amortize the purchase over a five (5) to 10 (10) years as negotiated and agreed to between COUNTY and OPERATOR. Purchase price and amortization schedule for equipment purchase will be set forth in the purchase agreement. COUNTY shall own equipment at the end of the amortization schedule.

E. Establishing Rates and Fees. The COUNTY shall be solely responsible for establishing all rates, fees, and charges for all revenue associated with the operation of the public parking program. The COUNTY will evaluate rates, fees, and charges schedule at a minimum of once annually. During the Term of the Agreement, rates, fees, and charges will be no less than in existence at the commencement of the Agreement. The OPERATOR shall be responsible for coordinating and installing all signage changes required and any such change. The OPERATOR will obtain an estimate for the changes and submit it to the Director of Aviation for review and approval. The changes will be a reimbursable expense by the COUNTY. The OPERATOR will be responsible for publicly posting all rates on a timely basis at locations designated by the COUNTY. The COUNTY shall be responsible for updating the Airport website reflecting the then current parking rates.

F. Reconciliation Report. Standard payments due to the COUNTY will follow the process outlined within Section 4.A. above. Additionally, within fifteen (15) calendar days following the end of each month, there will be a reconciliation report prepared by and signed by an officer of the OPERATOR confirming the Gross Revenue reported, the detail of validated tickets for which fees have been waived, the sales tax due and payable by the OPERATOR to the respective taxing agencies, the net Gross Revenue, the percentage split based on the schedule outlined above, and the amount due the OPERATOR. HCDA will initiate payment to the OPERATOR within fifteen (15) calendar days following the submission and verification of the monthly report.

   i. Manner of Payment. Payments due to the COUNTY, other than gross revenues outlined in this Section above, shall be made by check, payable to the COUNTY as

follows: Humboldt County Department of Aviation. Payment will include on the memo line the following information: Month, Year, and "PARKING CONCESSION RECONCILATION". Payments shall be delivered or mailed to:

Humboldt County Department of Aviation
Attention: Administration
3561 Boeing Avenue
McKinleyville, CA 95519

Or to such other location as may be directed in writing by the COUNTY. Payments shall be made without any abatement, deductions, reductions, offsets, or counterclaims of any kind, except as agreed to in writing by the COUNTY.

ii. Schedule of Rates. The cost applicable to this Agreement is set forth in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full.

iii. Additional Services. Any additional services not otherwise provided for herein shall not be provided by the OPERATOR, nor compensated by the COUNTY, without the COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of the OPERATOR. The OPERATOR shall notify the COUNTY, in writing, at least six (6) weeks prior to the date upon which the OPERATOR estimates that the maximum payable amount will be reached.

iv. Prevailing Wages. The OPERATOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, the OPERATOR agrees to fully comply with such Prevailing Wage Laws. The COUNTY shall provide the OPERATOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. The OPERATOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the OPERATOR's principal place of business and at the project site. The OPERATOR shall defend, indemnify and hold the COUNTY, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. OBLIGATIONS OF OPERATOR:

In the performance of its service at the Airport, the OPERATOR will maintain a high degree and standard of professionalism. In particular, the OPERATOR will comply strictly with the following conditions and requirements:

A. Operation of the Premises. The Premises together with any equipment and improvements thereon shall be used by the OPERATOR solely as a public parking facility for motor vehicles and

any other purpose or purposes incidental thereto as determined by the COUNTY, including but not limited to, proper placement of personal property or trade fixtures necessary for such purposes on the Premises. In addition to the Premises, the OPERATOR shall have the right of ingress into and egress from the Premises by motor vehicles from the Airport access road during the term of and under the covenants and conditions contained in this Agreement.

Provided that the OPERATOR abides by all the terms and conditions hereof, the COUNTY shall not during the term of this Agreement permit the operation of a public parking facility at the Airport by any other party other the OPERATOR.

B. Performance Guarantee. The OPERATOR shall post with the COUNTY prior to the commencement date of this Agreement a performance guarantee to be maintained for the duration of the Base Term, Option Term, and Holdover term, of this Agreement as executed and agreed upon between the parties, in the amount of the two hundred fifty thousand dollars ($250,000.00). The performance guarantee may be in the form of a bond, letter of credit from the OPERATOR's banking institution, or a cashier's check payable without recourse to the COUNTY. If the OPERATOR submits a bond, then that bond shall be issued by a surety company acceptable to the COUNTY. During the term period of the Agreement, if there are any claims on the performance guarantee, the OPERATOR must replenish the amount to the full value within five (5) calendar days upon receipt of written notice by the COUNTY.

C. Operator Signage. The OPERATOR shall not erect, install, operate, cause, or permit to be erected, installed, or operated in or upon the Premises or upon the Airport, any sign or similar advertising device without having first obtained the prior written approval of the Director of Aviation. All costs of installation shall be borne solely by the OPERATOR.

D. Hours of Operation. The parking management program shall be operated by either staffed and/or approved technology-based means identified in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full.

E. Customer Relations.
   i. Customer Relations Policy. The OPERATOR shall respond to customer inquiries and/or complaints within forty-eight (48) hours of receipt and provide the Director of Aviation with a copy of said response each month on or before the fifteenth (15th) of the month following the complaint. For any call center customer services issues, the agents must be empowered to make decisions immediately while interacting with the customer. Any such complaints and responses must be included in the summary of all responses and will be included in the complaint summary provided to the Director of Aviation.
   ii. Customer Service Feedback Survey. The OPERATOR shall conduct an annual customer parking survey at the Airport. The OPERATOR will consult with the Director of Aviation to develop and conduct the survey. The survey shall be in a form approved in writing by the Director of Aviation. The OPERATOR shall pay for, prepare, and tabulate the survey and provide the results of each survey to the COUNTY in written form.
   iii. Visiting Corporate Personnel. The OPERATOR shall have visiting corporate, regional, and field personnel observe, monitor and document performance and standards relating to customer service and provide the findings to the Director of Aviation a minimum of two (2) times per year on a schedule agreed to by the Director of Aviation.

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F. Operator's Employees. The OPERATOR shall provide competent staff to operate the Premises and supplement the staff with the use of approved technology to perform the services requested under this Agreement as identified in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. To accomplish the level of service required by the COUNTY, and in the provision of continuous service of the Premises, the OPERATOR shall employ, train, assign, motivate and manage an adequate number of personnel to operate the Premises as may be required and/or adjusted based on the alternative use of technology to meet the requirements of this Agreement. The OPERATOR agrees to furnish, at a minimum on a continuous basis, the level of staffing contained in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. The COUNTY reserves the right to adjust the level of staffing included in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full, through negotiation with the Director of Aviation and the OPERATOR.

Employees, whether on-site or through a call center, must be able to speak, understand, and write using the English language at a level consistent with the effective and efficient performance of the duties of the position. On-site employees shall be clean and neatly dressed in uniforms provided by the OPERATOR for every shift worked in order to reflect the professional levels of service expected by the COUNTY. Call center employees, if on camera, must be professionally dressed in a logo of the OPERATOR clearly displayed, and the person's name clearly displayed. On-site employees shall be polite and courteous in all communications and shall respond to complaints or problems of customers within forty-eight (48) hours. Call center employees must be empowered and charged to resolve customer complaints immediately. The OPERATOR shall be obligated to control the actions of its employees, to dispense with the services of any employee whose conduct the COUNTY determines to be detrimental to the best interests of the COUNTY.

G. Operator's Employee Parking. The OPERATOR's employees may park for free during their normal work shift in the employee parking lot. The OPERATOR and the Director of Aviation shall arrive at a mutually agreeable method for parking ticket validations for validations authorized by the COUNTY. The OPERATOR is strictly prohibited from issuing any validations for paid parking unless it is a customer service issue and is documented in the monthly complaint and response report. A reconciliation of all validated tickets must be included in the monthly report so that the total number of transactions is validated between paid parking and validated parking.

H. Vehicle License Plate Inventory (LPI). A license plate inventory of all vehicles parked will be available through the PARCS system. In the event the PARCS system is not providing such information, an overnight LPI shall be taken a minimum of three (3) times every week on days and times agreed to between the OPERATOR and the Director of Aviation. This procedure consists of entering all license numbers by state, lot, and row location of all vehicles remaining at the Premises. This information permits a determination of length of stay in the facility to enable a customer to be charged the correct amount of fees in the event of a "lost" ticket. Any vehicle remaining at the Premises more than thirty (30) consecutive calendar days will be brought to the attention of the Director of Aviation, or designee, to determine the appropriate action to be taken.

I. Consumables and Credit Card Fees. The OPERATOR shall, at its own expense, furnish all forms, tickets, decals, envelopes, tools, office equipment, furniture, drop safes, materials, and supplies

needed for the efficient operation of its business at the Premises. The OPERATOR shall be responsible, at its own expense, all credit card fees will be the obligation of the COUNTY and deducted from the concession revenue payment due to the COUNTY as called for herein.

J. Abandoned Vehicles. The OPERATOR will comply with all governmental laws, regulations and statutes regarding abandoned vehicles. Permanently abandoned vehicles, if any, will be disposed of in accordance with existing laws. The COUNTY shall be entitled to all proceeds from the sale of any abandoned vehicle. No abandoned vehicle will be moved without the prior written approval of the Director of Aviation.

K. Taxes and License Fees. The OPERATOR shall be liable for the payment of personal property taxes, if any, and license fees that may be levied or assessed during the Base Term, Option Term, and Holdover term, of this Agreement as executed and agreed upon between the parties, on account of the transacting of business on the Premises by the OPERATOR. If the OPERATOR shall fail or neglect to pay any of said taxes or license fees when the same become due, the COUNTY may pay the same, together with any penalty thereon, provided, however, that such payment by The COUNTY shall not prevent or limit the OPERATOR from appealing such tax or fee. If the COUNTY pays all or any portion of said taxes or license fees together with any penalty thereon, the COUNTY shall be entitled to collect the entire amount so paid from the OPERATOR, and the OPERATOR hereby agrees to pay such entire amount to the COUNTY upon demand therefor, provided however, such payment does not prevent or limit the OPERATOR from appealing such tax of license fee.

L. Additional Obligations.

i. Provide custodial services and disposal of waste/trash within the Premises, as established in the Agreement to a dumpster location provided by the Airport.
ii. Pay all taxes assessed against the OPERATOR owned furnishings, equipment, earnings, personal property, or stock of merchandise and supplies.
iii. Pay for all permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at the Airport.
iv. Pay all revenues due COUNTY on a timely basis and in accordance with the terms and conditions of this Agreement.
v. Comply with applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, any and all rules and standards governing the use and operation of the Airport, as may be amended from time to time.
vi. Provide bonds for employees used in the performance services against theft and fraud.
vii. Other maintenance responsibilities as agreed to by the parties.
viii. If using a call center or other electronic support, the OPERATOR shall be responsible for providing, installing maintaining and replacing all hardware, software and all other required equipment at its own expense.

6. OBLIGATIONS OF COUNTY:

A. Premises Repair and Maintenance. The COUNTY shall, at its sole expense, be responsible for repair, maintenance, and replacement of all blacktop and concrete surfaces, light standards and re-lamping on the Premises; electrical repairs; capital investment unless agreed to by the parties; landscaping; software maintenance and upgrades; repairs to the revenue control equipment not cause by damage, misuse, or destruction; and sewer and drainage, as same pertain to the Premises (unless provided by the OPERATOR), unless any of the aforesaid shall be damaged by

OPERATOR or its employees or subcontractors, in which event the OPERATOR shall be solely responsible.

B. Additional Obligations. The COUNTY shall furnish, at no charge to the OPERATOR, an office and all parking facilities included in the Premises with:
   i. Ordinary heat, electricity, and air conditioning for the office.
   ii. Ordinary convenience outlets as presently installed and electric current that is not substantially greater than an amount of electric current than might be normally used. The OPERATOR accepts the facilities "as is where is".
   iii. Monthly internet costs for all use by the OPERATOR for the PARCS system as required by the COUNTY.
   iv. Non-exclusive internet service to the office.
   v. The COUNTY shall provide and pay for all necessary electricity for the lighting of the remainder of the Premises and roadway system at the Airport.
   vi. All electricity to the parking lots and all parking lot lighting.

7. CAPITAL IMPROVEMENTS:

The COUNTY may desire to have capital improvements made to the Premises during the Term of the Agreement. The COUNTY may authorize the OPERATOR to source, estimate, and coordinate such improvements on behalf of the COUNTY. The OPERATOR shall prepare plans and specifications which meet the COUNTY's requirements for the improvements. All work shall be done by licensed competent contractors upon written approval by the Director of Aviation in the time and manner approved.

8. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing

COUNTY: Humboldt County Department of Aviation
Attention: Cody Roggatz, Director of Aviation
3561 Boeing Avenue
McKinleyville, California 95519

OPERATOR: LAZ PARKING CALIFORNIA, LLC
Attention: Chris Howley, Vice President – Airport Division
One Financial Plaza, 14th Floor
Hartford, Connecticut 06103

9. REPORTS:

A. Monthly Concession Reports. CONSULTANT will provide to COUNTY monthly concession reports. Reports shall include, at a minimum, transaction data by time period by day, a detailed accounting of the number of validated parking transactions (non-revenue generating) including the name of the customer and the authorized validating agent, total gross revenue by time period by day, the number of uses of the call center for the applicable month.

i. The OPERATOR and the Director of Aviation will agree to a standard reporting form template that will be used for all submissions.

B. Compliance Reports. The OPERATOR agrees to provide the COUNTY with any and all reports that may be required by any local, state and or federal agencies for compliance with this Agreement the OPERATOR shall submit an electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state, and federal accessibility laws, regulations and standards Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

C. Compliance with Public Records Act and Freedom of Information Act Laws. OPERATOR understands the COUNTY must disclose to the public upon request any records it receives from the OPERATOR. The OPERATOR further understands that any records obtained or generated by the OPERATOR under this Agreement may, under certain circumstances, be open to the public upon request under the California public records law. At no additional cost to the COUNTY, the OPEARTOR agrees to contact the COUNTY promptly upon receiving a request for information under the public records law and/or to comply with the Director of Aviation's instructions on how to respond to the request.

10. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records.

i. The OPERATOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

ii. The OPERATOR agrees that during the term of this Agreement it will maintain, under and in accordance with accepted accounting practices, a complete and accurate set of books, records, dates of its parking receipts including daily revenue and shift reports, bank deposit slips, tickets, license plate inventory, accounts and cash register tapes showing all Gross Revenues collected by the OPERATOR under this Agreement and all taxes and other deductions affecting said Gross Revenue.

iii. All such books, records, accounts, and tapes shall be kept in conformity with a revenue control system approved by the Director of Aviation and shall be subject to inspection and audit by the COUNTY upon three (3) calendar days' notice.

iv. In the event any audit discloses that the amount of Gross Revenues on any statement was understated by two percent (2%) or more of Gross Revenues for any month, the OPEARATOR shall pay to the COUNTY the cost of its audit and investigation, plus any reconciled amounts due in Fees under this Agreement. Such records shall be maintained at a location agreed upon by the parties. The OPERATOR shall retain all such books, records, accounts, and tapes for a period of three (3) years after the termination of this Agreement. As an alternative, the OPERATOR has the option of turning all records over to the COUNTY at the end of the term.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of the OPERATOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. The OPERATOR agrees to make all such records available during normal business hours to inspection, audit and reproduction by the COUNTY and any other duly authorized local, state and or federal agencies. The OPERATOR agrees to allow interviews of its employees who might reasonably have information related to such records by the COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.

C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because the OPERATOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by the COUNTY.

11. MONITORING:

OPERATOR agrees that the COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor the OPERATOR's records, programs, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. The OPERATOR will cooperate with a corrective action plan, if deficiencies in the OPERATOR's records, programs, procedures or business operations are identified. However, the COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the OPERATOR's performance hereunder.

12. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. In the performance of this Agreement, the OPERATOR may receive information that is confidential under local, state or federal law the OPERATOR agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.

B. Continuing Compliance with Confidentiality Requirements. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of any applicable local, state and federal laws, regulations or standards.

13. NON-DISCRIMINATION COMPLIANCE:

A. Professional Services and Employment. In connection with the execution of this Agreement, the OPERATOR, and its subcontractors, shall not unlawfully discriminate in the provision of

professional services or against any employee or applicant for employment because of race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by local, state, or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

B. Compliance with Anti-Discrimination Laws. The OPERATOR further assures that it, and its subcontractors, will abide by the applicable provisions of Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq* ; California Government Code Sections 4450, *et seq* ; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local state or federal laws, regulations, or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq* of Title 2, of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

14. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE ("ACDBE") COMPLIANCE:

A. The COUNTY has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with the regulations of the U.S. Department of Transportation (DOT) regulations, 49 CFR Part 23. The OPERATOR is required to participate in the COUNTY's ACDBE program.

B. This Agreement is subject to the requirements of the U.S. DOT regulations, Title 49 CFR Part 23. The OPERATOR agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, age, disability, religion, or sex (including pregnancy, sexual orientation, and gender identity) in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by DOT Title 49 CFR Part 23.

C. Small Business Participation: The COUNTY has established a Small Business Element in accordance with 49 CFR Part 23 and 26 to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation and to create a level playing field on which small businesses can compete fairly. While there is no specific numerical goal assigned to small business participation the prime contractor/concessionaire should make every effort to solicit small business concerns (as defined in 13 CFR Part 121) to participate as sub-contractors/sub-concessionaries, service providers, suppliers, etc.

D. The OPERATOR agrees to include the statement set forth in Section 14(B) above in any subsequent concession agreement or contract covered by DOT Title 49 CFR Part 23, that it

enters and cause those businesses to similarly include the statements in further agreements. Operator shall cooperate with the COUNTY in its program of recruiting, training, providing technical assistance and holding workshops to ensure that contracting, subcontracting, and purchasing opportunities available under this Agreement are accessible and available to all qualified business owners, including ACDBEs. OPERATOR agrees to submit a quarterly ACDBE Utilization Report including all required information to accurately submit the Annual Uniform Report of ACDBE Participation.

E. The COUNTY has available several remedies to enforce the ACDBE requirements contained in its contracts, including, but not limited to, the following:

   i. Breach of contract action, pursuant to the terms of this contract; an
   ii. Breach of contract action, pursuant to applicable State Statutes.

F. The federal government has available several enforcement mechanisms that it may apply to firms participating in the ACDBE problem, including, but not limited to, the following:
   i. Suspension or debarment proceedings pursuant to 49 CFR part 23; and
   ii. Enforcement action pursuant to 49 CFR part 31; and
   iii. Prosecution pursuant to 18 USC 1001.

G. The COUNTY will comply with all regulations set forth in DOT Title 49 CFR Part 23 and will monitor operations at the Airport for compliance with the ACDBE program.

H. The COUNTY will submit to the Federal Aviation Administration (FAA), Regional Civil Rights Office, an annual ACDBE participation report showing the commitments and attainments. The COUNTY will take measures to ensure nondiscriminatory participation of ACDBEs in concession, and other covered activities.

15. <u>NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:</u>

By executing this Agreement, the OPERATOR certifies that it is not a Nuclear Weapons Contractor, in that the OPERATOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. The OPERATOR agrees to notify the COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. The COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if the OPERATOR subsequently becomes a Nuclear Weapons Contractor.

16. <u>DRUG-FREE WORKPLACE CERTIFICATION:</u>

By executing this Agreement, the OPERATOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq*.), by doing all the following:

A. <u>Drug-Free Policy Statement</u>. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.

B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:

i. The dangers of drug abuse in the workplace;

ii. The OPERATOR's policy of maintaining a drug-free workplace;

iii. Any available counseling, rehabilitation and employee assistance programs; and

iv. Penalties that may be imposed upon employees for drug abuse violations.

C. Drug Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:

i. Receive a copy of the OPERATOR's Drug Free Policy Statement; and

ii. Agree to abide by the OPERATOR's Drug Free Policy as a condition of employment.

D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this PSA and/or ineligibility for award of future contracts.

17. INDEMNIFICATION:

A. Hold Harmless, Defense and Indemnification. The OPERATOR shall hold harmless, defend, and indemnify the COUNTY and its agents, officers, officials, employees, and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses, and costs of any kid or nature, including, without limitation, attorney's fees and other costs of litigation arising out of, or in connection with, the OPERATOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY.

B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve the OPERATOR from liability under this provision. This provision shall apply to all claims for damages related to the OPERATOR's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

C. Environmental Liability and Indemnification. In addition to the general indemnity stated in Section 19, and as part of it, it is specifically agreed between the parties that the OPERATOR shall be responsible in all respects for the OPERATOR's use of, or the OPERATOR's generation of, or release or threatened release of any petroleum based substance or product, or any volatile organic compound, or any substance classified as a pollutant, contaminant, toxic or dangerous substance, solid waste or a "hazardous waste" by either the United States Environmental Protection Agency or the State of California. The OPERATOR shall specifically be responsible for the disposition of all such waste or substances and for the environmental response activities and response costs, monitoring, or cleanup of any environmental condition deemed by those agencies, or either of them, to require environmental response, monitoring or cleanup activities of any kind whatsoever which arise out of the OPERATOR's use of, or generation of, such

substances in its operations at the Airport, and, the OPERATOR specifically agrees that the obligations of Section 19 above shall apply specifically to any cost or obligations of the COUNTY arising out of such response, disposition and/or clean up. The provisions of this Section shall survive the expiration, termination or early cancellation of this Agreement.

18. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by the COUNTY, and the OPERATOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements Without limiting the OPERATOR's indemnification obligations set forth herein, the OPERATOR, and its subcontractors, shall take out and maintain, throughout the term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of the OPERATOR or its agents, officers, directors, employees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars ($2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars ($1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against the COUNTY and its agents, officers, officials, employees and volunteers.

4. Cyber Liability Insurance with limits not less than Two Million Dollars ($2,000,000.00) per occurrence or claim (Two Million Dollars ($2,000,000.00) general aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by OPERATOR in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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5. Professional Liability Insurance - Error and Omission Coverage including coverage in an amount no less than Two Million Dollars ($2,000,000.00) for each occurrence (Four Million Dollars ($4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which the OPERATOR may be exposed to liability the OPERATOR shall require that such coverage be incorporated into its Professional Services Agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

i. The Comprehensive or Commercial General Liability Policy shall provide that the COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, the OPERATOR. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY or its agents, officers, officials, employees and volunteers Said policy shall also contain a provision stating that such coverage:

1. Includes contractual liability.

2. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."

3. Is the primary insurance with regard to the COUNTY.

4. Does not contain a pro-rata, excess only and or escape clause.

5. Contains a cross liability, severability of interest or separation of insureds clause.

ii. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to the COUNTY in accordance with the notice requirements set forth herein. It is further understood that the OPERATOR shall not terminate such coverage until the COUNTY receives adequate proof that equal or better insurance has been secured.

iii. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.

iv. For claims related to this Agreement, the OPERATOR's insurance is the primary coverage to the COUNTY, and any insurance or self-insurance programs maintained thereby are excess to the OPERATOR's insurance and will not be used to contribute therewith.

v. Any failure to comply with the provisions of this Agreement shall not affect the coverage provided to the COUNTY or its agents, officers, officials, employees and volunteers.

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vi. The OPERATOR shall furnish the COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars ($100,000.00) shall be disclosed to, and approved by, the COUNTY. If the OPERATOR does not keep all required policies in full force and effect, the COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to the OPERATOR under this Agreement.

vii. The COUNTY is to be notified immediately if twenty five percent (25%) or more of any required insurance aggregate limit is encumbered, and the OPERATOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

D. Disclaimer. The COUNTY does not represent or guarantee that these types or limits of coverage are adequate to protect the OPERATOR's interests and liabilities. It shall be the obligation and responsibility of the OPERATOR to insure, as it deems prudent, its own personal property, against damage. The COUNTY does not have insurance coverage for the OPERATOR's property and the COUNTY expressly disclaims any and all liability for any and all losses, damage and/or claims to personal possessions of the OPERATOR.

E. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

OPERATOR: LAZ PARKING CALIFORNIA, LLC
Attention: Chris Howley, Vice President – Airport Division
One Financial Plaza, 14th Floor
Hartford, Connecticut 06103

19. RELATIONSHIP OF PARTIES:

It is understood this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar collaborative association or legal entity. Both Parties further agree that the OPERATOR shall not be entitled to any benefits to which the COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits.

20. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

A. General Legal Requirements. The OPERATOR agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.

B. Licensure Requirements. The OPERATOR agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.

C. Accessibility Requirements. The OPERATOR agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.

D. Conflict of Interest Requirements. The OPERATOR agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the COUNTY's Conflict of Interest Code, all as may be amended from time to time.

21. PROVISIONS REQUIRED BY LAW:

This Agreement may be subject to additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is incorrectly stated, the Parties agree to amend the pertinent section to make such insertion or correction.

22. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the Parties agree to comply with the amended provision as of the amendment's effective date.

23. PROTOCOLS:

Both Parties agree that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both Parties hereto.

24. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

25. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party s prior written consent. Any assignment by the OPERATOR in violation of this provision shall be void and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or

customarily entered into by either party to obtain supplies, technical support or professional services.

26. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

27. DEFAULT:

A. Default Defined. "Default" shall be defined when any of the following circumstances exist:

i. If the OPERATOR has failed to pay fees, charges, or taxes when due hereunder and such failure to pay shall continue for ten (10) calendar days after written notice to the OPERATOR in the manner hereinafter provided.

ii. Failure to provide and/or maintain the insurance coverages required herein.

iii. If the OPERATOR fails in the observance or performance of any of the other terms, covenants and conditions of this Agreement and such failure shall continue for thirty (30) calendar days after the COUNTY has given the OPERATOR written notice, or the OPERATOR shall have failed to commence the corrective action of such failure within thirty (30) calendar days after such notice and to diligently prosecute the same where the same cannot be completed within thirty (30) calendar days.

iv. If a petition to reorganize the OPERATOR or for its arrangement of its unsecured debts shall be filed.

v. If the OPERATOR shall be adjudicated bankrupt.

vi. If a receiver or trustee of the OPERATOR's property shall be appointed by any court.

vii. If the OPERATOR shall make a general assignment for the benefit of creditors.

viii. If all of the interest of the OPERATOR in its property shall be taken by garnishment, attachment, execution or other process of law.

ix. If controlling interest of the OPERATOR under this Agreement shall, without the approval required in Section 28 be transferred or assigned.

x. If any lien shall be filed against the Premises because of an action or omission of the OPERATOR and shall not be discharged or contested by the OPERATOR in good faith by proper legal proceedings within twenty (20) calendar days after receipt of notice thereof by the OPERATOR.

B. Waiver of Default. The waiver by the COUNTY of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by the COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of the OPERATOR. Nor shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand repayment of, and the OPERATOR shall promptly refund, any funds disbursed to the OPERATOR which the COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

C. Rights Upon Default. If at any time the OPERATOR shall be in default, as defined in this Section, with regard to the requirements of this Agreement, it shall be lawful for the COUNTY, and the COUNTY may at any time thereafter:

a) Immediately, or at any time thereafter without further notice to the OPERATOR, re-enter into or upon the Premises under this Agreement or any part thereof and take possession of the same fully and absolutely with or without cancellation of this Agreement and without such re-entry representing a forfeiture of the fees and charges to be paid and of the covenants, terms and conditions to be performed by the OPERATOR for the full term of this Agreement, and in the event of such re-entry, the COUNTY may collect and retain all parking revenues or the COUNTY may contract with another the OPERATOR for an equivalent or greater or lesser concession fee and the COUNTY to recover properly measured damages.
b) The COUNTY may at its election terminate this Agreement upon written notice in the manner hereinafter provided and re-enter upon the Premises, and the OPERATOR covenants in case of such termination to indemnify the COUNTY against all loss of fees, and charges which the COUNTY has suffered or paid by reason of such termination, during the remainder of the term of this Agreement.
c) The COUNTY shall further have all other rights and remedies at law or in equity including injunctive relief, or summary proceedings for unlawful detainer, and any or all legal remedies, actions and proceedings shall be deemed cumulative.

28. CANCELLATION OF AGREEMENT BY OPERATOR:

This Agreement shall be subject to cancellation by the OPERATOR if one or more of the following events should occur:

A. The permanent abandonment of the Airport for scheduled air service.

B. If, by reason of any action of any governmental authority, the OPERATOR is unable to conduct its business for a period of in excess of ninety (90) consecutive days in substantially the same manner or substantially to the same extent as prior to such action.

C. Issuance by any court of competent jurisdiction of an injunction, order or decree in any way preventing or restraining the use of the Premises which injunction, order or decree remains in force of such injunction for a period of at least ninety (90) calendar days.

29. SURRENDER OF PREMISES:

Upon the termination of this Agreement, the OPERATOR's authority to use the Premises, rights, facilities, equipment and improvements herein granted shall cease and OPERATOR shall, upon expiration or termination, promptly and in good condition, normal wear and tear excepted, surrender the same to the COUNTY. In the event that the OPERATOR has in any way changed, altered or modified the Premises without the written approval of the Director of Aviation, the OPERATOR covenants to return the same to the condition they were in at the time of the occupancy under this Agreement, normal wear and tear excepted, or, in the alternative, to pay the COUNTY for the cost of returning them to said condition. Upon termination, any improvements which have become part of the realty shall become the property of the COUNTY, and the same shall be immediately returned to the ownership and control of the COUNTY. Any improvements not part of the realty shall be removed therefrom within ten (10) calendar days after the termination of this Agreement or the same shall be deemed to have been abandoned to the COUNTY and the right of the OPERATOR to possession thereof shall cease.

30. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of the COUNTY shall be personally liable for any default or liability under this Agreement.

31. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the written consent of both Parties.

32. STANDARD OF PRACTICE:

The OPERATOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. The OPERATOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercised under like circumstances.

33. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and or submitted by OPERATOR shall become the property of the COUNTY. However, the OPERATOR may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, the OPERATOR shall promptly turn over all such documents, information and reports to the COUNTY without exception or reservation.

34. JURISDICTION AND VENUE:

This Agreement shall be construed under the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

35. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive written approval from the COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. The OPERATOR shall inform the COUNTY in writing of all requests for interviews by the media related to this Agreement before such interviews take place; and the COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

36. SUBCONTRACTS:

OPERATOR shall obtain prior written approval from the COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. The OPERATOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third

parties under subcontracts, whether approved by the COUNTY or not.

37. ATTORNEYS FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

38. SURVIVAL OF PROVISIONS:

The duties and obligations of the Parties set forth in Section 3.D. - Compensation Upon Termination, Section 8 - Record Retention and Inspection, Section 10 - Confidential Information, and Section 14 - Indemnification shall survive the expiration or termination of this Agreement.

39. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the Parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

40. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the Parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

41. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

42. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, third-party labor strikes or lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, pandemics, or other disasters, whether or not similar to the foregoing.

43. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations between the Parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified by the Parties.

44. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be on (1) and the same agreement.

This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes.

A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

45. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the last date signed below.

TWO SIGNATURES ARE REQUIRED FOR LIMITED LIABILITY COMPANIES PURSUANT TO THE CALIFORNIA CORPORATIONS CODE:

(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER; OR
(3) ANY OTHER PROPERLY AUTHORIZED OFFICIAL OR EMPLOYEE.

LAZ PARKING CALIFORNIA, LLC

By:_____ Date: _____

Name: _____

Title:_____

By:_____ Date: _____

Name:_____

Title: _____

COUNTY OF HUMBOLDT

By:_____ Date: _____
Karen Clower, Acting Director of Aviation

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:_____ Date: _____
Risk Management

LIST OF EXHIBITS:

EXHIBIT A: Scope of Services
EXHIBIT B: AIP-Required Federal Clauses Applicable to Professional Services Agreements

EXHIBIT A
SCOPE OF SERVICES
LAZ Parking California, LLC
For Fiscal Year 2024-2025 to Fiscal Year 2029-2030

OPERATOR shall be required to utilize staff and technology to operate the public parking facilities in accordance with this Professional Services Agreement.

1. CONCESSION FEES, GROSS REVENUES, AND REPORTING

a) OPERATOR must institute revenue control procedures for the public parking facilities including: 1) procedures to control ingress and egress to the parking facilities, 2) procedures for collecting proper fees in accordance with the approved parking rate schedule and depositing the receipts in the bank designated by the COUNTY, 3) on-site uniformed staff trained to perform their duties in an efficient and courteous manner and support related management and activity reporting to accomplish the responsibilities, 4) the timely payment of applicable sales taxes to the appropriate taxing units, and 5) providing the COUNTY with daily, monthly, and annual reports as requested.

b) OPERATOR agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. OPERATOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

c) OPERATOR must provide cash and electronic payment options through a variety of means including an app that will accept major credit cards, Apple Pay and other similar apps, credit card processing at the exit lanes, and through a walk-and pay payment processing unit that will issue means to have parking validated at the exit lanes to process exiting customers.

d) OPERATOR must make daily cash deposits.

2. DATA COLLECTION AND ANALYTICS

a) OPERATOR must fully implement and maintain the LAZ Parking Advanced Business Intelligence and Dynamic Reporting Program. Program features include, but are not limited to, state-of-the-art business intelligence tools with dynamic reporting, dash boarding, and ad-hoc analysis, advanced analytics with industry leading predictive and forecasting analytics with what-if scenario modeling and predictive analysis, dynamic revenue and yield management optimization tool for yield and pricing analytics and matrixes on all products including transient and pre-booking products, dedicated on-going product and price management support, dedicated account management including initial and on-going training and technical support, 24-hour access to online activity and reporting, and access to fully flexible and customizable data and reports such as monthly reconciliation and real-time activity reporting.

b) OPERATOR must maintain accurate records and books of account on site, or available within 24-hours upon written notice, in accordance with Generally Accepted Accounting Principles (GAAP) necessary for submitting monthly activity reports as established by the Agreement.

3. HOURS OF OPERATION

a) OPERATOR must provide onsite staffing during peak operating hours before and after scheduled flights.

b) OPERATOR must provide continuous, uninterrupted 24-hour parking lot ingress and egress and customer service 365-days per year, including holidays, through a remote call center easy access at the exit gates to allow customers to interact with live agents for troubleshooting and resolution of any real-time problems. The call center must be able to control the ingress and egress gate arms.

4. QUALITY CONTROL

a) OPERATOR must operate and manage the parking facilities accordance with the highest standards and practices of the commercial airport parking industry.
b) OPERATOR must conduct operations in an orderly and courteous manner, so as not to annoy, disturb, or offend customers, patrons, employees, or tenants at ACV, and must provide prompt, courteous, and efficient customer service to airport customers and staff. On-site employees shall wear clean uniforms approved by the COUNTY when on duty.
c) OPERATOR is responsible for trash and debris removal from the parking facilities. COUNTY will identify a disposal location and pay for disposal.
d) OPERATOR must provide and maintain sufficient materials, supplies, and equipment to ensure a high standard of parking service and to avoid all disruptions to customers within the reasonable control of the OPERATOR.
e) OPERATOR must implement and maintain quality and service control programs to ensure that work is completed appropriately, meeting and exceeding COUNTY and customer expectations, including Mystery Parker Program, maintenance checklists, customer service response system, and online feedback training.

5. STAFFING

a) OPERATOR must provide a full-time local onsite manager and a full-time local onsite assistant manager during peak operating hours based on flight schedule times.
b) OPERATOR must provide on-call management response within thirty (30) minutes during non-peak operating hours when staff is not onsite.
c) OPERATOR must train onsite and call center staff pursuant to the agreed Standard Operating Procedures (SOP) as agreed upon by OPERATOR and COUNTY, including, but not limited to approved customer service techniques, the financial management policies, operating policies, safety and security protocols, technical and equipment training, and subsequent procedures to comply with the terms of this Professional Services Agreement.
d) OPERATOR must provide classroom training, task-specific training, post-employment training, customer service training, and any other training necessary.
e) OPERATOR must ensure manager or assistant manager have the authority to make decisions and resolve customer issues on a real-time basis.
f) OPERATOR must arrange for jump start/car starting services at no charge as part of the service under this Professional Services Agreement.
g) OPERATOR must arrange towing services, tire inflation, assistance with lost keys/lock outs, and other customer service operations at no cost to COUNTY.
h) OPERATOR must monitor parking lots during all times of the day and defined in OPERATOR'S SOP specific method, means and frequency of how to effectively monitor the parking lots, no less than one (1) time each morning shift and one (1) time each afternoon shift. Parking lot monitoring includes inspecting the lots for issues that need to be resolved, including, but not limited to, vehicles blocking through-ways, trash and debris, lighting, and signage and resolve any issues.

i) OPERATOR must conduct and submit in writing within 24-hours of completion, three (3) license plate inventories per week in the event the operating system reporting capabilities through the PARCS and LPR systems are not available.

j) OPERATOR Required Staff Positions

i) *General Manager*. OPERATOR's General Manager for ACV will have overall management responsibility for the implementation and enforcement of operational, financial, personnel, accounting and maintenance procedures related to parking at ACV. The General Manager is locally based on-site (or can be on-site within 30-minutes after a call) and has the authority to make real-time decisions to resolve customer issues.

Duties and responsibilities of the General Manager will include, but not be limited to, all the following:

- Works Monday through Friday (and weekends as needed).
- Reports to ACV Management and the Vice President of OPERATOR's Parking's Airport Division.
- Responsible for the overall management, operation, and maintenance of the Facility.
- Responsible for adhering to all Airport, FAA, and local government regulations, ordinances and laws.
- Responsible for revenue enhancement initiatives to increase profitability to the airport.
- Responsible for overall financial performance of location.
- Ensuring adherence and compliance by OPERATOR's Parking personnel to all established policies, rules, procedures, and regulations of OPERATOR.
- Preparation of daily, weekly, and monthly revenue reports to ACV.
- Regular review of Secret Shopping Reports & Customer Survey results to ensure superior customer service standards are consistently being delivered by all OPERATOR employees and the call center.
- Possess an elevated level of interpersonal skills to handle sensitive and complex situations including difficult customers, timely response & resolution of any customer complaints within forty-eight (48) hours.
- Administer an effective audit and risk assessment program of all parking operations.
- Approval of expense, invoice payment and account payable programs.
- Regular daily and weekly communication with representatives of ACV.
- Maintain close liaison with ACV staff on matters of accountability, security, and daily operations.
- Assist OPERATOR's Parking's Human Resources department with hiring, training, evaluating, and developing employees.
- Meet regularly to assess and mentor staff.
- Manager must be locally based.

ii) *Assistant Manager*. The Assistant Manager will serve as the field operational manager for daily parking operations at ACV, supporting the General Manager (GM) and ensuring the program's overall operational success. This is a working manager position. The duties and responsibilities of the Assistant Manager will include, but not be limited to, all the following:

- Works opposite shifts and reports to the General Manager.
- Assists the General Manager with operational and financial issues.
- General oversight of Daily Parking Operations.

- Responsible for adherence of LAZ personnel to all safety standards.
- Serves in the capacity of the General Manager in the event of the General Manager's absence.
- Performs periodic spot audits on operations.
- Oversees maintenance programs including contract administration with contractors to include inspection of the parking lots to ensure contract compliance.
- Ensures that existing maintenance of parking equipment is maintained at the highest level.
- Completes special projects as requested by the General Manager or ACV Management.
- Assists the General Manager in the review of the Secret Shopping Reports and Customer Surveys to ensure superior customer service standards are consistently being delivered.
- Attends internal meetings with ACV Management as requested.
- Possesses an elevated level of interpersonal skills to handle sensitive and complex situations including difficult customers and timely response and resolution of any customer complaints within forty-eight (48) hours.

k) <u>OPERATOR Staffing Schedule</u>

i) OPERATOR must provide a minimum of eight (8) hours of on-site staffing every calendar day of the year as depicted in the schedule below.

Management											
Hours per Day	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**	**Sun**	**Week**	**Month**	**Year**	**FTE**
Manager	8	8	8	8	8	0	0	40	173	2080	1.0
Assistant Manager	0	0	8	8	8	8	8	40	173	2080	1.0
									0	0	
Total	**8**	**8**	**16**	**16**	**16**	**8**	**8**	**80**	**347**	**4160**	**2.0**

1. <u>Employee Parking and Parking Validations</u>

ii) OPERATOR staff may park for free during their normal work shift in the employee parking lot. Employee parking in the public parking lot is strictly prohibited. The OPERATOR and the Director of Aviation shall arrive at a mutually agreeable method for parking ticket validations for validations authorized by the COUNTY.

iii) OPERATOR is strictly prohibited from issuing any validations for paid parking unless it is a customer service issue and is documented in the monthly complaint and response report. A reconciliation of all validated tickets must be included in the monthly report so that the total number of transactions is validated between paid parking and validated parking.

6. TECHNOLOGY AND EQUIPMENT

a) COUNTY is responsible for all utility costs, including a landline phone connection, if required for connection to the call center, associated with the normal duties associated with this Agreement.

b) OPERATOR must maintain all PARCS equipment and software required to conduct all internal management requirements as well as any call center system equipment and connections at its sole expense without reimbursement.

c) OPERATOR must, at its sole expense, providing normal maintenance on all equipment and

improvements to include the PARCS revenue control equipment, gates, pay-stations, cameras, cell phones, call center equipment, supplies, and OPERATOR's equipment and furnishings.

d) OPERATOR is responsible for the payment of all personal property taxes and license fees that may be levied or assessed during the term of this Professional Services Agreement associated with the transacting the business on the Premises by the OPERATOR.

7. EQUIPMENT FINANCING

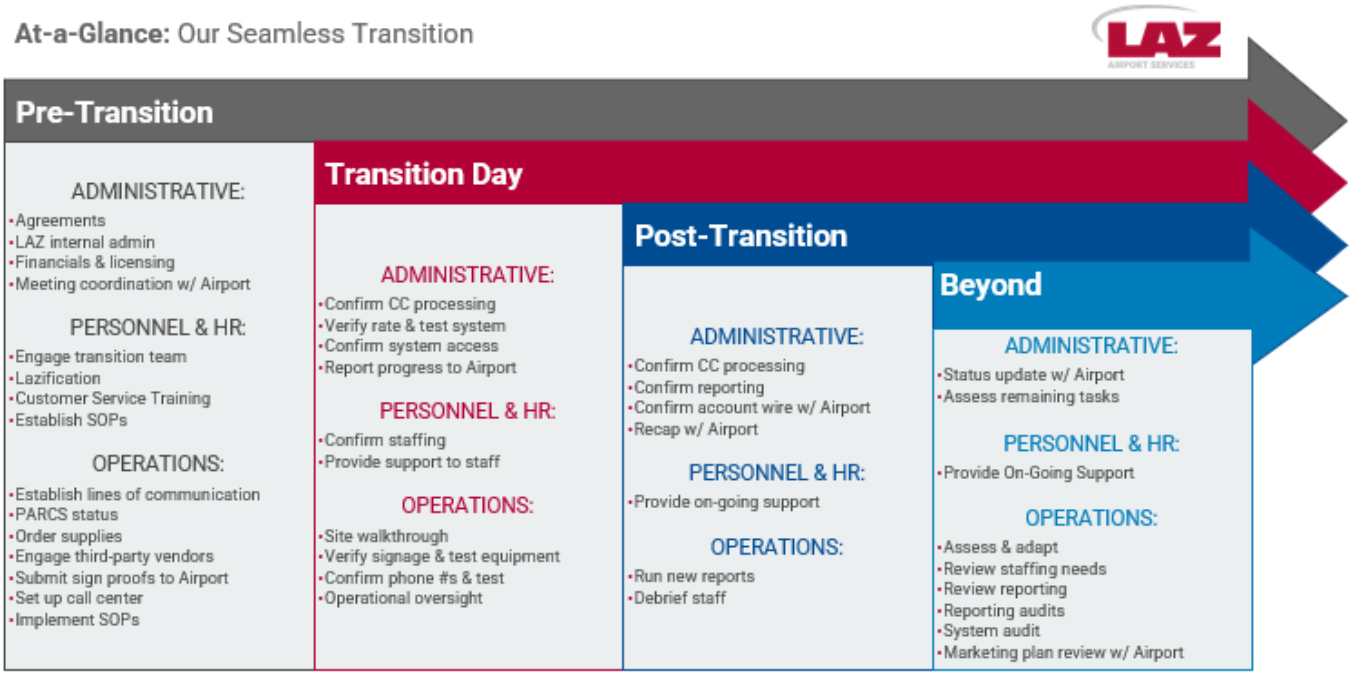
a. OPERATOR agrees to finance the PARCs purchase for COUNTY over the term of the agreement (Fiscal Year 2024-2025 to Fiscal Year 2029-2030) and will invoice COUNTY monthly during the term.
b. COUNTY will pay OPERATOR the cost of the PARCs purchase during the initial term of the agreement, with a lump sum amount due for any remaining balance owed at the end of the initial agreement period. If the agreement is extended, COUNTY will continue making payments for the remaining five years of the financing period.
c. COUNTY agrees to repay OPERATOR for any unamortized portion of the PARCs purchase in the event of termination of this Professional Services Agreement or closure of ACV prior to the full repayment of the financed amount.
d. Payments owed to OPERATOR for the amortized cost of the PARCs purchase will be deducted and withheld from the percentage of gross revenues otherwise owed to COUNTY.

8. IMPLEMENTATION PLAN AND SCHEDULE

a) <u>Transition Plan</u>

Timeline	Strategic Tasks
Upon Contract Award	○ Introduce the transition and implementation team. ○ Establish communications plan. ○ Set weekly Transition & PARCs Installation Calls. ○ Define timelines and implementation checklist. ○ Prepare and discuss the proposed operating plan with all stakeholders 30-60 days prior to transition. ○ Order supplies (i.e., computer, uniforms, phone, tickets). ○ Implement recruitment plan for staffing. ○ Finalize and order PARCs Equipment.
3 Week Before Transition	○ Confirm service contracts. ○ Review objectives and priorities. ○ Develop standard operating procedures for operations. and including the maintenance plan. ○ Branding audit and order new collateral. ○ Establish a best format for reporting financials. ○ Recruit, hire and train site manager. ○ COUNTY approve custom wraps and signage for PARCs.
2 Weeks Before Transition	○ Start civil work for PARCs installation.

	○ Receive approval for sign, uniform, and ticket from COUNTY. ○ Make sure all equipment is inventory is functioning. ○ Receive necessary supplies and allocate.
Transition Day	○ All transition and implementation team members present. ○ Commence review of operations and document any opportunities or recommendations. ○ Conduct field operational assessments. ○ Perform a weekly review.
2 Weeks After Transition	○ Evaluate performance and provide feedback to client. ○ Completion of operational audit and safety review. ○ Provide the COUNTY with operational recommendations. ○ On-going field staff assessments and training. ○ Convert weekly meetings to Operations Meetings with COUNTY.
30 Days After Transition	○ Commence PARCs Installation and training. ○ Review operational performance. ○ Conduct initial customer satisfaction survey. ○ LAZification Training. ○ Present first financial Statements to COUNTY.
60 Days After Transition	○ Review financial statements process. ○ Commencement of monthly partnership meetings. ○ Presentation of review of operation and revised SOP plan to the client and key stakeholders. ○ Implement changes or revised procedures.
90 Days After Transition	○ Continue to provide recommendations-based feedback. ○ Evaluate opportunities to enhance service. ○ Evaluate operation and provide on-going feedback.



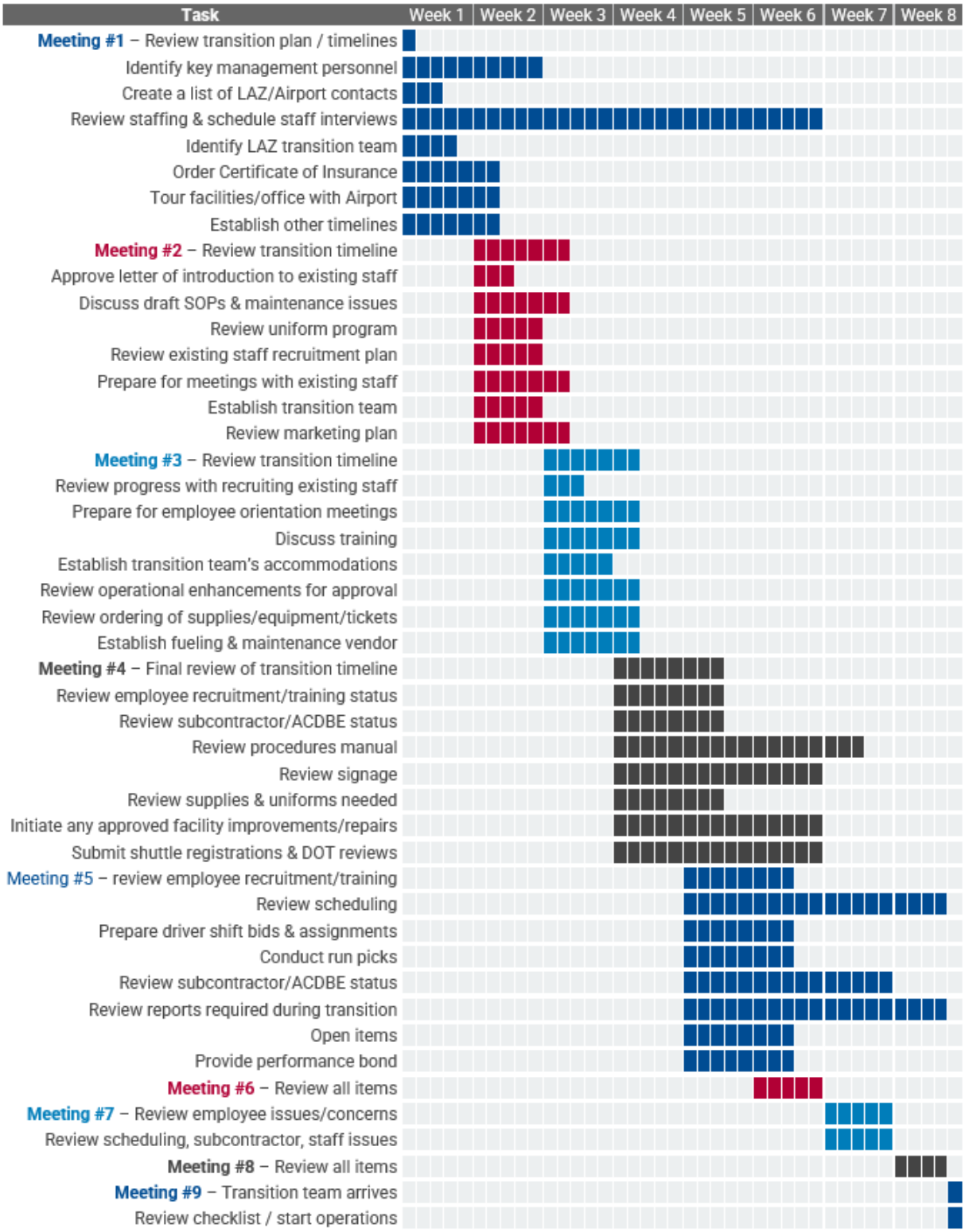
b) <u>Sample Transition Schedule and Timeline</u>

The Transition Plan will be rolled out in four stages, as shown below. Each of these will be thoroughly reviewed by the airport staff. This clear plan allows us to effectively coordinate efforts between COUNTY and OPERATOR during all periods of a transition.

Plan Stage	Strategic Tasks
Stage 1	○ Finalize and submit to ACV bonds, business license, and certificate of insurance. ○ Assemble transition managers, team members, and assign tasks and duties. ○ Site walk through and thorough review of current parking operations, facilities, shuttle routes. ○ Coordinate transition plan with OPERATOR parking transition team and COUNTY staff. ○ Review our recommended operational recommendations with COUNTY staff. ○ Evaluate and revise existing staffing schedules if needed. ○ Prepare PARCS equipment status and contract. ○ Begin team rhythm meetings. ○ Begin Rhythm Meetings with COUNTY staff.
Stage 2	○ Submit updated recommendations to supplement existing operations and our recommendations. ○ Order necessary supplies, telecom, forms. ○ Technical support training on Revenue Control Accounting and Inventory Systems. ○ Notify existing contractors of operator change and negotiate new contracts. ○ Forward all Insurance Certificates to Airport administrators. ○ Hire additional new employees prior to transition, if needed.

	○ Employee orientation, LAZification, and customer service training. ○ Uniform fitting for all employees.
Stage 3	○ Delegation of management and supervisory job assignments. ○ Submit parking transaction and revenue report samples to COUNTY. ○ Installation/training of automated payroll and time attendance system. ○ Installation of automated cash deposit system. ○ Develop Final Standard Operating Procedures (SOP) to meet COUNTY guidelines. ○ Distribution of Uniforms.
Stage 4	○ Commencement of operations. ○ PCI compliance site audit. ○ Conduct comprehensive operational and procedural audit for review by COUNTY. ○ Submit Standard Operating Procedures (SOP) to your management. ○ Analysis of operating procedures and report to your management. ○ Implementation of approved operational and revenue enhancement programs. ○ Submission revenue and rent reporting to COUNTY staff. ○ Ongoing meetings with transition team, parking manager and COUNTY staff. ○ Roll out of reservation system and other technology.

Transition Timeline Sample



9. PLACE OF PERFORMANCE

a. OPERATOR will perform all duties outlined within the Scope of Work at the California Redwood Coast – Humboldt County Airport (ACV) as depicted in the graphic below.

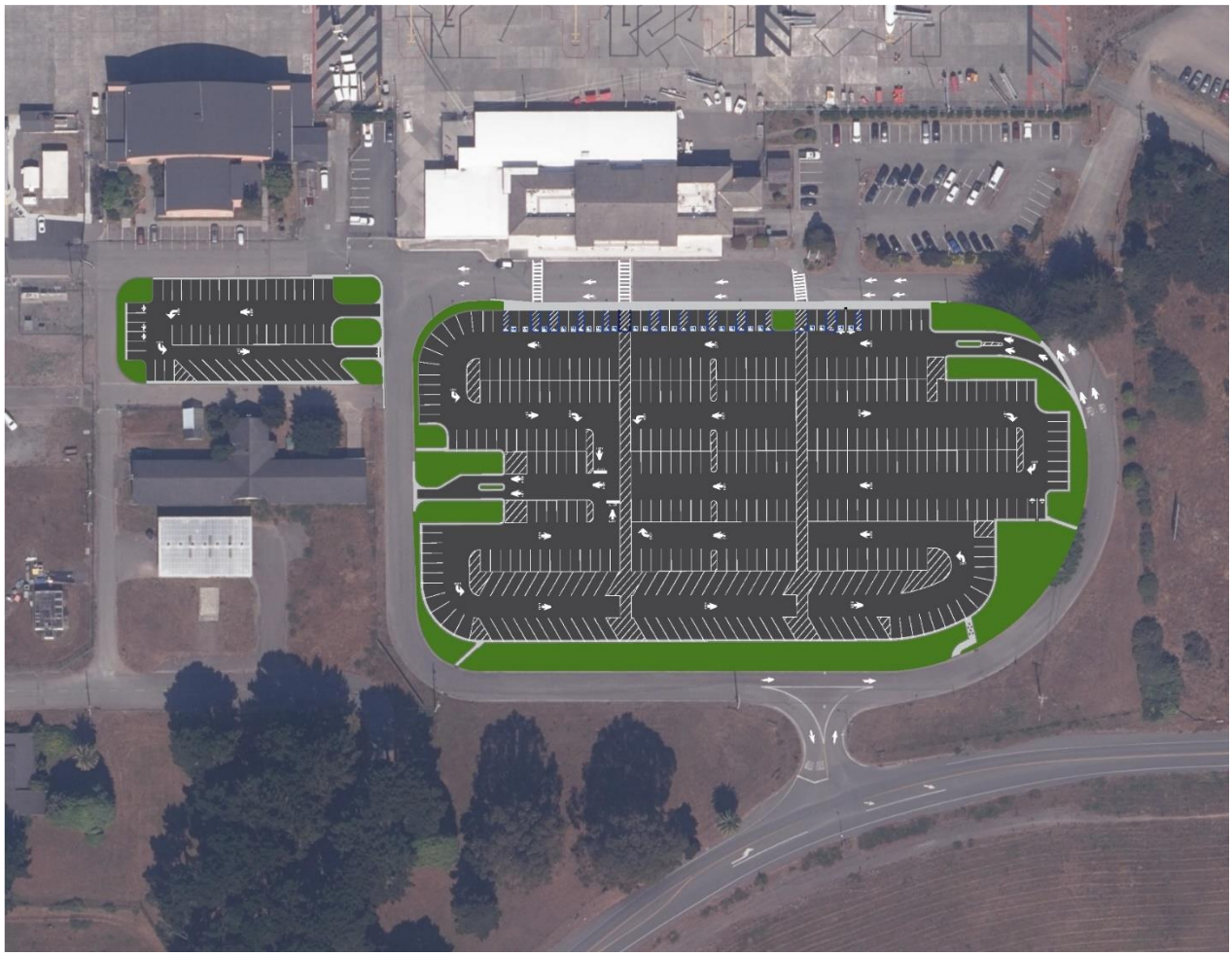


EXHIBIT B

AIP-REQUIRED FEDERAL CLAUSES APPLICABLE TO PROFESSIONAL SERVICES AGREEMENTS

LAZ Parking California, LLC

For Fiscal Year 2024-2025 to Fiscal Year 2029-2030

I. PROVISIONS APPLICABLE TO ALL PROFESSIONAL SERVICES AGREEMENTS

A. ACCESS TO RECORDS AND REPORTS

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the sponsor, 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 contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor 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.

B. BUY AMERICAN CERTIFICATION

The contractor 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 Airport Improvement Program ("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.

See Attachments A and B: Buy American Certifications

C. GENERAL CIVIL RIGHTS PROVISIONS

The contractor 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 contractor 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.

D. CIVIL RIGHTS ACT OF 1964, TITLE VI, COMPLIANCE WITH NONDSICRIMINATION REQUIREMENTS

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants and operators) will comply with the Title VI List of Pertinent Nondiscrimination Acts 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 contractor, 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 contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, 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 contractor 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 contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor 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 sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor 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 contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the contractor under the contract until the contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
7. **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

c. 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);
d. 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;
e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
f. 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);
g. 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);
h. 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;
i. 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);
j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-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;
k. 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);
l. 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).

E. DISADVANTAGED BUSINESS ENTERPRISES

In the event that the Sponsor has established a Disadvantaged Business Enterprises (DBE) participation goal for the Project which is the subject of this contract, contractor shall comply with all applicable DBE requirements of 49 CFR Part 26. The DBE participation may be composed of any combination of firms certified as DBEs in accordance with 49 CFR Part 26. The contractor shall comply with Sponsor's DBE Program and subcontract with those firms as previously submitted to Sponsor (on form provided by Sponsor) on the contractor's list of disadvantaged businesses to meet the DBE participation goal for this Project. If the contractor intends to subcontract a portion of the services to be performed hereunder, the contractor shall affirmatively seek out DBEs that are potential subcontractors, suppliers, or consultants, and actively solicit their interest, capability and prices. Any questions concerning DBE issues shall be addressed to DBE Program staff at Telephone No. (559) 498-4071 or Fax No. (559) 621-1182.

Contract Assurance (§ 26.13) – The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor 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.

Prompt Payment (§26.29) – The contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the contractor receives from Sponsor**.** The contractor agrees further to return any retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor**.** This clause applies to both DBE and non-DBE subcontractors.

F. ENERGY CONSERVATION REQUIREMENTS

Contractor and any subcontractors agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq*).

G. FEDERAL FAIR LABOR STANDARDS ACT (MINIMUM WAGE)

All contracts and subcontracts resulting from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

H. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

I. RIGHTS TO INVENTIONS (This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*.)

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

J. TRADE RESTRICTION CERTIFICATION

The contractor 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 as published by the Office of the United States Trade Representative (U.S.T.R.);
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 included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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.

The contractor must provide immediate written notice to the Sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 Sponsor or subcontractor:

(1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
(2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
(3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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 contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Sponsor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Sponsor has knowledge that the certification is erroneous.

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

K. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

L. SEISMIC SAFETY (applicable to agreements involving the construction of a new building or structural addition to existing buildings)

In the performance of design services, the Contractor agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Contractor agrees to furnish the Sponsor a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

M. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The contractor must complete the following two certification statements. The contractor must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications:

a) The applicant (contractor) represents that it **is** (✓) **is not** (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

b) The applicant (contractor) represents that it **is** (✓) **is not** (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Term Definitions:

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

I. PROVISIONS APPLICABLE TO CONTRACTS $2,000 AND GREATER

A. COPELAND "ANTI-KICKBACK" ACT(applicable if contract includes construction, alteration, repair, as defined in 29 CFR Part 5)

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Sponsor a weekly statement on the wages paid to each employee performing on covered work during the prior week. Sponsor must report any violations of the Act to the Federal Aviation Administration.

B. DAVIS-BACON REQUIREMENTS (applicable if contract includes construction, alteration, repair, as defined in 29 CFR Part 5, exceeding $2000)

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (*e.g.* , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;
(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is

registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

II. PROVISION APPLICABLE TO CONTRACTS $3,500 AND GREATER

A. BAN ON TEXTING AND DRIVING

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), the Federal Aviation Administration 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 subgrant.

In support of this initiative, the Sponsor encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

III. PROVISIONS APPLICABLE TO CONSTRUCTION CONTRACTS $10,000 AND GREATER

A. AFFIRMATIVE ACTION REQUIREMENT (applicable to contracts and subcontracts exceeding $10,000 and including AIP-funded construction work. "Construction work" means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: ___%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the State of California, County of Humboldt**.**

B. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O) (applicable to construction contracts, as defined in the Affirmative Action provision, over $10,000, and may be applicable to Professional Services Agreements. "Construction work" means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real

property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.)

1. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance*: Provided, however*, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency

the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
   c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
   d. "Minority" includes:
      (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
      (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
      (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area

where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
    c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
    d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such a superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its

implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. PROHIBITION of SEGREGATED FACILITIES (applicable to contracts and subcontracts including the EEO provisions above, regardless of amount of the contract.)

(a)The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

D. PROCUREMENT OF RECOVERED MATERIALS (applicable if an agreement includes procurement of a product that exceeds $10,000)

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

a) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or,
b) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/conserve/tools/cpg/products/. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

E. TERMINATION OF CONTRACT

1. TERMINATION FOR CONVENIENCE

The Sponsor may, by written notice to the Contractor, terminate this Agreement for its convenience and without cause or default on the part of Contractor. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Contractor must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Sponsor agrees to make just and equitable compensation to the Contractor for satisfactory work completed up through the date the Contractor receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Sponsor further agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

2. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Sponsor**: The Sponsor may terminate this Agreement in whole or in part, for the failure of the Contractor to:
    i) Perform the services within the time specified in this contract or by Sponsor approved extension;
    ii) Make adequate progress so as to endanger satisfactory performance of the Project;

iii) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Contractor must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Contractor must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Sponsor agrees to make just and equitable compensation to the Contractor for satisfactory work completed up through the date the Contractor receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Sponsor further agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Sponsor determines the Contractor was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

b) **Termination by Contractor**: The Contractor may terminate this Agreement in whole or in part, if the Sponsor:
   i) Defaults on its obligations under this Agreement;
   ii) Fails to make payment to the Contractor in accordance with the terms of this Agreement;
   iii) Suspends the Project for more than [180] days due to reasons beyond the control of the Contractor.

Upon receipt of a notice of termination from the Contractor, Sponsor agrees to cooperate with Contractor for the purpose of terminating the agreement or portion thereof, by mutual consent. If Sponsor and Contractor cannot reach mutual agreement on the termination settlement, the Contractor may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the contract.

In the event of termination due to Sponsor breach, the Engineer is entitled to invoice Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Contractor through the effective date of termination action. Sponsor agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

IV. PROVISION APPLICABLE TO CONTRACTS $25,000 AND GREATER

A. CERTIFICATIONS REGARDING DEBARMENT AND SUSPENSION

1. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

2. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, 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 successful bidder 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 of the non-compliant participant.

V. PROVISIONS APPLICABLE TO CONTRACTS $100,000 AND GREATER

A. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS (applicable to contracts employing laborers, mechanics, watchmen and guards, or installing equipment onsite)

1. Overtime Requirements.

No contractor 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) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor 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) of this clause, 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) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner 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 moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

4. Subcontractors.

The contractor 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 contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

B. CERTIFICATION REGARDING LOBBYING, LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The contractor certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, 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.

(3) The contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

VI. PROVISIONS APPLICABLE TO CONTRACTS $150,000 AND GREATER

A. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors 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.

Sponsor will provide the contractor with written notice that describes the nature of the breach and corrective actions the contractor must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Sponsor elects to terminate the contract. The Sponsor's notice will identify a specific date by which the contractor must correct the breach. Sponsor may proceed with termination of the contract if the contractor fails to correct the breach by deadline indicated in the Sponsor's notice.

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.

B. CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

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Attachment A:
CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

(Buildings such as Terminal, SRE, ARFF, etc.)

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

☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

a) Only installing steel and manufactured products produced in the United States; or
b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

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

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

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

<u>Required Documentation</u>

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility".

The required documentation for a type 3 waiver is:

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

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

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

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

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

Date	Signature
Company Name	Title

Attachment B:

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:

To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

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

Required Documentation

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

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

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

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

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

Date	Signature
Company Name	Title

EXHIBIT C

OPERATOR'S RFP PROPOSAL
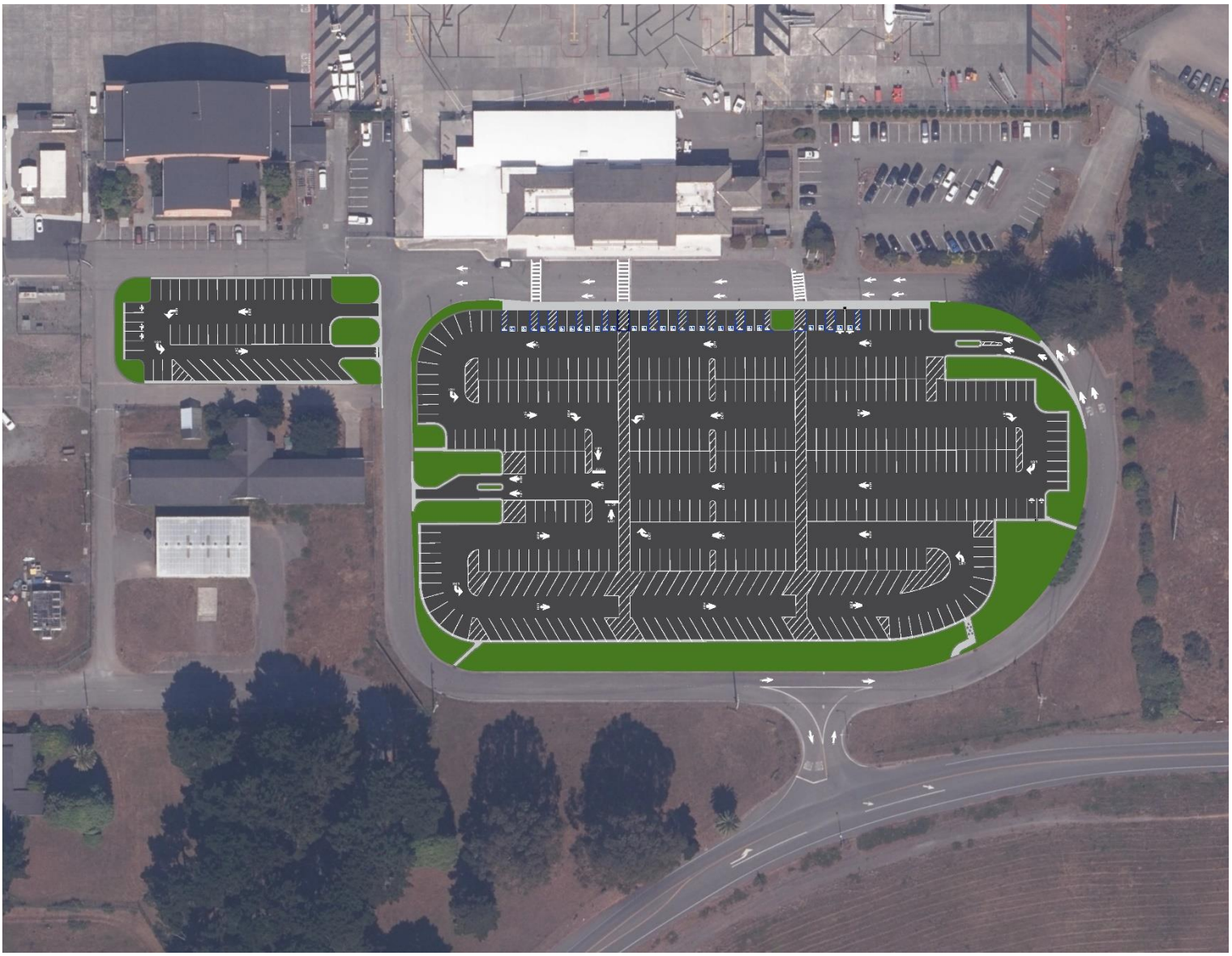
EXHIBIT E:
PROPOSED PARKING FACILITIES