



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-16

For the meeting of: June 16, 2015

Date: May 08, 2015

To: Board of Supervisors

From:  Thomas K. Mattson, Director of Public Works

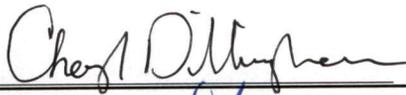
Subject: Professional Consultant Services for Arcata-Eureka Airport Layout Plan Update, Airport Improvement Program (AIP) Grant 03-06-0010-43, Project No. 919267 and the Murray Field Airport Layout Plan Update, Airport Improvement Program (AIP) Grant 03-06-0072-10, Project No. 919268

RECOMMENDATION(S): That the Board of Supervisors:

1. Arcata-Eureka Airport Layout Plan Update; Authorizes the Chair to sign three (3) copies of the Agreement for Consultant Services with Mead and Hunt, for an amount not to exceed \$83,333 (Eighty-Three Thousand Three Hundred Thirty-Three Dollars).
2. Murray Field Airport Layout Plan Update; Authorizes the Chair to sign three (3) copies of the Agreement for Consultant Services with Mead and Hunt, for an amount not to exceed \$83,333 (Eighty-Three Thousand Three Hundred Thirty-Three Dollars).
3. Directs the Clerk of the Board to return two (2) of each fully executed copies to Public Works.

SOURCE OF FUNDING:

Aviation Capital Projects - Airport Improvement Program 03-06-0010-43 (AIP-43), 03-06-0072-10 (AIP-10) and Aviation Division.

Prepared by Tyler Holmes CAO Approval 

REVIEW: Auditor  County Counsel  Personnel _____ Risk Manager  Other _____

TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Sundberg Seconded by Supervisor Bass

Ayes Sundberg, Lovelaci, Fennell, Bass

Nays _____

Abstain _____

Absent Bohn

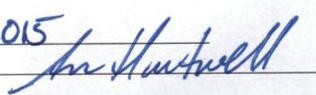
PREVIOUS ACTION/REFERRAL:

Board Order No. C-20

Meeting of: Aug. 12, 2014

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: June 16, 2015

By: 

Kathy Hayes, Clerk of the Board

DISCUSSION:

On August 12, 2014, the Board authorized execution of the Federal Aviation Administration (FAA) Grants for Arcata-Eureka Airport (ACV) Update Airport Layout Plan (ALP) and Murray Field Airport (EKA) Update Airport Layout Plan (ALP). The last major updates to the Arcata-Eureka Airport ALP and the Murray Field ALP were completed in 2007. ALP updates are planning opportunities that allow each of the County's six (6) individual airports to re-organize, incorporate any modifications and/or adjustments that may be required while maintaining continuity to previously established planning issues such as land use, safety and capital improvements. ALP's are also a prerequisite for grant eligibility in FAA's Airport Improvement Program (AIP).

Mead and Hunt Inc. (M&H), the proposed consultant, has a history with the ALP's for both of the above-referenced facilities and they are familiar with current FAA requirements. M&H is chosen as the consultant best qualified to complete this project from the Prequalification List for Airport Consultants adopted by your Board on May 21, 2013. The ability to contract with pre-qualified airport consultants in this way allows Public Works to keep airport projects on track and moving forward in an organized manner.

The consultant shall be compensated by a not-to-exceed fee and the FAA grants will provide the majority of funding for each of the above-referenced projects. The County will provide a balancing percentage of matching funds. The anticipated total project cost for each project and the associated cost sharing distributions are as follows:

Project Description	AIP No.	County No.	FAA Share	County Match	Total Fee
ACV ALP Update	03-06-0100-43	919267	\$75,550	\$7,783 (9.34%)	\$83,333
EKA ALP Update	03-06-0072-10	919268	\$75,000	\$8,333 (10%)	\$83,333

FINANCIAL IMPACT:

The FAA AIP grants will provide funding and the remaining County matching amounts will be provided by the Aviation Division.

These projects conform to the Board of Supervisors' Core Roles of providing and maintaining County infrastructure to enhance safety of aviation facilities.

OTHER AGENCY INVOLVEMENT:

Federal Aviation Administration (FAA)

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Not sign the agreement or direct staff to use a different consultant; however, this is not recommended by staff due to another consultant's lack of familiarity with this complex project and causing project delays.

ATTACHMENT:

1. Three (3) copies of the Agreement for Consultant Services for the Airport Layout Plan Update between Humboldt County and Mead and Hunt, Inc. at the Arcata/Eureka Airport.
2. Three (3) copies of the Agreement for Consultant Services for the Airport Layout Plan Update between Humboldt County and Mead and Hunt, Inc. at the Murray Field Airport.

AGREEMENT FOR CONSULTANT SERVICES
Airport Layout Plan Update, Murray Field Airport
FAA Project No. 3-06-0072-10
Project No. 919268

THIS AGREEMENT made this 16th day of June, 2015, by and between the County of Humboldt, California, hereinafter called the "COUNTY", and Mead & Hunt Inc. (MHI), a Wisconsin corporation, located at 133 Aviation Boulevard, Suite 100, Santa Rosa, California 95403, hereinafter called the "CONSULTANT".

WITNESSETH

WHEREAS the CONSULTANT warrants that it is a duly qualified airport consulting firm experienced in airport planning, design and construction engineering services, and

WHEREAS, in the judgment of the COUNTY, it is necessary and desirable to employ the services of the CONSULTANT to provide Airport Consulting Services for the following tasks herein referred to as the "PROJECT", and further described in Exhibit "A".

- AIRPORT LAYOUT PLAN UPDATE

WHEREAS, the COUNTY has obtained a Grant from the Federal Aviation Administration (FAA) to finance said PROJECT.

NOW, THEREFORE, COUNTY and CONSULTANT agree as follows:

A. CONSULTING SERVICES

The CONSULTANT shall provide the Professional Services for the Airport Layout Plan (ALP) Update described in Exhibit "A".

B. ADDITIONAL SERVICES

Services beyond those outlined in Paragraph A shall require amendment of this AGREEMENT.

C. COUNTY'S RESPONSIBILITIES

1. The COUNTY shall make available to the CONSULTANT all the technical data and information that is in the COUNTY's possession that is required by the CONSULTANT to complete this work other than that deemed not a public

record pursuant to Government Code Section 6250 et seq. or deemed confidential pursuant to the Evidence Code.

2. The Director of Public Works, or designee, shall act as the COUNTY's representative in various contract matters.
3. Issue Notices to Airmen (NOTAMS) and announcements regarding the impact of the PROJECT activities at the Airport.
4. Examine all reports, estimates, drawings, specifications, and other documents presented by the CONSULTANT and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.
5. Make reasonable efforts to obtain approval of all governmental authorities having jurisdiction of the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for the completion of the PROJECT.
6. Update the COUNTY's Disadvantaged Business Enterprise Plan as required by FAA.

D. COMMENCEMENT OF WORK AND TIME OF COMPLETION

1. The term of this Agreement shall be for 730 (seven hundred thirty) calendar days beginning as of the Effective Date and ending 730 (seven hundred thirty) calendar days later.
2. Project Schedule shall be as set forth in Exhibit "B".
3. Notwithstanding the foregoing, COUNTY shall not be obligated for payments hereunder for any future fiscal year unless or until COUNTY's Board of Supervisors appropriates funds for this Agreement in COUNTY's budget for the fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds for this Agreement were appropriated. COUNTY shall notify CONSULTANT, in writing, of such non-appropriation at the earliest possible date. However, any term herein which by its nature extends beyond the end or termination of this Agreement, remains in effect until fulfilled (including, without limitation, unfulfilled payment obligations, and outstanding liabilities).

E. CONSULTANT'S COMPENSATION

1. The COUNTY shall pay the CONSULTANT for the design engineering services in the AGREEMENT on a lump sum fee of Eighty-three Thousand

Three Hundred Thirty-three Dollars (\$83,333.00). A detailed description of this fee is contained in Exhibit "C". Said CONSULTANT's fee shall be full compensation for all costs and expenses incurred by CONSULTANT in connection with the performance of all said services, including but not limited to, all costs of labor and services of all employees, consultants, and all other persons retained or employed by CONSULTANT, long-distance telephone calls, travel, parking, typing, duplicating, office supplies, copies and all items of general overhead.

2. For any additional services authorized by the COUNTY, the CONSULTANT shall be compensated according to the standard billing rate schedule in Exhibit "D". The budget for any authorized work shall be established prior to the start of said work. Budget shall not be exceeded without written authorization from the COUNTY. Additional work will require an amendment to this AGREEMENT, a separate "Notice To Proceed" and the CONSULTANT is not authorized to proceed with any services until written authorization is received from the COUNTY.

F. METHOD OF PAYMENT

Partial payments shall be made to the CONSULTANT by the COUNTY on a monthly basis in accordance with the CONSULTANT's establishment of the percentage of completion of work described in Exhibit "A" of this AGREEMENT, subject to review and approval of such estimate by COUNTY. Payments shall be made within thirty (30) days of receipt of the CONSULTANT's invoice.

G. TERMINATION

This AGREEMENT may be terminated by either party by giving seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this AGREEMENT is so terminated, CONSULTANT shall be paid as provided under Paragraph F for all services rendered to the date of receipt of notice of termination. COUNTY may also terminate the AGREEMENT, or any portion thereof, should federal funding be unavailable to pay for any of the services required hereunder or for any other reason the COUNTY deems appropriate.

H. ASSIGNMENT AND SUBCONTRACT

The CONSULTANT shall not assign any rights or duties under this AGREEMENT to a third party without prior written consent of the COUNTY.

I. OWNERSHIP OF DOCUMENTS

The COUNTY shall be the owner of and shall be entitled to possession of any plans, copies of correspondence, or other pertinent data and information gathered by the CONSULTANT prior to termination of this AGREEMENT by either party or upon completion of the work pursuant to this AGREEMENT. If any documents are reused by the COUNTY, the nameplates and professional seals shall be removed, and the CONSULTANT shall be released and held harmless of subsequent liabilities. The CONSULTANT agrees that the COUNTY, the FAA, and the Comptroller General of the United States will have access to any books, documents, papers, and records that are directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts, and transcriptions.

J. FEDERAL OBLIGATION

It is understood by the COUNTY and CONSULTANT that the FAA is not a party to this AGREEMENT and will not be responsible for costs except as should be agreed upon by the COUNTY and the FAA under a Grant Agreement for the Airport Consulting Services.

K. CERTIFICATION OF CONSULTANT

The COUNTY and the CONSULTANT hereby certify that the CONSULTANT has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

1. Employ or retain, or agree to employ or retain, any firm or persons.
2. Pay, or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

L. COMPLIANCE WITH APPLICABLE LAWS

The CONSULTANT shall (in accordance with Consultant's Professional Standard of Care) comply with all Federal, State, and local laws affecting the services covered by this AGREEMENT.

M. FEDERAL REQUIREMENTS

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agree as follows:

1. Compliance with Regulations. The CONSULTANT shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of

the Department of Transportation (hereinafter called "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations") which are herein incorporated by reference and made a part of this AGREEMENT.

2. Nondiscrimination. The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations including employment practices when the AGREEMENT covers a program set forth in Appendix B of the Regulations.
3. Solicitation for Subcontract, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligation under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY, FAA, or the Comptroller General of the United States to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the COUNTY or the FAA as appropriate, and shall set forth what efforts it has made to obtain the information. The CONSULTANT shall maintain all required records for three (3) years after the sponsor makes final payment and all other pending matters are closed.
5. Sanctions for Noncompliance. In the event of the CONSULTANT's noncompliance with the nondiscrimination provision of this AGREEMENT, the COUNTY shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or

- b. Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. Incorporation of Provisions. The CONSULTANT shall include the provisions of Paragraphs M (1) through M (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the COUNTY or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the COUNTY to enter into such litigation to protect the interests of the COUNTY and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
7. DBE Obligation. The CONSULTANT agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this AGREEMENT. In this regard, the CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
8. Foreign Market Restriction. The CONSULTANT agrees it will not allow funds provided under this AGREEMENT to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

N. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

1. Defense and Indemnification for Design Professional Services: To the fullest extent permitted by law, and in accordance with Civil Code §2782.8, CONSULTANT shall indemnify, defend (with legal counsel reasonably acceptable to COUNTY) and hold harmless COUNTY, its officers, agents and employees, from any claim, liability, loss, injury or damage (collectively,

"Litigation") that arises out of, pertains to, relates to, or is connected with, performance of this Agreement due to the negligence, recklessness, or willful misconduct of CONSULTANT and/or its agents, employees or subconsultants. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.

2. Defense and Indemnification for Non-Design Professional Services: CONSULTANT shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of Litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.
3. CONSULTANT shall place in its subconsulting agreements and cause its subconsultants to agree to indemnities and insurance obligations in favor of COUNTY and other Indemnitees in the exact form and substance of those contained in this Agreement.

O. INSURANCE

Consultant's Duty to Show Proof of Insurance. Prior to the execution of this Agreement, CONSULTANT shall furnish to COUNTY satisfactory proof that CONSULTANT has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to COUNTY and with an insurance carrier satisfactory to COUNTY, authorized to do business in California and rated by A. M. Best & Company "A" or better, financial category size Seven (7) or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of CONSULTANT for which CONSULTANT may be legally liable, whether performed by CONSULTANT, or by those employed directly or indirectly by it, or by anyone for whose acts CONSULTANT may be liable:

1. Commercial General Liability Insurance. Commercial general liability

insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than \$2,000,000 general aggregate and \$2,000,000 each occurrence, subject to a deductible of not more than \$25,000 payable by CONSULTANT.

2. Business Automobile Liability Insurance. Business automobile liability insurance with limits not less than \$1,000,000 each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than \$10,000 payable by CONSULTANT.
3. Workers' Compensation Insurance. Workers' Compensation Employers' Liability limits not less than \$1,000,000 each accident, \$1,000,000 per disease and \$1,000,000 aggregate. CONSULTANT's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event CONSULTANT is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
4. Professional Liability Insurance. Professional Liability Insurance, either (a) specific to this Project only, with limits not less than \$2,000,000 each claim, or (b) limits of not less than \$2,000,000 each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, and any deductible not to exceed \$25,000 for each claim, with no exclusion for claims of one insured against another insured and with tail coverage for a period of five (5) years after the completion of the Services.
5. Environmental Impairment Insurance. If applicable, Environmental Impairment Liability Insurance appropriate for the hazardous materials/waste activity contemplated in this Agreement, with limits not less than \$1,000,000 per claim; and \$2,000,000 annual aggregate. The retroactive date (if any) is to be no later than the effective date of this Agreement.
6. Insurance Notices
County of Humboldt AND Humboldt County Department of Public Works
Attn: Risk Management 1106 Second Street
825 5th Street, Room 131 Eureka, California, 95501

Eureka, CA 95501

7. Insurance policies shall contain an endorsement containing the following terms:
 - a. Status of County as Additional Insured. On CONSULTANT's Commercial General Liability policy and Automobile Liability Policy, COUNTY, and its affiliates, directors, officers, officials, partners, representatives, employees, CONSULTANTS, subconsultants, agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured. Said policy shall also contain a provision stating that such coverage:
 - i. Includes contractual liability.
 - ii. Is primary insurance as regards to COUNTY.
 - iii. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of building or structure to property underground, commonly referred to "XCU Hazards".
 - iv. Does not contain a pro-rated excess only, and/or escape clause.
 - v. Contains a cross liability, severability of interest or separation of insured's clause.
 - b. The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
 - c. Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to COUNTY thirty (30) days in advance of the effective date thereof.
 - d. Insurance shall be primary insurance and no other insurance or self insured retention carried or held by any named or additional insureds other than that amount CONSULTANT shall be called upon to contribute to a loss covered by insurance for the named insured.
 - e. Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Agreement, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above.
 - f. Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT or any of its permitted subcontractors or subconsultants may be held responsible for payment of damages

resulting from their operations.

- g. If CONSULTANT fails to maintain any required insurance, COUNTY may take out such insurance, and deduct and retain amount of premium from any sums due CONSULTANT under this Agreement.

P. NOTICES

Notices shall be given to the CONSULTANT at the following address:

Mead & Hunt, Inc.
133 Aviation Boulevard, Suite 100
Santa Rosa, California 95403

Notices shall be given to the COUNTY at the following address:

County of Humboldt
Department of Public Works - Aviation Division
1106 Second Street
Eureka, California 95501

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or to any other person shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth above. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

Q. NUCLEAR FREE ZONE

CONSULTANT certifies by its signature below that CONSULTANT is not a nuclear weapons contractor in that CONSULTANT 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. CONSULTANT agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor defined above. COUNTY may immediately terminate this AGREEMENT if it determines that the foregoing certification is false or if CONSULTANT becomes a nuclear weapons contractor.

R. RELATIONSHIP OF PARTIES

CONSULTANT shall perform all work and services as described herein as an independent contractor. No person performing any of the work or services

described herein shall be considered an officer, agent, servant or employee of COUNTY, nor shall any such person be entitled to any benefits, including but not limited to Workers Compensation Benefits, available or granted to employees of COUNTY. CONSULTANT shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between COUNTY and CONSULTANT.

S. ENTIRETY OF AGREEMENT

This AGREEMENT shall constitute the entire agreement between the parties relating to the subject matter of this AGREEMENT, and shall supersede any previous AGREEMENTs, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms that are embodied in this agreement are hereby ratified.

T. BINDING EFFECT

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 assigns.

U. 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.

V. NO WAIVER

The waiver by either party of any breach or violation of any requirement 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.

W. INTERPRETATIONS

As both parties jointly prepared this AGREEMENT, the language in all parts of this AGREEMENT shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

X. ATTORNEYS' FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this AGREEMENT to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, "the party prevailing" means the party who dismisses an action or proceeding 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.

Y. JURISDICTION AND APPLICABLE LAWS

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

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IN WITNESS WHEREOF, the County of Humboldt, by and through its Board of Supervisors, and Mead & Hunt, Inc. by its authorized officers, have made and executed this AGREEMENT as of the day and year first written above.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

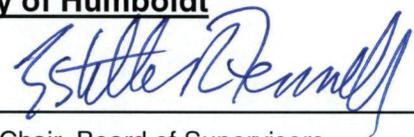
(SEAL)

ATTEST:

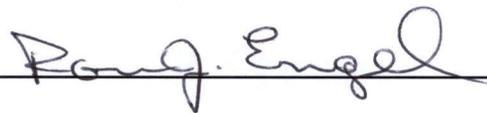
Clerk of the Board

By 

County of Humboldt

By 
Chair, Board of Supervisors

Consultant: Mead & Hunt, Inc

By: 

Title: Ron Engel, Vice President

[Print Name and Title of Signer: If Corporate: Chairman, President or Vice President]

Date: 4/28/15

By: 

Title: Jon J. Faucher, Secretary

[Print Name and Title of Signer: If Corporate: Secretary, Assistant Secretary, CFO or Assistant Treasurer]

Date: 4-27-15

APPROVED AS TO FORM:

County Counsel

By Joyce Stighe
Deputy County Counsel

INSURANCE REQUIREMENTS:

Reviewed and Approved:

By [Signature]
Risk Manager

Exhibit "A" – Scope of Services

Exhibit "B" – Schedule

Exhibit "C" – Fee

Exhibit "D" – Billing Rates

EXHIBIT A

MURRAY FIELD

Eureka, California

AIRPORT LAYOUT PLAN UPDATE

AIP No. 03- 06-0072-10

SCOPE OF SERVICES

November 11, 2014

OVERVIEW

This Scope of Services describes the tasks that will be undertaken to update the Airport Layout Plan (ALP) set for Murray Field (Airport) located in Eureka, California and owned and operated by Humboldt County (County). This Scope of Services is organized into two major sections: Project Understanding and Scope of Services. The Project Understanding section documents the Airport owner's goals for this process, the circumstances surrounding the need for the project, and the required areas of emphasis. The Scope of Services details the specific work tasks to be completed by Mead & Hunt, Inc. (Consultant) in pursuit of the goals outlined in the Project Understanding section.

PROJECT UNDERSTANDING

The last major update to the Murray Field ALP was completed in 2007 as part of the preparation of an Airport Master Plan. Minor revisions were made in subsequent years that modified notes on the ALP and made other clarifying changes. The most significant recent change involved refining the proposed location for a perimeter fence adjacent to Highway 101. The ALP set currently contains the following three sheets:

- Airport Layout Plan
- Airspace Plan
- Exhibit "A" Property Map

The ALP set needs to be updated to address the following issues:

- Define any modifications needed to comply with the new design standards in Advisory Circular 150/5300-13A, *Airport Design*. The taxiways connecting to the runways will specifically be evaluated.
- Update the ALP set to conform to the content and format described in the 2013 *ARP ALP National Checklist* (ARP SOP No. 2.00) and *Exhibit "A" Review Checklist* (ARP SOP No. 3.00).
- Siting a PAPI to serve Runway 12 to replace the destroyed VASI.
- Defining locations for additional aircraft storage hangars.
- Evaluating marking and signing for consistency with current standards.

SCOPE OF SERVICES

This section describes the work elements that will be completed as part of the ALP Update.

Element 1: Study Design

The study design will include the preparation of a comprehensive Scope of Services (this proposal), along with a schedule for completing the work. The parties will agree to any changes required and the documents submitted for final review and approval by the County. These documents will form the basis of a contract.

Element 1 will terminate upon Consultant receipt of a Notice to Proceed by the County. The remaining elements included in this Scope of Services will then proceed in accordance with the work plan maintained by the Consultant project manager.

Assumptions:

- No meetings requiring travel will be required to complete this element. All coordination will be conducted via telephone and electronic mail.

Deliverables:

- Draft scope, schedule, and budget.
- Final scope, schedule, budget, grant application, and executed contract documents.

Element 2: Project Management

This aspect of the study defines the project management, project coordination, and communication efforts needed to complete this project. The approach combines routine and timely coordination with Airport management, the Federal Aviation Administration (FAA), members of the project team, and others who become involve through the course of the study. The project management and coordination process includes the following tasks:

Project Management — includes communications among the project team for purposes of tracking the progress of the various study elements. Project management duties include: developing and documenting the project plan; organizing the project team; launching and monitoring project activities; managing/mitigating risks; overseeing quality control efforts; and closing out the project once completed.

Sponsor Project Briefings — regular monthly or more frequent status briefings will take place through the duration of the project, which is anticipated to take 15 months from the date of contract acceptance by the Humboldt County and the FAA. It is expected that most of these briefings will take place in accordance with a communication protocol to be established at the project kickoff. Written project status reports will be filed on a monthly basis with the County's designated point of contact and the FAA.

FAA Coordination — the primary purpose of this task is to keep the FAA informed of the project's progress, issues encountered, and to help establish a consensus between the County and the FAA, if any issues requiring FAA input arise. The method and frequency of such coordination efforts will be established at project kickoff.

Assumptions:

- Active work period of 15 months by the Consultant team. Consultant will send monthly electronic mail to County and FAA during inactive periods (if any) to identify the delay and anticipated restart.
- Inactive project time may include ALP review and approval processing by FAA and/or County.

Deliverables:

- Twelve (12) monthly status reports delivered via electronic mail and in hard copy with invoices.
- As-needed electronic mail correspondence and telephone discussions throughout active project duration.

Element 3: Site Visits

Four (4) site visits are planned. These will involve meetings with County staff to review project details, brainstorm ideas, and to gather data. Site visits will consist of the following:

Meeting #1: Project initiation — Consultant will meet with County to review this scope and schedule. During this work session, the project work plan will be reviewed and refined, communication protocols will be established, and a brainstorming session will be conducted using the current ALP of record.

Meeting #2, Review of concepts — this meeting will be conducted upon the completion of preliminary evaluations of the issues identified in the Project Understanding. Concept sketches and a summary memo will be provided to guide discussion. The County may at its option invite tenants/users to participate in this meeting.

Meeting #3, Review of draft plan — this meeting will be conducted upon completion of the draft ALP set and draft Narrative Report. The Consultant will present the proposed plan and document suggested revisions. The County may at its option invite tenants/users to participate in this meeting.

Meeting #4, Adoption meeting — Consultant will attend a public meeting before the County Board of Supervisors in support of adoption of the ALP set and Narrative Report.

Assumptions:

- Average of two (2) Mead & Hunt participants at the meetings.
- Travel will be in company airplane or company vehicle.
- Up to two (2) meetings will require an overnight stay.
- Consultant will prepare meeting materials and will forward meeting notes/action items for initial review by County before being finalized and distributed.

Deliverables:

- Consultant participation at four (4) on-site meetings.
- Preparation and distribution of meeting materials.
- Draft and final notes/action items reports following meeting.

Element 4: Airport Layout Plan

Consultant will update its electronic ALP files of the Airport to include as-built information for any projects completed since the last ALP approval. Existing proposed airfield facilities will be evaluated based upon the new design guidelines in FAA Advisory Circular 150/5300-13A, *Airport Design*. Data tables will be updated and expanded to reflect current FAA design nomenclature. ALP drawings will be formatted to be consistent with the 2013 *ARP ALP National Checklist*. A data sheet will be added if necessitated to provide space for the expanded data blocks and other new formatting requirements. An index sheet will be added as the top sheet in the ALP set.

Consultant will analyze the specific topics identified in the Project Understanding with the County. Alternatives will be provided as appropriate for each topic. Following the consultation process described in Element 3, the Consultant will update the ALP and Data Sheet to reflect County direction.

Assumptions:

- Update does not include the acquisition of new aerial photography, topographic survey, photogrammetry, or obstacle survey. Elevation data for on-Airport structures for which elevations do not currently exist will be estimated by field measurements.
- Update does not include a runway length analysis.

Deliverables:

- Draft ALP (all sheets) – two (2) printed sets and a CD with sheets in PDF format.
- Draft FAA ALP checklist.

Element 5: Airspace Plan Sheets

The base map for these drawings will be updated to reflect current Airport facilities. Currently required obstacle clearance surfaces will be added to the drawings. It is anticipated that at least one additional sheet will need to be added to the set of airspace-related sheets to provide space for the required data. The drawing will be formatted to consistent with the guidance in the 2013 *ARP ALP National Checklist*. A new airspace analysis will not be performed.

Assumptions:

- This project does not include the acquisition of new aerial photography, topographic survey, photogrammetry, or obstacle survey.

Deliverables:

- Draft Airspace Plan (all sheets) – included as part of the ALP set as described in Element 4.

Element 6: Exhibit “A” Property Map

A property map currently exists. It will be reformatted to conform to the guidance in *Exhibit “A” Review Checklist* (ARP SOP No. 3.00). It will be updated to reflect any property acquired by the County since the ALP was last approved.

Assumptions:

- County will provide metes and bounds descriptions of any property acquired since this property map was last updated.
- A boundary survey and record search is not included in this scope of work to be conducted by the Consultant.
- Draft and final property map submissions anticipated to be concurrent with ALP set.

Deliverables:

- Draft Property Map (all sheets) – included as part of the ALP set as described in Element 4.

Element 7: Final Plan Preparation

Following receipt of FAA comments on the draft ALP set, the Consultant will review the comments with the County to define the specific changes that will be made. This meeting will be held via telephone.

Client retains responsibility for FAA coordination, CEQA compliance, and local adoption. Consultant will advise Client when to begin this process or may undertake these services under a separate contract.

Assumptions:

- This ALP Update is intended to resolve only those items included in the Project Understanding section. No compliance issues have been identified or are planned to be rectified in this project.
- Element includes one formal response to Client and FAA comments between draft and final plan submission.

Deliverables:

- Written response to FAA and Client comments.
- Final plan submission – ten (10) sets.
- Two (2) CDs with electronic copy of ALP set – one (1) for Client, one (1) for FAA.
- Completed final FAA ALP checklist to accompany final plan submission.

Element 8: Airport Layout Plan Narrative Report

A summary report will accompany the ALP submission to identify the major changes since the current ALP of record. The submission schedule will follow the same draft, comment, and final report preparation format in Element 7. Report preparation will be limited to two (2) draft and final reports and two (2) CDs with copies of the reports in PDF format. The reports will include up to eight (8) graphic figures (in addition to the ALP set) to facilitate the narrative descriptions and is expected to have a total length of twenty (20) pages.

Assumptions:

- This is not a master plan report. The following typical master plan sections will not be included: inventory, forecasts, facility requirements, implementation and financial plan, environmental consequences, and land use. Only alternatives for topics identified in the Project Understanding will be prepared.
- Emphasis will be placed on documenting the changes addressing the topics listed in the Project Understanding.
- The report is anticipated to have a printed length of twenty (20) pages, including up to eight (8) pages of graphic depictions.
- Schedule assumes draft report will be submitted with draft ALP.

Deliverables:

- Draft Airport Layout Plan Narrative Report – two (2) copies for County and FAA review, plus two (2) CDs with copies of the report in PDF format.
- Response to comments.
- Final Airport Layout Plan Narrative Report – two (2) copies for County and FAA, plus two (2) CDs with copies of the report in PDF format.

RESPONSIBILITIES OF HUMBOLDT COUNTY

Our Scope of Services and compensation are based on the Humboldt County performing or providing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Obtain and deliver Airport property information needed for completing the property map, if any property has been acquired since the ALP was approved.
- Access to the project site.
- Available data, drawings, and information related to the project as specified in the scope elements.
- Review of draft and final plans, reports, etc. within forty-five (45) days of receipt.
- Protection of Mead & Hunt supplied digital information or data, if any, from contamination, misuse, or changes.

EXHIBIT B

SCHEDULE

The schedule shown below is proposed for the project. Each task starts upon completion of the prior task. Duration is in calendar days. This schedule is for work performed by the CONSULTANT. This schedule does not include time required for review of the deliverables by the FAA.

DURATION	TASK
30 days	Meeting #1: Project initiation
60 days	Airfield design analysis
30 days	Meeting #2: Review of concepts
90 days	Prepare draft ALP set
30 days	Meeting #3: Review of concepts
30 days	Submit complete draft ALP set to FAA for initial review
30 days	<ul style="list-style-type: none"> • Receipt of final FAA comments • Revisions to ALP set and preparation of draft Narrative Report
60 days	<ul style="list-style-type: none"> • Meeting #4: Review of final draft ALP set and draft Narrative Report • Submission of final draft ALP
30 days	Submission of final draft ALP set and final draft Narrative Report to FAA
30 days	Revision of ALP set and Narrative Report to address FAA comments
30 days	<ul style="list-style-type: none"> • Meeting #5: Adoption meeting before Board of Supervisors • Submission of final ALP set to FAA • Submission of CDs of final ALP set and Narrative Report

EXHIBIT C

FEE

The fee associated with this ALP update will be: Eighty-Three Thousand Three Hundred Thirty-Three Dollars (\$83,333). The Consultant will bill the County monthly on a percent-complete-basis.

TASK	BUDGET
Task 1: Study Design	\$2,200
Task 2: Project Management	\$2,800
Task 3: Site Visits	\$8,400
Task 4: Airport Layout Plan	\$22,333
Task 5: Airspace Plan Sheets	\$25,400
Task 6: Property Map	\$3,200
Task 7: Final Plan Preparation	\$6,000
Task 8: ALP Narrative Report	\$13,000
TOTAL	\$83,333

EXHIBIT D

MEAD & HUNT, Inc. Western Standard Billing Rate Schedule Effective January 1, 2015

Standard Billing Rates

Clerical.....	\$81.00 / hour
Interior Designer, Technical Editor	\$107.00 / hour
Senior Editor	\$157.00 / hour
Registered Land Surveyor.....	\$121.00 / hour
Accounting, Administrative Assistant.....	\$98.00 / hour
Technician I, Technical Writer	\$91.00 / hour
Technician II, Surveyor - Instrument Person	\$107.00 / hour
Technician III	\$115.00 / hour
Technician IV	\$139.00 / hour
Senior Technician.....	\$165.00 / hour
Engineer I, Scientist I, Architect I, Planner I	\$125.00 / hour
Engineer II, Scientist II, Architect II, Planner II	\$137.00 / hour
Engineer III	\$149.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist...	\$169.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner.....	\$183.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner.....	\$223.00 / hour
Senior Associate.....	\$271.00 / hour
Principal	\$282.00 / hour
Senior Client/Project Manager.....	\$282.00 / hour

Expenses

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

Travel Expense	\$0.90 / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

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

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

This schedule of billing rates is effective January 1, 2015, and will remain in effect until December 31, 2015, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

AGREEMENT FOR CONSULTANT SERVICES
Airport Layout Plan Update, Arcata-Eureka Airport
FAA Project No. 3-06-0010-43
Project No. 919267

THIS AGREEMENT made this 16th day of June, 2015, by and between the County of Humboldt, California, hereinafter called the "COUNTY", and Mead & Hunt Inc. (MHI), a Wisconsin corporation, located at 133 Aviation Boulevard, Suite 100, Santa Rosa, California 95403, hereinafter called the "CONSULTANT".

WITNESSETH

WHEREAS the CONSULTANT warrants that it is a duly qualified airport consulting firm experienced in airport planning, design and construction engineering services, and

WHEREAS, in the judgment of the COUNTY, it is necessary and desirable to employ the services of the CONSULTANT to provide Airport Consulting Services for the following tasks herein referred to as the "PROJECT", and further described in Exhibit "A".

- AIRPORT LAYOUT PLAN UPDATE

WHEREAS, the COUNTY has obtained a Grant from the Federal Aviation Administration (FAA) to finance said PROJECT.

NOW, THEREFORE, COUNTY and CONSULTANT agree as follows:

A. CONSULTING SERVICES

The CONSULTANT shall provide the Professional Services for the Airport Layout Plan (ALP) Update described in Exhibit "A".

B. ADDITIONAL SERVICES

Services beyond those outlined in Paragraph A shall require amendment of this AGREEMENT.

C. COUNTY'S RESPONSIBILITIES

1. The COUNTY shall make available to the CONSULTANT all the technical data and information that is in the COUNTY's possession that is required by the CONSULTANT to complete this work other than that deemed not a public

record pursuant to Government Code Section 6250 et seq. or deemed confidential pursuant to the Evidence Code.

2. The Director of Public Works, or designee, shall act as the COUNTY's representative in various contract matters.
3. Issue Notices to Airmen (NOTAMS) and announcements regarding the impact of the PROJECT activities at the Airport.
4. Examine all reports, estimates, drawings, specifications, and other documents presented by the CONSULTANT and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.
5. Make reasonable efforts to obtain approval of all governmental authorities having jurisdiction of the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for the completion of the PROJECT.
6. Update the COUNTY's Disadvantaged Business Enterprise Plan as required by FAA.

D. COMMENCEMENT OF WORK AND TIME OF COMPLETION

1. The term of this Agreement shall be for 730 (seven hundred thirty) calendar days beginning as of the Effective Date and ending 730 (seven hundred thirty) calendar days later.
2. Project Schedule shall be as set forth in Exhibit "B".
3. Notwithstanding the foregoing, COUNTY shall not be obligated for payments hereunder for any future fiscal year unless or until COUNTY's Board of Supervisors appropriates funds for this Agreement in COUNTY's budget for the fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds for this Agreement were appropriated. COUNTY shall notify CONSULTANT, in writing, of such non-appropriation at the earliest possible date. However, any term herein which by its nature extends beyond the end or termination of this Agreement, remains in effect until fulfilled (including, without limitation, unfulfilled payment obligations, and outstanding liabilities).

E. CONSULTANT'S COMPENSATION

1. The COUNTY shall pay the CONSULTANT for the design engineering services in the AGREEMENT on a lump sum fee of Eighty-three Thousand

Three Hundred Thirty-three Dollars (\$83,333.00). A detailed description of this fee is contained in Exhibit "C". Said CONSULTANT's fee shall be full compensation for all costs and expenses incurred by CONSULTANT in connection with the performance of all said services, including but not limited to, all costs of labor and services of all employees, consultants, and all other persons retained or employed by CONSULTANT, long-distance telephone calls, travel, parking, typing, duplicating, office supplies, copies and all items of general overhead.

2. For any additional services authorized by the COUNTY, the CONSULTANT shall be compensated according to the standard billing rate schedule in Exhibit "D". The budget for any authorized work shall be established prior to the start of said work. Budget shall not be exceeded without written authorization from the COUNTY. Additional work will require an amendment to this AGREEMENT, a separate "Notice To Proceed" and the CONSULTANT is not authorized to proceed with any services until written authorization is received from the COUNTY.

F. METHOD OF PAYMENT

Partial payments shall be made to the CONSULTANT by the COUNTY on a monthly basis in accordance with the CONSULTANT's establishment of the percentage of completion of work described in Exhibit "A" of this AGREEMENT, subject to review and approval of such estimate by COUNTY. Payments shall be made within thirty (30) days of receipt of the CONSULTANT's invoice.

G. TERMINATION

This AGREEMENT may be terminated by either party by giving seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this AGREEMENT is so terminated, CONSULTANT shall be paid as provided under Paragraph F for all services rendered to the date of receipt of notice of termination. COUNTY may also terminate the AGREEMENT, or any portion thereof, should federal funding be unavailable to pay for any of the services required hereunder or for any other reason the COUNTY deems appropriate.

H. ASSIGNMENT AND SUBCONTRACT

The CONSULTANT shall not assign any rights or duties under this AGREEMENT to a third party without prior written consent of the COUNTY.

I. OWNERSHIP OF DOCUMENTS

The COUNTY shall be the owner of and shall be entitled to possession of any plans, copies of correspondence, or other pertinent data and information gathered by the CONSULTANT prior to termination of this AGREEMENT by either party or upon completion of the work pursuant to this AGREEMENT. If any documents are reused by the COUNTY, the nameplates and professional seals shall be removed, and the CONSULTANT shall be released and held harmless of subsequent liabilities. The CONSULTANT agrees that the COUNTY, the FAA, and the Comptroller General of the United States will have access to any books, documents, papers, and records that are directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts, and transcriptions.

J. FEDERAL OBLIGATION

It is understood by the COUNTY and CONSULTANT that the FAA is not a party to this AGREEMENT and will not be responsible for costs except as should be agreed upon by the COUNTY and the FAA under a Grant Agreement for the Airport Consulting Services.

K. CERTIFICATION OF CONSULTANT

The COUNTY and the CONSULTANT hereby certify that the CONSULTANT has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

1. Employ or retain, or agree to employ or retain, any firm or persons.
2. Pay, or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

L. COMPLIANCE WITH APPLICABLE LAWS

The CONSULTANT shall (in accordance with Consultant's Professional Standard of Care) comply with all Federal, State, and local laws affecting the services covered by this AGREEMENT.

M. FEDERAL REQUIREMENTS

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agree as follows:

1. Compliance with Regulations. The CONSULTANT shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of

the Department of Transportation (hereinafter called "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations") which are herein incorporated by reference and made a part of this AGREEMENT.

2. Nondiscrimination. The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations including employment practices when the AGREEMENT covers a program set forth in Appendix B of the Regulations.
3. Solicitation for Subcontract, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligation under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY, FAA, or the Comptroller General of the United States to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the COUNTY or the FAA as appropriate, and shall set forth what efforts it has made to obtain the information. The CONSULTANT shall maintain all required records for three (3) years after the sponsor makes final payment and all other pending matters are closed.
5. Sanctions for Noncompliance. In the event of the CONSULTANT's noncompliance with the nondiscrimination provision of this AGREEMENT, the COUNTY shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or

- b. Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. Incorporation of Provisions. The CONSULTANT shall include the provisions of Paragraphs M (1) through M (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the COUNTY or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the COUNTY to enter into such litigation to protect the interests of the COUNTY and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
7. DBE Obligation. The CONSULTANT agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this AGREEMENT. In this regard, the CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
8. Foreign Market Restriction. The CONSULTANT agrees it will not allow funds provided under this AGREEMENT to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

N. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

1. Defense and Indemnification for Design Professional Services: To the fullest extent permitted by law, and in accordance with Civil Code §2782.8, CONSULTANT shall indemnify, defend (with legal counsel reasonably acceptable to COUNTY) and hold harmless COUNTY, its officers, agents and employees, from any claim, liability, loss, injury or damage (collectively,

"Litigation") that arises out of, pertains to, relates to, or is connected with, performance of this Agreement due to the negligence, recklessness, or willful misconduct of CONSULTANT and/or its agents, employees or subconsultants. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.

2. Defense and Indemnification for Non-Design Professional Services: CONSULTANT shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of Litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.
3. CONSULTANT shall place in its subconsulting agreements and cause its subconsultants to agree to indemnities and insurance obligations in favor of COUNTY and other Indemnitees in the exact form and substance of those contained in this Agreement.

O. INSURANCE

Consultant's Duty to Show Proof of Insurance. Prior to the execution of this Agreement, CONSULTANT shall furnish to COUNTY satisfactory proof that CONSULTANT has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to COUNTY and with an insurance carrier satisfactory to COUNTY, authorized to do business in California and rated by A. M. Best & Company "A" or better, financial category size Seven (7) or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of CONSULTANT for which CONSULTANT may be legally liable, whether performed by CONSULTANT, or by those employed directly or indirectly by it, or by anyone for whose acts CONSULTANT may be liable:

1. Commercial General Liability Insurance. Commercial general liability

insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than \$2,000,000 general aggregate and \$2,000,000 each occurrence, subject to a deductible of not more than \$25,000 payable by CONSULTANT.

2. Business Automobile Liability Insurance. Business automobile liability insurance with limits not less than \$1,000,000 each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than \$10,000 payable by CONSULTANT.
3. Workers' Compensation Insurance. Workers' Compensation Employers' Liability limits not less than \$1,000,000 each accident, \$1,000,000 per disease and \$1,000,000 aggregate. CONSULTANT's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event CONSULTANT is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
4. Professional Liability Insurance. Professional Liability Insurance, either (a) specific to this Project only, with limits not less than \$2,000,000 each claim, or (b) limits of not less than \$2,000,000 each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, and any deductible not to exceed \$25,000 for each claim, with no exclusion for claims of one insured against another insured and with tail coverage for a period of five (5) years after the completion of the Services.
5. Environmental Impairment Insurance. If applicable, Environmental Impairment Liability Insurance appropriate for the hazardous materials/waste activity contemplated in this Agreement, with limits not less than \$1,000,000 per claim; and \$2,000,000 annual aggregate. The retroactive date (if any) is to be no later than the effective date of this Agreement.
6. Insurance Notices
County of Humboldt AND Humboldt County Department of Public Works
Attn: Risk Management 1106 Second Street
825 5" Street, Room 131 Eureka, California, 95501

Eureka, CA 95501

7. Insurance policies shall contain an endorsement containing the following terms:
 - a. Status of County as Additional Insured. On CONSULTANT's Commercial General Liability policy and Automobile Liability Policy, COUNTY, and its affiliates, directors, officers, officials, partners, representatives, employees, CONSULTANTS, subconsultants, agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured. Said policy shall also contain a provision stating that such coverage:
 - i. Includes contractual liability.
 - ii. Is primary insurance as regards to COUNTY.
 - iii. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of building or structure to property underground, commonly referred to "XCU Hazards".
 - iv. Does not contain a pro-rated excess only, and/or escape clause.
 - v. Contains a cross liability, severability of interest or separation of insured's clause.
 - b. The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
 - c. Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to COUNTY thirty (30) days in advance of the effective date thereof.
 - d. Insurance shall be primary insurance and no other insurance or self insured retention carried or held by any named or additional insureds other than that amount CONSULTANT shall be called upon to contribute to a loss covered by insurance for the named insured.
 - e. Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Agreement, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above.
 - f. Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT or any of its permitted subcontractors or subconsultants may be held responsible for payment of damages

resulting from their operations.

- g. If CONSULTANT fails to maintain any required insurance, COUNTY may take out such insurance, and deduct and retain amount of premium from any sums due CONSULTANT under this Agreement.

P. NOTICES

Notices shall be given to the CONSULTANT at the following address:

Mead & Hunt, Inc.
133 Aviation Boulevard, Suite 100
Santa Rosa, California 95403

Notices shall be given to the COUNTY at the following address:

County of Humboldt
Department of Public Works - Aviation Division
1106 Second Street
Eureka, California 95501

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or to any other person shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth above. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

Q. NUCLEAR FREE ZONE

CONSULTANT certifies by its signature below that CONSULTANT is not a nuclear weapons contractor in that CONSULTANT 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. CONSULTANT agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor defined above. COUNTY may immediately terminate this AGREEMENT if it determines that the foregoing certification is false or if CONSULTANT becomes a nuclear weapons contractor.

R. RELATIONSHIP OF PARTIES

CONSULTANT shall perform all work and services as described herein as an independent contractor. No person performing any of the work or services

described herein shall be considered an officer, agent, servant or employee of COUNTY, nor shall any such person be entitled to any benefits, including but not limited to Workers Compensation Benefits, available or granted to employees of COUNTY. CONSULTANT shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between COUNTY and CONSULTANT.

S. ENTIRETY OF AGREEMENT

This AGREEMENT shall constitute the entire agreement between the parties relating to the subject matter of this AGREEMENT, and shall supersede any previous AGREEMENTs, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms that are embodied in this agreement are hereby ratified.

T. BINDING EFFECT

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 assigns.

U. 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.

V. NO WAIVER

The waiver by either party of any breach or violation of any requirement 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.

W. INTERPRETATIONS

As both parties jointly prepared this AGREEMENT, the language in all parts of this AGREEMENT shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

X. ATTORNEYS' FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this AGREEMENT to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, "the party prevailing" means the party who dismisses an action or proceeding 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.

Y. JURISDICTION AND APPLICABLE LAWS

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

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IN WITNESS WHEREOF, the County of Humboldt, by and through its Board of Supervisors, and Mead & Hunt, Inc. by its authorized officers, have made and executed this AGREEMENT as of the day and year first written above.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

(SEAL)

ATTEST:

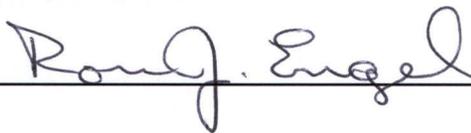
Clerk of the Board

By 

County of Humboldt

By 
Chair, Board of Supervisors

Consultant: Mead & Hunt, Inc

By: 

Title: Ron Engel, Vice President

[Print Name and Title of Signer: If Corporate: Chairman, President or Vice President]

Date: 4/28/15

By: 

Title: Jon J. Faucher, Secretary

[Print Name and Title of Signer: If Corporate: Secretary, Assistant Secretary, CFO or Assistant Treasurer]

Date: 4-27-15

APPROVED AS TO FORM:

County Counsel

By Joyce Stigter
Deputy County Counsel

INSURANCE REQUIREMENTS:

Reviewed and Approved:

By David J. Full
Risk Manager

Exhibit "A" – Scope of Services

Exhibit "B" – Schedule

Exhibit "C" – Fee

Exhibit "D" – Billing Rates

EXHIBIT A

ARCATA-EUREKA AIRPORT

McKinleyville, California

AIRPORT LAYOUT PLAN UPDATE

AIP No. 3-06-0010-43

SCOPE OF SERVICES

November 11, 2014

OVERVIEW

This Scope of Services describes the tasks that will be undertaken to update the Airport Layout Plan (ALP) set for Arcata-Eureka Airport (Airport) located in McKinleyville, California and owned and operated by Humboldt County (County). This Scope of Services is organized into two major sections: Project Understanding and Scope of Services. The Project Understanding section documents the Airport owner's goals for this process, the circumstances surrounding the need for the project, and the required areas of emphasis. The Scope of Services details the specific work tasks to be completed by Mead & Hunt, Inc. (Consultant) in pursuit of the goals outlined in the Project Understanding section.

PROJECT UNDERSTANDING

The last major update to the Arcata-Eureka Airport ALP was completed in 2007 as part of the preparation of an Airport Master Plan. Minor revisions were made in subsequent years that modified notes on the ALP and made other clarifying changes. The most significant recent change involved refining the proposed location for a perimeter fence adjacent to Highway 101. The ALP set currently contains the following three sheets:

- Airport Layout Plan
- Airspace Plan
- Exhibit "A" Property Map

The ALP set needs to be updated to address the following issues:

- Define any modifications needed to comply with the new design standards in Advisory Circular 150/5300-13A, *Airport Design*. The taxiways connecting to the runways will specifically be evaluated.
- Update the ALP set to conform to the content and format described in the 2013 *ARP ALP National Checklist* (ARP SOP No. 2.00) and *Exhibit "A" Review Checklist* (ARP SOP No. 3.00).
- Siting a PAPI to serve Runway 12 to replace the destroyed VASI.
- Defining locations for additional aircraft storage hangars.
- Evaluating marking and signing for consistency with current standards.

SCOPE OF SERVICES

This section describes the work elements that will be completed as part of the ALP Update.

Element 1: Study Design

The study design will include the preparation of a comprehensive Scope of Services (this proposal), along with a schedule for completing the work. The parties will agree to any changes required and the documents submitted for final review and approval by the County. These documents will form the basis of a contract.

Element 1 will terminate upon Consultant receipt of a Notice to Proceed by the County. The remaining elements included in this Scope of Services will then proceed in accordance with the work plan maintained by the Consultant project manager.

Assumptions:

- No meetings requiring travel will be required to complete this element. All coordination will be conducted via telephone and electronic mail.

Deliverables:

- Draft scope, schedule, and budget.
- Final scope, schedule, budget, grant application, and executed contract documents.

Element 2: Project Management

This aspect of the study defines the project management, project coordination, and communication efforts needed to complete this project. The approach combines routine and timely coordination with Airport management, the Federal Aviation Administration (FAA), members of the project team, and others who become involve through the course of the study. The project management and coordination process includes the following tasks:

Project Management — includes communications among the project team for purposes of tracking the progress of the various study elements. Project management duties include: developing and documenting the project plan; organizing the project team; launching and monitoring project activities; managing/mitigating risks; overseeing quality control efforts; and closing out the project once completed.

Sponsor Project Briefings — regular monthly or more frequent status briefings will take place through the duration of the project, which is anticipated to take 15 months from the date of contract acceptance by the Humboldt County and the FAA. It is expected that most of these briefings will take place in accordance with a communication protocol to be established at the project kickoff. Written project status reports will be filed on a monthly basis with the County's designated point of contact and the FAA.

FAA Coordination — the primary purpose of this task is to keep the FAA informed of the project's progress, issues encountered, and to help establish a consensus between the County and the FAA, if any issues requiring FAA input arise. The method and frequency of such coordination efforts will be established at project kickoff.

Assumptions:

- Active work period of 15 months by the Consultant team. Consultant will send monthly electronic mail to County and FAA during inactive periods (if any) to identify the delay and anticipated restart.
- Inactive project time may include ALP review and approval processing by FAA and/or County.

Deliverables:

- Twelve (12) monthly status reports delivered via electronic mail and in hard copy with invoices.
- As-needed electronic mail correspondence and telephone discussions throughout active project duration.

Element 3: Site Visits

Four (4) site visits are planned. These will involve meetings with County staff to review project details, brainstorm ideas, and to gather data. Site visits will consist of the following:

Meeting #1: Project initiation — Consultant will meet with County to review this scope and schedule. During this work session, the project work plan will be reviewed and refined, communication protocols will be established, and a brainstorming session will be conducted using the current ALP of record.

Meeting #2, Review of concepts — this meeting will be conducted upon the completion of preliminary evaluations of the issues identified in the Project Understanding. Concept sketches and a summary memo will be provided to guide discussion. The County may at its option invite tenants/users to participate in this meeting.

Meeting #3, Review of draft plan — this meeting will be conducted upon completion of the draft ALP set and draft Narrative Report. The Consultant will present the proposed plan and document suggested revisions. The County may at its option invite tenants/users to participate in this meeting.

Meeting #4, Adoption meeting — Consultant will attend a public meeting before the County Board of Supervisors in support of adoption of the ALP set and Narrative Report.

Assumptions:

- Average of two (2) Mead & Hunt participants at the meetings.
- Travel will be in company airplane or company vehicle.
- Up to two (2) meetings will require an overnight stay.
- Consultant will prepare meeting materials and will forward meeting notes/action items for initial review by County before being finalized and distributed.

Deliverables:

- Consultant participation at four (4) on-site meetings.
- Preparation and distribution of meeting materials.
- Draft and final notes/action items reports following meeting.

Element 4: Airport Layout Plan

Consultant will update its electronic ALP files of the Airport to include as-built information for any projects completed since the last ALP approval. Existing proposed airfield facilities will be evaluated based upon the new design guidelines in FAA Advisory Circular 150/5300-13A, *Airport Design*. Data tables will be updated and expanded to reflect current FAA design nomenclature. ALP drawings will be formatted to be consistent with the 2013 *ARP ALP National Checklist*. A data sheet will be added if necessitated to provide space for the expanded data blocks and other new formatting requirements. An index sheet will be added as the top sheet in the ALP set.

Consultant will analyze the specific topics identified in the Project Understanding with the County. Alternatives will be provided as appropriate for each topic. Following the consultation process described in Element 3, the Consultant will update the ALP and Data Sheet to reflect County direction.

Assumptions:

- Update does not include the acquisition of new aerial photography, topographic survey, photogrammetry, or obstacle survey. Elevation data for on-Airport structures for which elevations do not currently exist will be estimated by field measurements.
- Update does not include a runway length analysis.

Deliverables:

- Draft ALP (all sheets) – two (2) printed sets and a CD with sheets in PDF format.
- Draft FAA ALP checklist.

Element 5: Airspace Plan Sheets

The base map for these drawings will be updated to reflect current Airport facilities. Currently required obstacle clearance surfaces will be added to the drawings. It is anticipated that at least one additional sheet will need to be added to the set of airspace-related sheets to provide space for the required data. The drawing will be formatted to consistent with the guidance in the 2013 *ARP ALP National Checklist*. A new airspace analysis will not be performed.

Assumptions:

- This project does not include the acquisition of new aerial photography, topographic survey, photogrammetry, or obstacle survey.

Deliverables:

- Draft Airspace Plan (all sheets) – included as part of the ALP set as described in Element 4.

Element 6: Exhibit “A” Property Map

A property map currently exists. It will be reformatted to conform to the guidance in *Exhibit “A” Review Checklist* (ARP SOP No. 3.00). It will be updated to reflect any property acquired by the County since the ALP was last approved.

Assumptions:

- County will provide metes and bounds descriptions of any property acquired since this property map was last updated.
- A boundary survey and record search is not included in this scope of work to be conducted by the Consultant.
- Draft and final property map submissions anticipated to be concurrent with ALP set.

Deliverables:

- Draft Property Map (all sheets) – included as part of the ALP set as described in Element 4.

Element 7: Final Plan Preparation

Following receipt of FAA comments on the draft ALP set, the Consultant will review the comments with the County to define the specific changes that will be made. This meeting will be held via telephone.

Client retains responsibility for FAA coordination, CEQA compliance, and local adoption. Consultant will advise Client when to begin this process or may undertake these services under a separate contract.

Assumptions:

- This ALP Update is intended to resolve only those items included in the Project Understanding section. No compliance issues have been identified or are planned to be rectified in this project.
- Element includes one formal response to Client and FAA comments between draft and final plan submission.

Deliverables:

- Written response to FAA and Client comments.
- Final plan submission – ten (10) sets.
- Two (2) CDs with electronic copy of ALP set – one (1) for Client, one (1) for FAA.
- Completed final FAA ALP checklist to accompany final plan submission.

Element 8: Airport Layout Plan Narrative Report

A summary report will accompany the ALP submission to identify the major changes since the current ALP of record. The submission schedule will follow the same draft, comment, and final report preparation format in Element 7. Report preparation will be limited to two (2) draft and final reports and two (2) CDs with copies of the reports in PDF format. The reports will include up to eight (8) graphic figures (in addition to the ALP set) to facilitate the narrative descriptions and is expected to have a total length of twenty (20) pages.

Assumptions:

- This is not a master plan report. The following typical master plan sections will not be included: inventory, forecasts, facility requirements, implementation and financial plan, environmental consequences, and land use. Only alternatives for topics identified in the Project Understanding will be prepared.
- Emphasis will be placed on documenting the changes addressing the topics listed in the Project Understanding.
- The report is anticipated to have a printed length of twenty (20) pages, including up to eight (8) pages of graphic depictions.
- Schedule assumes draft report will be submitted with draft ALP.

Deliverables:

- Draft Airport Layout Plan Narrative Report – two (2) copies for County and FAA review, plus two (2) CDs with copies of the report in PDF format.
- Response to comments.
- Final Airport Layout Plan Narrative Report – two (2) copies for County and FAA, plus two (2) CDs with copies of the report in PDF format.

RESPONSIBILITIES OF HUMBOLDT COUNTY

Our Scope of Services and compensation are based on the Humboldt County performing or providing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Obtain and deliver Airport property information needed for completing the property map, if any property has been acquired since the ALP was approved.
- Access to the project site.
- Available data, drawings, and information related to the project as specified in the scope elements.
- Review of draft and final plans, reports, etc. within forty-five (45) days of receipt.
- Protection of Mead & Hunt supplied digital information or data, if any, from contamination, misuse, or changes.

EXHIBIT B

SCHEDULE

The schedule shown below is proposed for the project. Each task starts upon completion of the prior task. Duration is in calendar days. This schedule is for work performed by the CONSULTANT. This schedule does not include time required for review of the deliverables by the FAA.

DURATION	TASK
30 days	Meeting #1: Project initiation
60 days	Airfield design analysis
30 days	Meeting #2: Review of concepts
90 days	Prepare draft ALP set
30 days	Meeting #3: Review of concepts
30 days	Submit complete draft ALP set to FAA for initial review
30 days	<ul style="list-style-type: none"> • Receipt of final FAA comments • Revisions to ALP set and preparation of draft Narrative Report
60 days	<ul style="list-style-type: none"> • Meeting #4: Review of final draft ALP set and draft Narrative Report • Submission of final draft ALP
30 days	Submission of final draft ALP set and final draft Narrative Report to FAA
30 days	Revision of ALP set and Narrative Report to address FAA comments
30 days	<ul style="list-style-type: none"> • Meeting #5: Adoption meeting before Board of Supervisors • Submission of final ALP set to FAA • Submission of CDs of final ALP set and Narrative Report

EXHIBIT C

FEE

The fee associated with this ALP update will be: Eighty-Three Thousand Three Hundred Thirty-Three Dollars (\$83,333). The Consultant will bill the County monthly on a percent-complete-basis.

TASK	BUDGET
Task 1: Study Design	\$2,200
Task 2: Project Management	\$2,800
Task 3: Site Visits	\$8,400
Task 4: Airport Layout Plan	\$22,333
Task 5: Airspace Plan Sheets	\$25,400
Task 6: Property Map	\$3,200
Task 7: Final Plan Preparation	\$6,000
Task 8: ALP Narrative Report	\$13,000
TOTAL	\$83,333

EXHIBIT D

MEAD & HUNT, Inc.
Western Standard Billing Rate Schedule
Effective January 1, 2015

Standard Billing Rates

Clerical.....	\$81.00 / hour
Interior Designer, Technical Editor	\$107.00 / hour
Senior Editor	\$157.00 / hour
Registered Land Surveyor.....	\$121.00 / hour
Accounting, Administrative Assistant.....	\$98.00 / hour
Technician I, Technical Writer	\$91.00 / hour
Technician II, Surveyor - Instrument Person	\$107.00 / hour
Technician III	\$115.00 / hour
Technician IV	\$139.00 / hour
Senior Technician	\$165.00 / hour
Engineer I, Scientist I, Architect I, Planner I	\$125.00 / hour
Engineer II, Scientist II, Architect II, Planner II	\$137.00 / hour
Engineer III	\$149.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist...	\$169.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner.....	\$183.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner.....	\$223.00 / hour
Senior Associate.....	\$271.00 / hour
Principal.....	\$282.00 / hour
Senior Client/Project Manager.....	\$282.00 / hour

Expenses

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

Travel Expense	\$0.90 / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

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

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

This schedule of billing rates is effective January 1, 2015, and will remain in effect until December 31, 2015, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.