

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**HUMBOLDT COUNTY
CALIFORNIA REDWOOD COAST-HUMBOLDT COUNTY AIRPORT
ARCATA, CALIFORNIA**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **Humboldt County** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

WHEREAS, the FAA has determined that this project is reasonably anticipated to support construction or alteration at an airport as to which notice will be required under section 77.9 of title 14, Code Federal Regulations;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and **Humboldt County**.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The purpose of this Agreement between the FAA and the Sponsor is to provide design review, site survey, cost estimate, and engineering consulting services relating to impacts to the FAA's Electrical Line Distribution (ELD) caused by the Sponsor's project to shift Taxiway (TWY) A. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

Arcata, CA (ACV) – Engineering Design Review and Oversight Support for TWY A Shift

B. The FAA will perform the following activities:

1. FAA engineering will conduct the necessary engineering and analysis to evaluate the Sponsor's design drawings and specifications for potential impacts to FAA facilities and infrastructure.
2. Conduct design reviews and comments on requirements related to impacted FAA facilities and equipment.
3. Coordinate in advance with the Sponsor's project stakeholders and participate in project planning.
4. Engineering Services will travel to site in support of the Sponsor's project, conduct site surveys, project meetings, and other project support.
5. FAA will perform preliminary planning activities. This may include, but is not limited to, technical consultations, engineering, planning meetings, feasibility assessments, project planning, scope definition, development of cost estimates, and development of design packages.
6. The FAA will perform all FAA risk mitigation analysis and prepare the required risk management documentation to submit an FAA Project Risk Plan (PRP) for approval. The information requested to document risk mitigation shall be provided by the Sponsor prior to the start of construction activities.

C. The Sponsor will perform the following activities:

1. Coordinate key milestones for design completion (30%, 60%, 90%, 100%) with FAA engineering, including a complete schedule for work to be accomplished, including construction activities related to FAA facilities and equipment.
2. Provide a full set of construction documents, plans, and specifications to the FAA for design review at the completion stages of 30%, 60%, 90%, and 100%.
 - a. Provide scaled electronic drawings of the impacted FAA facilities in both PDF and AutoCAD format (ver. 19 or earlier).
 - b. Provided documents should show only the proposed airport work where FAA facilities or equipment, including underground utilities, are impacted.
 - c. Impacted FAA facilities drawings shall be designed in a format compliant with FAA-STD-002H.
3. Develop engineering design packages with drawings and specifications based on current published FAA guidance (Orders, Advisory Circulars, etc.) including, but not limited to: 1217H CHG 2, 1391F, 19G. Incorporate requirements and

recommendations made by the FAA into the design drawings. FAA systems impacted by Sponsor activities shall be made operational in compliance with FAA standards.

4. Provide the FAA access to the project site, including any airport specific briefs or driving requirements, for the purposes of site surveys, facility inspections, and other activities.
- D. This agreement is in whole or in part funded with funding from an AIP grant [] Yes [X] No. If Yes, the grant date is: _____ and the grant number is: _____. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The **FAA Western Service Area, Planning & Requirements Group, NAS Planning Team** will provide administrative oversight of this Agreement. **Savorn Thy** is the **Planning Specialist** and liaison with the Sponsor and can be reached at **(206) 231-2810** or via email at **savorn.thy@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The **FAA Western Service Area, Engineering Services, Infrastructure Const/Install Center A ELS** will perform the scope of work included in this Agreement. **William Chen** is the **General Engineer** and liaison with the Sponsor and can be reached at **(424) 405-7441** or via email at **william.chen@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. The execution, amendment, and administration of this Agreement must be authorized and accomplished by the FAA's Contracting Officer, **Brad Logan** who can be reached at **(817) 222-4395** or via email at **brad.logan@faa.gov**.

B. Sponsor:

Humboldt County
Justin Hopman
3561 Boeing Avenue
McKinleyville, CA 95519
Telephone: (707) 382-2551
Email: jhopman@co.humboldt.ca.us

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer – Reserved

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
WB4010 – Program Management	\$5,678.00
WB4020 – Engineering Support	\$10,220.00
WB4030 – Environmental & Occupational Safety & Health Compliance	\$1,703.00
Labor Subtotal	\$17,601.00
Labor Overhead	\$3,499.08
Total Labor	\$21,100.08
Non-Labor	
WB4020 – Travel	\$5,047.00
Non-Labor Subtotal	\$5,047.00
Non-Labor Overhead	\$403.76
Total Non-Labor	\$5,450.76
TOTAL ESTIMATED COST	\$26,550.84

FAA shall make reasonable efforts to perform under this agreement in a cost-effective manner, consistent with the estimated costs in this Article 7, Public Law 114-307, the FAA Financial Manual, and the FAA Acquisition Management System, as applicable.

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9 of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. Upon execution of this Agreement, the Sponsor authorizes the FAA to transfer remaining funds from Reimbursable Agreement # AJW-FN-WSA-22-WP-005240 to this Agreement, AJW-FN-WSA-24-WP-006365. If the balance remaining on AJW-FN-WSA-22-WP-005240 exceeds the total amount of this Agreement, the excess amount will be refunded back to the Sponsor upon closeout of AJW-FN-WSA-22-WP-005240. If the balance remaining on AJW-FN-WSA-22-WP-005240 is less than the total amount of this Agreement, the FAA will provide a letter to the Sponsor providing the remaining balance due. If there is a balance due, the Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in the balance due letter to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the Sponsor, except as described in section D of this Article. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the Sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The Sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the Sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS is:

DOT/FAA/ESC
P.O. Box 25770
AMK-322 – MPB 328
Oklahoma City, OK 73125

FAA payment remittance address using Fed Ex (overnight) is:

DOT/FAA/ESC
AMK-322 – MPB328
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Humboldt County
Attn: Jessica Maciel
3561 Boeing Avenue
McKinleyville, CA 95519
Telephone: (707) 267-9157
Email: jmaciel@co.humboldt.ca.us

- D. The FAA will accept payments under this Article from only one of two sources: either (1) the Sponsor or (2) a Third Party on behalf of the Sponsor, and the same source must make all required payments. If a Third Party makes the payments, then any refund due from FAA upon completion of the Agreement will be returned to that Third Party.
- E. The FAA will provide the Sponsor a quarterly Statement of Account of costs incurred against the advance payment.
- F. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S.C. § 6505, Public Law 114-307, 130 Stat 1523, Dec. 16, 2016. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.1F applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

SIGNATURE	
NAME	Bradley K. Logan
TITLE	Contracting Officer
DATE	

HUMBOLDT COUNTY

SIGNATURE	
NAME	Justin Hopman
TITLE	Director of Aviation
DATE	