



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-13

For the meeting of: October 13, 2015

Date: September 25, 2015

To: Board of Supervisors

From: *(Signature)* Thomas K. Mattson, Director of Public Works

Subject: Professional Consultant Services for Murray Field Airport (EKA) Obstructions Removal Plan and Airport Geographic Information System (AGIS) Survey, Airport Improvement Program (AIP) Grant 03-06-0072-012, Project No. 919270

RECOMMENDATION(S): That the Board of Supervisors:

1. Murray Field Airport (EKA) Obstructions Removal Plan and AGIS Survey; Authorizes the Chair to sign three (3) copies of the Agreement for Consultant Services with Mead and Hunt, for an amount not to exceed \$103,989 (One Hundred Three Thousand Nine Hundred Eighty-Nine Dollars)
2. 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 03-06-0072-012 (AIP-12) and Aviation Division.

DISCUSSION:

On July 29, 2015, the Board authorized execution of the Federal Aviation Administration (FAA) Grants for Murray Field Airport (EKA) Obstructions Removal Plan and AGIS Survey. Obstructions

Prepared by Tyler Holmes *TH* CAO Approval *Cheryl Dillingham*
 REVIEW: Auditor *MSM* County Counsel *SM* Personnel _____ Risk Manager *TH* 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, Lovelace, Fenneh, Bohn, Bass*
 Nays _____
 Abstain _____
 Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. B-1

Meeting of: July 29, 2015

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

Dated: *October 13, 2015*
 By: *Kathy Hayes*
 Kathy Hayes, Clerk of the Board

are known to exist in the vicinity of the Airport; however, current elevational data does not exist. An AGIS survey will provide the data needed to update the Airspace Plan and would be available for analyses by FAA Flight Procedures branch. The purpose of this Obstructions Removal Plan is to identify the obstructions that have the greatest potential to impact instrument approach minimums for aircraft. The Obstructions Removal Plan will evaluate the obstructions and establish priority rankings for their removal. Total project costs for removal of obstructions will be estimated. Ultimately this information will be used to define projects in the Airport Capital Improvement Plan submitted by the County to the Federal Aviation Administration (FAA) for actual removal projects.

Mead and Hunt Inc. (M&H), the proposed consultant, is currently working on the Airport Layout Plan Update for EKA, which will incorporate some of the obstruction data and survey information as necessary. M&H also has a history with 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
EKA Obstructions Removal Plan & AGIS Survey	03-06-0072-12	919270	\$106,976	\$11,886 (10%)	\$118,862

FINANCIAL IMPACT:

The FAA AIP grants will provide funding and the remaining county matching amounts will be provided by Measure Z funds granted for FY 2015-16.

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 Obstructions Removal Plan and AGIS Survey between Humboldt County and Mead and Hunt, Inc. at the Murray Field Airport.

AGREEMENT FOR AIRPORT CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
MEAD & HUNT, INC.

PROJECT NAME: OBSTRUCTIONS REMOVAL PLAN AND AGIS SURVEY - MURRAY FIELD
AIRPORT

FAA PROJECT NUMBER: 03-06-0072-012

COUNTY PROJECT NUMBER: 919270

This Agreement, entered into this 13 day of October, 2015, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Mead & Hunt, Inc., a Wisconsin corporation, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

WHEREAS, COUNTY has obtained grant funds through the Federal Aviation Administration ("FAA") to provide an Obstruction Removal Plan and AGIS Survey for Murray Field Airport, which shall be hereinafter referred to as the "Project;" and

WHEREAS, COUNTY, by and through its Department of Public Works, desires to retain the services of CONSULTANT to assist COUNTY in meeting the objectives of the Project; and

WHEREAS, such work involves the performance of professional and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, pursuant to California Government Code Section 31000, COUNTY may retain independent contractors to perform special services for the COUNTY or any department thereof; and

WHEREAS, CONSULTANT has represented that it is qualified to perform said services.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. OBLIGATIONS OF CONSULTANT:

- A. Airport Consulting Services. CONSULTANT agrees to furnish airport consulting services pertaining to the Project in accordance with the criteria, schedule and fiscal requirements set forth in Exhibit A – Scope of Services, Exhibit B – Project Schedule, Exhibit C – Project Budget and Exhibit D – Billing Rate Schedule, which are attached hereto and incorporated herein by reference. In providing such services CONSULTANT agrees to fully cooperate with the Humboldt County Department of Public Works Director or designee thereof, hereinafter referred to as "Director."
- B. Additional Services. No additional services shall be performed by CONSULTANT prior to the execution of a written amendment to this Agreement and the issuance of a separate "Notice to Proceed" authorizing the performance of such additional services. Any amendments authorizing the performance of additional services shall include a detailed description of such services, the dollar value thereof and the method by which such services shall be compensated.

2. OBLIGATIONS OF COUNTY:

- A. Provision of Necessary Data and Materials. COUNTY shall provide CONSULTANT with all technical data and information necessary for CONSULTANT to complete the services required hereunder.
- B. COUNTY Representative. COUNTY shall designate a representative with complete authority to transmit instructions and information, receive correspondence, interpret policy and define decisions pertaining to this Agreement. COUNTY's representative shall have overall charge and responsibility of COUNTY's activities and obligations hereunder. All correspondence pertaining to the performance of CONSULTANT's duties and obligations contained herein shall be submitted to COUNTY's representative.
- C. Notification of Project Impacts. COUNTY shall issue Notices to Airmen and announcements to appropriate airport personnel regarding Project impacts at Murray Field Airport.
- D. Review of Submitted Materials. COUNTY shall thoroughly review all draft reports, estimates, drawings, specifications, and other documents submitted by CONSULTANT. COUNTY shall provide CONSULTANT with a written response pertaining to the review of documents submitted by CONSULTANT within fifteen (15) calendar days from the receipt thereof.
- E. Project Approvals. COUNTY shall make reasonable efforts to obtain all approvals necessary for the completion of the Project.
- F. Disadvantaged Business Enterprise Plan Updates. COUNTY shall update the COUNTY's Disadvantaged Business Enterprise Plan as required by FAA.

3. TERM:

This Agreement shall begin upon execution by both parties and remain in full force and effect for a period of three hundred sixty five (365) calendar days, unless sooner terminated as provided herein.

4. TERMINATION OF AGREEMENT:

- A. Termination by COUNTY. COUNTY may, by written notice, terminate this Agreement in whole or in part, at any time, either for COUNTY's convenience or because of CONSULTANT's failure to fulfill its obligations hereunder. Upon receipt of such notice, CONSULTANT must immediately discontinue providing services hereunder, unless otherwise directed by COUNTY, and all materials as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in progress, shall be delivered to COUNTY.
- B. Effect of Termination for Convenience. In the event this Agreement is terminated for the convenience of COUNTY, an equitable adjustment in the contract price will be made; however, no amount will be allowed for anticipated profit on unperformed services.
- C. Effect of Termination for Breach of Contract. In the event this Agreement is terminated due to CONSULTANT's failure to fulfill its obligations hereunder, COUNTY may take over the work and prosecute the same to completion by agreement or otherwise. In such cases, CONSULTANT is liable to COUNTY for any additional cost occasioned to COUNTY thereby.

- D. Modification of Termination Decision. If, after issuing notice of termination due to CONSULTANT's failure to fulfill its obligations hereunder, COUNTY determines that CONSULTANT had not so failed, the termination will be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the contract price will be made as provided herein.
- E. Additional Rights and Remedies. The rights and remedies of COUNTY provided in this provision are in addition to any other rights and remedies provided by law or under this Agreement.

5. COMPENSATION:

The maximum amount payable by COUNTY for services rendered, and expenses incurred, by CONSULTANT pursuant to the terms and conditions of this Agreement is One Hundred Three Thousand Nine Hundred Eighty Nine Dollars (\$103,989). The specific rates and costs applicable to this Agreement shall be as set forth in Exhibit C – Project Budget.

6. PAYMENT:

CONSULTANT shall submit to COUNTY monthly progress reports and invoices which itemize all work completed as of the invoice date. All invoices submitted by CONSULTANT shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. CONSULTANT shall submit a final undisputed invoice for payment not more than thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and expenses incurred hereunder shall be made within thirty (30) days after the receipt of approved invoices.

7. NOTICES:

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

COUNTY: County of Humboldt
Department of Public Works
Attn: Tyler Holmes
1106 Second Street
Eureka, California 95501

CONSULTANT: Mead & Hunt, Inc.
Attn: David Dietz
133 Aviation Boulevard, Suite 100
Santa Rosa, California 95403

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONSULTANT agrees to timely prepare accurate and complete financial, performance and payroll records relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date

of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed.

- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONSULTANT hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state or federal agencies, including, but not limited to, the FAA, and the Comptroller General of the United States. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state or federal agencies. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the requirements of the Project shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONSULTANT agrees that COUNTY has the right to monitor all activities related to this Agreement, including the right to review and monitor CONSULTANT's records, programs or procedures, at any time, as well as the overall operation of CONSULTANT's programs in order to ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONSULTANT pursuant to the terms of this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In performance of this Agreement, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act ("CMIA"); the federal Health Information Technology for Economic and Clinical Health Act, ("HITECH Act"); the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

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

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONSULTANT certifies by its signature below that it 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, as 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.

12. COMPLIANCE WITH GENERAL CIVIL RIGHTS REQUIREMENTS:

- A. Legal Compliance. CONSULTANT hereby agrees that it will comply with any and all applicable local, state and federal statutes, Executive Orders and such rules and regulations as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from federal assistance.
- B. Effect of Provision. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964, and shall bind CONSULTANT from the bid solicitation period through the completion of this Agreement. This provision also obligates the tenant, concessionaire, lessee or its transferee for the period during which federal assistance is extended to the airport through the Airport Improvement Program, except where federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon. In such cases this provision shall obligate the party or any transferee for the longer of the following periods:
1. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 2. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

13. COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS:

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

- A. Compliance with Regulations. CONSULTANT shall comply with the List of Pertinent Non-Discrimination Statutes and Authorities set forth in Title VI of the Civil Rights Act of 1964, including, but not limited to, the regulations in 49 C.F.R. Part 21 - Non-Discrimination in Federally Assisted Programs of the Department of Transportation ("DOT"), all as may be

amended from time to time, which are incorporated herein by reference and made a part of this Agreement.

- B. Non-discrimination. CONSULTANT, with regard to the work performed in connection with this Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including, but not limited to, procurements of materials and leases of equipment. CONSULTANT shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of 49 C.F.R. Part 21, including, without limitation, employment practices when the agreement covers any activity, project or program set forth in Appendix B of 49 C.F.R. Part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a subcontract, including, without limitation, procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONSULTANT of CONSULTANT's obligation under this Agreement and the laws and regulations relative to non-discrimination on the grounds of race, color, or national origin.
- D. Information and Reports. CONSULTANT shall provide all information and reports required by 49 C.F.R. Part 21, and any 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 COUNTY, FAA, or the Comptroller General of the United States to be pertinent to ascertain compliance with all applicable regulations, orders, and instructions. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, CONSULTANT shall so certify to COUNTY or FAA, as appropriate, and shall set forth what efforts it has made to obtain such information. CONSULTANT shall maintain all required records for three (3) years after COUNTY makes final payment hereunder and all other pending matters related to the Project are closed.
- E. Sanctions for Noncompliance. In the event of CONSULTANT's noncompliance with the Non-Discrimination provision of this Agreement, COUNTY shall impose such contract sanctions as COUNTY or FAA may determine to be appropriate, including, but not limited to:
1. Withholding payments to CONSULTANT under this Agreement until CONSULTANT can demonstrate adequate compliance with the applicable non-discrimination laws, regulations and authorities; and/or
 2. Cancellation, termination, or suspension of this Agreement, in whole or in part.
- F. Incorporation of Provisions. CONSULTANT shall include paragraphs 13(A) through 13(F) herein in every subcontract, including procurements of materials and leases of equipment, unless exempt by the applicable laws, regulations, authorities or directives issued pursuant thereto. CONSULTANT shall take such action with respect to any subcontract or procurement as COUNTY or FAA may direct as a means of enforcing such provisions, including, but not limited to, sanctions for noncompliance. In the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONSULTANT may request that COUNTY enter into such litigation to protect the interests of COUNTY. In addition, CONSULTANT may request that the United States enter into such litigation to protect the interests of the United States.

14. DISADVANTAGED BUSINESS ENTERPRISES PARTICIPATION:

- A. Contract Assurance. CONSULTANT shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. CONSULTANT agrees to ensure that Disadvantaged Business Enterprises (“DBE”) as defined in 49 C.F.R. Part 26 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. CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT assisted contracts. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as COUNTY deems appropriate.
- B. Prompt Payment. CONSULTANT agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment CONSULTANT receives from COUNTY. CONSULTANT further agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval from COUNTY. This provision applies to both DBE and non-DBE subcontractors.

15. RESTRICTIONS ON LOBBYING AND INFLUENCING FEDERAL EMPLOYEES:

- A. Certification of Compliance. By executing this Agreement, CONSULTANT certifies, to the best of its knowledge and belief, that:
1. No federal, appropriated funds have been paid, or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing, or attempting to influence, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with a federal contract, grant, loan or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL – “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- B. Effect of Non-Compliance. This Certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31 of the United States Code (“U.S.C.”). Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.

16. TRADE RESTRICTIONS:

- A. Certification of Compliance. By executing this Agreement, CONSULTANT certifies, to the best of its knowledge and belief, that:
1. CONSULTANT is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against United States firms published by the United States Trade Representative.
 2. CONSULTANT has not knowingly entered into any contract or subcontract for the Project with a person that is a citizen or national of a foreign county on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of foreign country on said list.
 3. CONSULTANT has not procured any product nor subcontracted for the supply of any products for use on the Project that is produced in a foreign county on said list.
- B. Effect of Non-Compliance. Unless the restrictions of this provision are waived by the Secretary of Transportation in accordance with 49 C.F.R. 30.17, no contract shall be awarded to CONSULTANT if it is unable to certify to the above. If CONSULTANT knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the Project, FAA may direct through COUNTY cancellation of this Agreement at no cost to the United States Government.
- C. Incorporation of Provisions. CONSULTANT further agrees that it will incorporate this provision for certification, without modification, in each contract and in all lower tier subcontracts related to the Project. CONSULTANT may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.
- D. Notice of Non-Compliance. CONSULTANT shall provide immediate written notice to COUNTY, if CONSULTANT learns that its certification, or that of a subcontractor, was erroneous when submitted or has become erroneous by reason of changed circumstances. In addition, CONSULTANT shall require any and all subcontractors to provide written notice to CONSULTANT, if at any time it learns that its certification was erroneous by reason of changed circumstances.

17. DEBARMENT AND SUSPENSION:

- A. Certification of Compliance Regarding CONSULTANT. By executing this Agreement, CONSULTANT certifies, to the best of its knowledge and belief, that neither CONSULTANT nor its principals are presently debarred or suspended by any federal department or agency from participation in the Project.
- B. Certification of Compliance Regarding Lower Tier Participants. In the event CONSULTANT administers lower tier subcontracts that exceed Twenty Five Thousand Dollars (\$25,000) as a "covered transaction" in connection with the Project, CONSULTANT must verify each lower tier participant of a "covered transaction" under the Project is not presently debarred or otherwise disqualified from participation in this federally assisted project. CONSULTANT shall meet this requirement by:

1. Checking the System for Award Management at the following website:
<http://www.sam.gov>.
 2. Collecting a certification statement similar to the certification of compliance provided CONSULTANT herein.
 3. Inserting a clause or condition in the "covered transaction" agreement with the lower tier participant.
- C. Effect of Non-Compliance by Lower Tier Participant. In the event FAA later determines that a lower tier participant failed to tell CONSULTANT that it was excluded or disqualified at the time it entered the "covered transaction," FAA may pursue any available remedies, including, without limitation, suspension and debarment.

18. CONFLICT OF INTEREST:

The parties hereby certify that CONSULTANT has not been required, either directly or indirectly, to employ or retain, or agree to employ or retain, any person or firm or pay, or agree to pay, any person, firm or organization any fee, contribution, donation or consideration of any kind as an express or implied condition of obtaining or carrying out this Agreement.

19. CLEAN AIR AND WATER POLLUTION CONTROL:

- A. Certification of Compliance. During the performance of this Agreement, CONSULTANT, for itself, and its assignees and successors in interest, agrees as follows:
1. That any facility to be used in the performance of this Agreement, or subcontract hereunder, or to benefit from the performance of this Agreement is not listed on the Environmental Protection Agency ("EPA") List of Violating Facilities.
 2. To comply with all the requirements of Section 114 of the Clean Air Act ("CWA"), as amended, 42 U.S.C. 1857, et seq. and Section 308 of the federal Water Pollution Control Act ("WPCA"), as amended, 33 U.S.C. 1251, et seq. relating to the inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 of the CWA and Section 308 of the WPCA, respectively, and all other regulations and guidelines issued thereunder.
 3. As a condition for the award of this Agreement, CONSULTANT and its subcontractors hereunder will notify COUNTY of the receipt of any communication from EPA indicating that a facility to be used for the performance of, or benefit from, this Agreement is under consideration to be listed on the EPA List of Violating Facilities.
 4. To include, or cause to be included, in any construction contract or subcontract which exceeds One Hundred Thousand Dollars (\$100,000) the aforementioned criteria and requirements.
- B. Incorporation of Provisions. CONSULTANT further agrees that it will incorporate this provision, without modification, in each contract and in all lower tier subcontracts related to the Project.

20. WORKHOURS AND SAFETY STANDARDS:

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

- A. Overtime Requirements. With regard to any portion of this Agreement which may require or involve the employment of laborers or mechanics, CONSULTANT, and its subcontractors hereunder, shall not require or permit any such laborer or mechanic, including, without limitation, watchmen and guards, in any workweek in which he or she is employed, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Effect of Non-Compliance. In the event of any violation of the overtime requirements set forth herein, CONSULTANT, and its subcontractors hereunder, shall be liable for the unpaid wages. In addition, CONSULTANT, and its subcontracts hereunder, shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including, without limitation, watchmen and guards, employed in violation of the overtime requirements set forth herein, in the sum of Ten Dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages as required herein.
- C. Withholding for Unpaid Wages and Liquidated Damages. FAA or COUNTY shall upon its own action, or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any monies payable on account of work performed by CONSULTANT, and/or its subcontractors hereunder, pursuant to the terms and conditions of this Agreement, any other federal contract with the same prime contractor or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of CONSULTANT, and/or its subcontractors hereunder, for unpaid wages and liquidated damages provided for herein.
- D. Incorporation of Provisions. CONSULTANT further agrees that it shall, and shall require that all subcontractors hereunder, incorporate this provision, without modification, in each contract and in all lower tier subcontracts related to the Project. CONSULTANT shall be responsible for compliance by any subcontractor or lower tier subcontractor with this provision.

21. DRUG-FREE WORKPLACE:

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

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

- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
1. The dangers of drug abuse in the workplace;
 2. CONSULTANT's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and
 2. Agree to abide by the terms of CONSULTANT's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONSULTANT may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONSULTANT violates the certification by failing to carry out the above-referenced requirements.

22. INDEMNIFICATION:

To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, CONSULTANT shall hold harmless, defend and indemnify COUNTY, its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, CONSULTANT's performance of, or failure to comply with, any of the obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY. CONSULTANT shall require that all subcontractors hereunder agree to indemnify COUNTY as required by this Agreement.

23. INSURANCE REQUIREMENTS:

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

- A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations provided for herein, CONSULTANT shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A; VII or its equivalent, against personal injury, death and property damage which may arise from, or in

connection with, the activities of CONSULTANT, its agents, officers, directors, employees, licensees, invitees, assignees and subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG0001), in an amount of Two Million Dollars (\$2,000,000) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all owned, non-owned and hired vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers' Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations Administration of Self-Insurance shall be filed with the Clerk of the Humboldt County Board of Supervisors.
4. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.

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

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insureds for liability arising out of the operations performed by or on behalf of CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.

- e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insured programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost thereof. COUNTY is also hereby authorized to deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

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

County of Humboldt
Department of Public Works
Attn: Tyler Holmes
1106 Second Street
Eureka, California 95501

CONSULTANT: Mead & Hunt, Inc.
Attn: David Dietz
133 Aviation Boulevard, Suite 100
Santa Rosa, California 95403

24. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONSULTANT shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONSULTANT shall be solely responsible for the acts or omissions of its agents, officers, directors, employees, licensees, invitees, assignees and subcontractors.

25. FEDERAL OBLIGATION:

It is understood by COUNTY and CONSULTANT that FAA is not a party to this Agreement and will not be responsible for costs incurred hereunder, except as agreed upon by COUNTY and the FAA under a separate grant agreement pertaining to the airport consulting services provided pursuant to the terms and conditions of this Agreement.

26. COMPLIANCE WITH APPLICABLE LAWS:

CONSULTANT agrees to comply with all local, state, and federal laws and regulations applicable to the services covered by this Agreement. CONSULTANT further agrees to comply with all applicable local, state and federal licensure and certification requirements.

27. PROVISIONS REQUIRED BY LAW:

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

28. NO LIMITATION ON AVAILABLE REMEDIES:

CONSULTANT hereby acknowledges that any violation or breach of the terms and/or conditions of this Agreement on the part of CONSULTANT or any of its subcontractors may result in the suspension or termination of this Agreement, as provided herein, or such other action that may be necessary to enforce the rights of the parties of this Agreement. The duties and obligations imposed by this Agreement, and any and all documents associated therewith, and the rights and remedies available hereunder are in addition to, and not a limitation of, any duties, obligations rights or remedies otherwise imposed or available by law.

29. 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.

30. ASSIGNMENT:

CONSULTANT shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by CONSULTANT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONSULTANT to obtain supplies, technical support or professional services.

31. AGREEMENT SHALL BIND SUCCESSORS:

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

32. NO WAIVER OF DEFAULT:

- A. General Waivers. 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.
- B. Payment. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONSULTANT. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONSULTANT shall promptly refund, any funds disbursed to CONSULTANT, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

33. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

34. AMENDMENT:

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

35. STANDARD OF PRACTICE:

CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances. It is hereby understood that COUNTY's acceptance of the services performed by CONSULTANT hereunder shall not operate as a waiver or release of any breach of this Agreement.

36. TITLE TO INFORMATION AND DOCUMENTS:

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

37. RIGHTS TO INVENTIONS:

Notwithstanding Section 27 of this Agreement, all rights to inventions and materials generated under this Agreement are subject to any and all applicable requirements and regulations issued by FAA and the Sponsor of the Federal grant under which this Agreement is executed.

38. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media (television, radio, newspapers and internet). CONSULTANT shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

39. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be delivered hereunder. Any and all subcontracts will be subject to all applicable provisions of this Agreement. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

40. JURISDICTION AND VENUE:

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

41. 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 the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "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.

42. SURVIVAL:

The duties and obligations of the parties set forth in Sections 4(B)-(E), 8, 10, 13(D) and 22 shall survive the expiration or termination of this Agreement.

43. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in paragraphs 1 through 48 of this Agreement, paragraphs 1 through 48 of this Agreement shall have priority.

44. INTERPRETATION:

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

45. INDEPENDENT CONSTRUCTION:

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

46. FORCE MAJEURE:

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

47. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter.

48. AUTHORITY TO EXECUTE:

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

MEAD & HUNT, INC.:

By: 

Date: 10-1-15

Name: Jon J. Faucher

Title: Vice President / Secretary to the Board

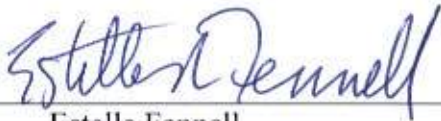
By: 

Date: 10/1/15

Name: Robert Casagrande

Title: Vice President

COUNTY OF HUMBOLDT:

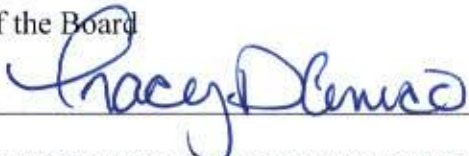
By: 

Date: 10/13/2015

Estelle Fennell
Chair, Board of Supervisors

(SEAL)

ATTEST:
Clerk of the Board

By: 

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Manager

- Exhibit A – Scope of Services
- Exhibit B – Project Schedule
- Exhibit C – Project Budget
- Exhibit D – Billing Rate Schedule

EXHIBIT A SCOPE OF SERVICES

OVERVIEW

This Scope of Services describes the Elements that will be undertaken by Mead & Hunt, Inc. (Consultant) to implement an Airport Geographic Information System (AGIS) survey and develop an Obstructions Removal Plan (ORP) for Murray Field Airport (Airport) for the County of Humboldt (County).

PROJECT DESCRIPTION

An AGIS survey has not previously been prepared for the Airport. Obstructions are known to exist in the vicinity of the Airport; however, current elevational data does not exist. An AGIS survey would provide the data needed to update the Airspace Plan and would be available for analyses by Federal Aviation Administration (FAA) Flight Procedures branch. The purpose of this ORP is to identify the obstructions that have the greatest potential to impact instrument approach minimums. The ORP will evaluate the obstructions and establish priority rankings for their disposition (i.e., lowering, removal, or obstruction light). Total project costs for addressing obstructions will be estimated. Ultimately, this information will be used to define projects in the Airport Capital Improvement Plan submitted by the County to the FAA.

The following Scope of Services details the specific work Elements to be completed by Consultant in pursuit of the goals described above.

SCOPE OF SERVICES

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 to the documents and the documents will be 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:

- Element 4 does not require travel for meetings. 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: AGIS Survey

The purpose of this Element is to provide an FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: Section 2.7.1.1, *Runways with Vertical Guidance*. This is inclusive of 2.7.1.1.1 through 2.7.1.1.7. For this project, the Consultant will acquire new vertical stereo aerial photography at a nominal scale of 1 inch equals 1,905 feet for obstruction surface areas and 1 inch equals 508 feet for the Airport property. The aerial photography will cover all of the VG Airspace Analysis surfaces using our Zeiss Z/I digital mapping camera (DMC) during leaf-on conditions.

From the 1-inch equals 1,905 feet aerial photography, we will produce the following:

- Limited landmark feature planimetric mapping.
- Color digital orthophotos with a 1.0-inch pixel resolution.
- Identification and mapping of obstruction obstacles for all of the VG surfaces.

From the 1-inch equals 508 feet aerial photography, we will produce the following:

- Identification and mapping of obstruction obstacles for the VGPS.

2.1 *Quality Standards*

The project has been designed to conform to the National Map Accuracy Standards for a twelve-inch orthophoto production and Planimetric Feature collection. In addition, we insure that the photogrammetric mapping will meet all FAA and NGS standards. We will exercise reasonable care and will conform to the standards of practice ordinarily used by the photogrammetric profession.

2.2 *Project Area*

The project area encompasses all of the Airport inclusive of the obstruction surfaces as defined in AC 150/5300-18B.

2.3 *Control Surveying*

The aerial photography will be completed with ABGPS control, which will be used for the base control for the georeferencing of the aerial imagery. The Consultant will process the ABGPS data using COR stations and reference it to the project control datums:

- Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), in the CA State Plane Coordinate System, Zone I in US survey feet.
- Vertical: North American Vertical Datum of 1988 (NAVD 88).

The Consultant will complete all of the remaining on-site ground control surveys, including:

- Geodetic control validation of the existing Airport PACS and SACS stations or establish temporary Airport control according to the guidelines established in AC 150/5300-16A.
- Obtain all necessary ground control photo identifiable control checkpoints required to validate the ABGPS control.
- Control of all the Airport runway end positions.
- Collection of vertical profiles for all runways.
- Collection of the position, elevation, and where required, the appropriate navigational aid perpendicular point of all electronic and visual navigational aids (NAVAIDs) located on the Airport and associated with any current instrument approach servicing the Airport.
- Control for any obstruction obstacles or Airport planimetric features that cannot be collected by photogrammetric methods.
- Complete map checks for feature attribute data and update the final map file attribution.
- Preparation of a survey and quality control plan, imagery plan, and final project report as required for submission to the FAA AGIS online database.
- All other tasks, not specifically listed above, as outlined in FAA AC-18B, Table 2-1, "Survey Requirements Matrix for Airport Obstruction Charts."

2.4 *Orthophoto Mapping*

The Consultant will use the control solution and scans of the aerial negatives to generate a Digital Elevation Model (DEM) for the VG surfaces. The aerial scans will be processed into color digital orthophotos using the aforementioned DEM to rectify the images. Orthophotos for the entire project

area will be developed with a 1.0-inch pixel resolution and be delivered in a GeoTIFF file format via external hard drives.

2.5 *VGA Obstruction Surveys*

For the VGA Obstructions Surfaces, our production personnel will satisfy the following requirements of the AC 150/5300-18B:

- 2.7.1.2 Analysis of Runway(s) with Vertically Guided Operations (Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS and VGCS).

The specific types and quantities of obstructions for each surface are outlined and clearly defined for the particular surface in each circular section. Any obstructions that meet the requirement of the circular, but are of a nature that elevations at the highest point of the obstruction are virtually impossible to read through photogrammetric methods (cell tower, electrical tower, etc.), will be identified and relayed to the surveyor to initiate field surveyed elevations for the obstruction.

The obstruction deliveries will include the off-Airport landmark planimetric mapping. The final data will be delivered in a format to work with ESRI shape files.

Assumptions

- The Consultant will submit all data collected and associated required deliverable in the formats specified in the appropriate advisory circulars to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program's website at <http://airports-gis.faa.gov>.
- The AC 150/5300-17C project data deliveries that will not be submitted through the website will be delivered on external hard drives or DVDs.

Deliverables

- 18B deliverables
The following 18B deliverables will be uploaded to the AGIS website: Statement of Work, Imagery Plan and Survey, and Quality Control Plan
 - Image Delivery
 - Digital limited landmark detail outside the airport
 - Color digital orthophotos with a 1.0-inch pixel resolution (GeoTIFF format)
 - Obstruction survey data (that covers VG surfaces)
 - Surveyed centerline profile on VG runways
 - NAVAID data
 - Photogrammetrically derived attributes in defined format
 - FGDC compliant metadata
- Final Report
- Color digital orthophotos with a 1.0-inch pixel resolution in GeoTIFF format (project area).
- Two (2) color enlargements (30-inch by 40-inch) covering the Airport and the surrounding area (mounted/laminated/framed).
- Additional spot elevations in areas as defined by the Consultant.

All digital files will be delivered on CDROM/DVD.

Assumptions:

- County will provide access to the Airport for the supporting terrestrial surveying tasks.

Deliverables:

- Data and photo images as described in the Deliverables and Final Report sections above.

Element 3: Initial Identification of Critical Obstructions

The current Airspace Plan identifies a small number of objects that penetrate Part 77 airspace surfaces close to the airfield. East and south of the Airport are extensive areas where terrain penetrates the airspace surfaces. The AGIS survey will provide current data on the location and elevation of objects near the Airport. Prior to beginning analysis of obstructions, the County will obtain verification from the San Francisco Airports District Office that the analysis should be based upon Part 77 surfaces.

As part of a separate project, the Airport Layout Plan for the Airport is being updated. This update will include revisions to the Airspace Plan to be consistent with current FAA format guidelines. As part of this Scope of Services, the Consultant will use the AGIS data to update the Airspace Plan for the Airport. A site visit will be arranged with County staff. During the site visit, Consultant and County staff will evaluate the identified obstructions and make a preliminary determination of whether trees would need to be cut or topped and other objects lowered or obstruction lighted. As necessary, the draft Airspace Plan will be revised to reflect this determination.

Following this field inspection, a meeting with the Consultant and County staff will be held to identify the next steps in the process and allocate responsibility for their completion. This discussion will include assessment of likely implementation issues associated with obstruction removal on each of the sites. The row of eucalyptus northwest of the airfield are a well-known local natural feature. There may be sensitivities to topping or removing any of these trees.

Assumptions:

- One (1) meeting requiring travel and an overnight stay will be required.

Deliverables:

- An updated Airspace Plan including a table noting the proposed disposition of each obstruction.
- One (1) site visit and associated meeting with County staff.

Element 4: Draft Obstructions Removal Plan

A draft ORP will be prepared by the Consultant based upon the revised Airspace Plan. Costs to top/remove each tree or group of trees identified in the Airspace Plan as to be topped/cut will be developed based upon similar tree topping/removal projects undertaken by the County. County staff will be responsible for researching prior tree removal projects to provide unit costs for topping and cutting trees. Costs to lower or obstruction light other objects will be estimated by the Consultant's engineering staff. The anticipated National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) documentation required to modify each obstruction will be identified. However, no environmental documentation for either NEPA or CEQA will be prepared. Unless unusual circumstances are known to exist, it will be presumed that all on-airport tree topping/cutting and off-airport tree topping will qualify for a Categorical Exclusion. Off-airport tree cutting will be assumed to require preparation of an Environmental Assessment. CEQA requirements will be determined based upon guidance provided by County staff. Other factors that would affect the timing and ease of removing specific obstructions will be documented based upon available information. Past County experiences in removing obstructions on private property will be reflected in this analysis. A matrix will be prepared that will allow comparison of the cost and complexity of removal of the identified obstructions.

Preliminary recommendations will be prepared by the Consultant that will include a schedule for removal of the obstructions. The recommendations will include a five-year financial plan for implementation of the highest priority obstruction removal projects. These recommendations are intended to be used as the basis for a face-to-face discussion between the County and Airports District Office. Up to five (5) printed copies and a PDF version of the administrative draft of the ORP will be provided to the County for review. One (1) face-to-face meeting will be held at County offices to discuss the plan and define any revisions needed. A final draft will then be provided to the County for forwarding to the FAA.

A meeting will be scheduled at the Airports District Office to discuss the plan. At the FAA's option, the Western Flight Procedures staff may participate. The intent will be define an implementation schedule that reflects a revenue stream that is realistic for both agencies. Following the meeting, a summary of agreed-upon actions will be circulated for concurrence.

Assumptions:

- Travel to one (1) meeting in Humboldt County and one (1) at the Airports District office.

Deliverables:

- Administrative draft and draft versions of the ORP.

Element 5: Final Obstructions Removal Plan

A final ORP will be prepared that reflects the agreement reached between the County and FAA. Text will be developed for inclusion in the Narrative Report for the separate ALP update project that summarizes the ORP. As necessary the Airspace Plan will be updated to reflect the agreed upon approach to obstruction removal.

One (1) printed copy and two (2) CD-ROMs with the report in PDF format will be provided to the County. One (1) printed copy and one (1) CD-ROM with the report in PDF format will be provided to the FAA. Supporting graphics will be provided on CD-ROMs in both AutoCAD and GIS formats to both agencies.

Assumptions:

- No travel will be required.

Deliverables:

- Three (3) hardcopies of the ORP.
- Two (2) CD-ROMs containing the ORP.
- Two (2) CD-ROMs containing graphics in both AutoCAD and GIS formats.

Element 6: Administration and 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 County staff, the FAA, members of the project team, and others who become involved through the course of the study. The project management and coordination process includes the following tasks:

- 6.1 **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.

- 6.2 ***Sponsor Project Briefings*** — Regular monthly or more frequent status briefings will take place through the duration of the project, which is anticipated to take twelve (12) months from the date of contract acceptance by the 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 Client's designated point of contact and the FAA.
- 6.3 ***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 twelve (12) months by Consultant team. Consultant will send monthly electronic mail to Client 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.

END OF EXHIBIT A

EXHIBIT B
PROJECT SCHEDULE

The Airport Geographic Information System (AGIS) Survey will be completed within one hundred eighty (180) calendar days of the Notice to Proceed.

The Initial Obstruction Identification graphics shall be submitted within forty-five (45) calendar days of receiving the AGIS survey data.

The Draft Obstruction Plan shall be submitted within forty-five (45) calendar days of the conference call between the County and FAA in which the Initial Obstruction Identification graphics are reviewed.

The Final Obstruction Plan shall be submitted within thirty (30) days of the meeting with the County and FAA in which the Draft Obstruction Plan graphics are reviewed.

The duration of the Contract will be 365 calendar days from the date of execution by all parties to the contract. If the work exceeds 365 calendar days, the Contract will be renegotiated or extended at the discretion of the County.

END OF EXHIBIT B

EXHIBIT C PROJECT BUDGET

1 Basis of Compensation as a Fixed Fee

- 1.1 Excluding Additional Services only, the fixed fee identified in the Agreement shall be full compensation for all Services required, performed or accepted under this Agreement, and shall include without limitation, costs for Expenses as identified below necessary to perform the Services.
- 1.2 Progress payments for Services shall be made monthly based upon Consultant's percentage completion of the Services as determined by County, unless County and Consultant expressly agree otherwise.

2 Payment Procedures / Work Breakdown Structure

- 2.1 The Work will be performed by Element with the maximum compensation assigned to each Element for Consultant Services as follows:

2.1.1	Element #1: Study Design:	
	Completion of Element #1	<u>\$4,301</u>
	Expenses: Included in Basic Services	
2.1.2	Element #2: AGIS Survey:	
	Completion of Element #2	<u>\$53,983</u>
	Expenses: Included in Basic Services	
2.1.3	Element #3: Initial Obstruction Identification:	
	Completion of Element #3	<u>\$18,170</u>
	Expenses: Included in Basic Services	
2.1.4	Element #4: Draft Obstructions Plan:	
	Completion of Element #4	<u>\$21,456</u>
	Expenses: Included in Basic Services	
2.1.5	Element #5: Final Obstructions Plan:	
	Completion of Element #5	<u>\$1,547</u>
	Expenses: Included in Basic Services	
2.1.6	Element #6: Administration and Management:	
	Completion of Element #6	<u>\$4,532</u>
	Expenses: Included in Basic Services	

- 2.2 Basic Services Fee Defined. The total fee for all Basic Services is calculated as follows:

2.2.1	Consultant Services Fee Total:	<u>\$103,989</u>
2.2.2	Maximum Services Fee Total:	<u>\$103,989</u>
2.2.3	Expenses:	Included in Basic Services

- 2.3 All billings and requests for progress payments shall require a written invoice from Consultant in a form acceptable to County. County shall make payment on approved amounts within each invoice within 30 days of receipt.
- 2.4 Expenses. Consultant's expenses are included in the compensation for Basic Services, and include actual out of pocket expenditures made by Consultant and subconsultants on behalf of County in the interest of PROJECT. No additional compensation shall be due for Consultant's expenses.
- 2.5 Consultant shall submit all billings with all necessary invoices, deliverables, or other appropriate evidence of performance, after which County shall make payment at the earliest practicable time.
- 2.6 Additional Services. County will pay the Consultant for Additional Services as agreed to in a written addendum or amendment ("amendment") to this Agreement executed by County and the Consultant. Payment for all such Additional Services shall be as follows:
- 2.6.1 General. For Additional Services of Consultant's professional staff engaged directly on the Project, on the basis of a lump sum negotiated between the parties, or, at County's option, at Consultant's Billing Rates plus Reimbursable Expenses Related to Additional Services up to a guaranteed maximum price (GMP).
- 2.6.2 Subconsultants. For Additional Services of subconsultants employed by Consultant to render Additional Services, the amount billed to Consultant therefore times five percent [5% or 1.05] for general and administrative expenses. For Additional Services billed on an hourly basis, Consultant agrees that all sub-consultant billing will be limited to a not-to-exceed amount upon prior written approval of County.
- 2.6.3 Amendments must be negotiated and signed by the Consultant and County prior to commencing work of Additional Services; otherwise, such costs are deemed within Basic Services.
- 2.7 **Definitions**
- 2.7.1 "Additional Services" mean services beyond the scope of the Services defined in this Agreement, identified as Additional Services in Appendix B Scope of Services.
- 2.7.2 "Billing Rates" shall be the hourly rates indicated on *Exhibit 1 to Appendix C: Compensation*. Where exact Billing Rates are not agreed upon and a multiplier method is used, then Billing Rates shall be calculated on the basis of "Actual Salary" (raw salary excluding all other salary related and/or fringe benefit costs of any type, nature or description), times the agreed multiplier. (Such multiplier shall include overhead, general and administrative expenses, employee fringe benefits, profit, interest on invested capital, readiness to serve, and all other contingencies and other considerations for the work of this Agreement.)
- 2.7.3 "Reimbursable Expenses Related to Additional Services" shall be limited to the list of reimbursable expenses listed in *Exhibit 1 to Appendix C: Compensation* and the specific expenses identified below. All other expenses are not reimbursable and are deemed included in the Billing Rate.

- 2.7.3.1 Travel Costs. The reasonable expense of travel costs incurred by Consultant when requested by County to travel out-of-county beyond a 300-mile limit from either the Project site, the Consultant's office(s), or County's office, incurred performing Additional Services.
- 2.7.3.2 Long Distance Telephone Costs. Long distance telephone calls and long distance facsimile costs incurred performing Additional Services.
- 2.7.3.3 Delivery Costs. Courier services and overnight delivery costs incurred performing Additional Services.
- 2.7.3.4 Reproduction Costs. Reproduction and postage costs of required plans, specifications, bidding and other documents required under this Agreement, if any, incurred performing Additional Services.
- 2.7.3.5 Calculation. County shall pay Consultant the actual cost of all Reimbursable Expenses Related to Additional Services times ten percent [15% or 1.15] for general and administrative expenses, up to the guaranteed maximum reimbursable expense cost (GMREC).

END OF EXHIBIT C

EXHIBIT D BILLING RATE SCHEDULE

Standard Billing Rates

Clerical.....	\$77.00 / hour
Interior Designer, Technical Editor.....	\$103.00 / hour
Senior Editor.....	\$152.00 / hour
Registered Land Surveyor.....	\$117.00 / hour
Accounting, Administrative Assistant.....	\$95.00 / hour
Technician I, Technical Writer.....	\$88.00 / hour
Technician II, Surveyor - Instrument Person.....	\$103.00 / hour
Technician III.....	\$111.00 / hour
Technician IV.....	\$134.00 / hour
Senior Technician.....	\$160.00 / hour
Engineer I, Scientist I, Architect I, Planner I.....	\$121.00 / hour
Engineer II, Scientist II, Architect II, Planner II.....	\$133.00 / hour
Engineer III.....	\$144.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist.....	\$164.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner.....	\$177.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner.....	\$216.00 / hour
Senior Associate.....	\$263.00 / hour
Principal.....	\$273.00 / hour
Senior Client/Project Manager.....	\$273.00 / 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

Company or Personal Car Mileage.....	\$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.

END OF EXHIBIT D