

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
ARMSTRONG, INC.
PROJECT NAME: AIRPORT SYSTEM PLANNING STUDY**

This Agreement, entered into this 5th day of October, 2021, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Armstrong Consultants, Inc., a Colorado corporation, hereinafter referred to as CONSULTANT, is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Aviation operates a Six-Airport System including the: California Redwood Coast-Humboldt County Airport (ACV) in McKinleyville, CA; Murray Field Airport (EKA) in Eureka, CA; Rohnerville Airport (FOT) outside of Fortuna, CA; Garberville Airport (O16) outside of Garberville, CA; Kneeland Airport (O19); and Dinsmore Airport (D63); and

WHEREAS, by operating these six airports the COUNTY is required to operate and maintain runway and taxiway pavements, and associated airport infrastructure, in a safe condition for aircraft to utilize, per Federal Aviation Regulations (FARs); and

WHEREAS, COUNTY, by and through its Department of Aviation, desires to retain the services of CONSULTANT to conduct a study and prepare documents for prioritizing infrastructure and development efforts over the next twenty-year period; and

WHEREAS, such work involves the performance of professional, expert, 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, COUNTY, by and through its Department of Aviation has secured a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant to cover the costs of this project; and

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

WHEREAS, CONSULTANT represents that it is adequately trained, skilled, experienced and qualified to perform the planning, testing, engineering analysis, surveying, and associated services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

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

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until December 31, 2023, unless sooner terminated as provided herein.

3. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONSULTANT fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event this Agreement is terminated, CONSULTANT shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONSULTANT.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Million Five Hundred Ninety-Eight Thousand Eight Hundred Sixty-Eight Dollars (\$1,598,868.00). In no event shall the maximum amount paid under this Agreement exceed \$1,598,868.00. CONSULTANT agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit A - Scope of Work, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONSULTANT, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONSULTANT. CONSULTANT shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONSULTANT estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONSULTANT shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement by the tenth (10th) day of each month. CONSULTANT shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Invoices shall be in a format approved by Director and the Humboldt County Auditor-Controller and shall include the date that each service was provided, the total number of service hours provided per day, the total cost per day and the total

cost for the month. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this agreement shall be made within thirty (30) days after the receipt of the approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY County of Humboldt-Department of Aviation
3561 Boeing Avenue
McKinleyville, California 95519

6. NOTICES:

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

COUNTY Humboldt County-Department of Aviation
Attention: Cody Rogatz, Director of Aviation
3561 Boeing Avenue
McKinleyville, CA 95519

CONSULTANT Armstrong Consultants, Inc.
Attention: Justin Pietz
751 Horizon Ct, Suite 255
Grand Junction, Colorado 81501

7. REPORTS:

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

8. RECORD RETENTION AND INSPECTION:

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

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 pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder

CONSULTANT hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and or federal agencies. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because 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, without limitation, the right to review and monitor CONSULTANT s records, programs, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement CONSULTANT will cooperate with a corrective action plan, if deficiencies in CONSULTANT's records, programs, procedures, or business operations are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CONSULTANT's performance hereunder.

10. CONFIDENTIAL INFORMATION:

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

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without

limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by local, state, or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

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

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONSULTANT certifies 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 subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

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

- A. Drug-Free Policy Statement. 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:
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 pursuant to the terms and conditions of this Agreement will:
 - 1. Receive a copy of CONSULTANT's Drug Free Policy Statement; and
 - 2. Agree to abide by CONSULTANT's Drug Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. 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 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 set forth herein, CONSULTANT, and its subcontractors, shall take out and maintain, throughout the term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONSULTANT or its agents, officers, directors, employees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance - Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which 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, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or 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 property damage caused by explosion or collapse of structures or underground damage, 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 requirements 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 (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insurance 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 shall not affect the coverage provided to COUNTY or 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. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) 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 any other available remedies, take out the necessary insurance and 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 the above-referenced aggregate limits.

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

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

CONSULTANT Armstrong Consultants, Inc.
 Attention: Justin Pietz
 751 Horizon Ct, Suite 255
 Grand Junction, Colorado 81501

16. RELATIONSHIP OF PARTIES:

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

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONSULTANT agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONSULTANT agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.

- C. Accessibility Requirements. CONSULTANT agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONSULTANT agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

18. PROVISIONS REQUIRED BY LAW:

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

19. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

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

20. PROTOCOLS:

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

21. 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.

22. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by 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 either party to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

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

24. WAIVER OF DEFAULT:

The waiver by COUNTY of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement 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 COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

25. 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.

26. AMENDMENT:

This Agreement may be amended only upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. 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 exercised under like circumstances.

28. 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, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, CONSULTANT shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

29. 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.

30. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONSULTANT shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this

provision shall be given to Director in accordance with the notice requirements set forth herein.

31. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

32. ATTORNEYS FEES:

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

33. SURVIVAL OF PROVISIONS:

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

34. CONFLICTING TERMS OR CONDITIONS:

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

35. PRECEDENCE OF DOCUMENTS.

The terms and conditions set forth in Exhibit B, AIP-Required Federal Clauses Applicable to Professional Service Agreements, shall govern in case of any conflict with the body of this Agreement or any other Exhibit hereto. Otherwise, in the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

36. INTERPRETATION:

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

on the basis that the other party prepared it.

37. INDEPENDENT CONSTRUCTION:

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

38. FORCE MAJEURE:

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

39. ENTIRE AGREEMENT:

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

40. COUNTERPART EXECUTION:

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

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

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

41. 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 first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS

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

ARMSTRONG CONSULTANTS, INC.:

By: 

Date: 9.29.21

Name: DENNIS A. CORSI

Title: PRESIDENT

Date: 9.29.2021

By:  Justin Pietz

Digitally signed by Justin Pietz
DN: cn=Justin Pietz, o=US, o=Armstrong
Consultants, ou=Secretary,
email=pietz@armstrongconsultants.com
Date: 2021.09.29 15:35:56 -0600

Name: Justin Pietz

Title: Secretary

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Virginia Bass
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____

LIST OF EXHIBITS:

- Exhibit A - Scope of Work
- Exhibit B – AIP-Required Federal Clauses
- Applicable to Professional Service Agreements

HUMBOLDT COUNTY AIRPORTS

SYSTEM PLANNING STUDY



FINAL SCOPE OF WORK

HUMBOLDT COUNTY AIRPORTS

HUMBOLDT, CA | AUGUST 2021



EXHIBIT A



EXHIBIT A
SCOPE OF WORK
AND FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made in August 2021 between the **HUMBOLDT COUNTY, CALIFORNIA (Owner)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.


2. **WORK PROGRAM** – Attached

Humboldt County Airports System Planning Study: \$1,598,868

OWNER:
HUMBOLDT COUNTY, CALIFORNIA

By _____
Cody Roggatz, Director of Aviation

ENGINEER:
ARMSTRONG CONSULTANTS, INC.

By  _____
Dennis Corsi, President

HUMBOLDT COUNTY AIRPORTS SYSTEM PLANNING STUDY

FINAL SCOPE OF WORK

OVERVIEW

The Humboldt County Airport System is comprised of six airports included in the FAA's National Plan of Integrated Airport Systems (NPIAS) located in Humboldt County, California. The Humboldt County airports provide vital services to the National Airport System which include air carrier service, air cargo, US Coast Guard, air medivac, firefighting, business transportation, government transportation, and search and rescue aviation activities. These airports currently offer varying levels of facilities and services and are in varying physical conditions. Humboldt County desires to develop a Humboldt County Airports System Planning Study (HCASPS) in order to provide safe and efficient airport facilities and services, and to identify and prioritize the capital, operational and maintenance investments needed throughout the six NPIAS airports. The primary purpose of this study is to develop an airport system plan that will assess current facilities and operations, receive local stakeholder inputs, and identify and prioritize the improvements needed to maximize airport utilization and continue to maintain safe and efficient operating conditions. Based on input from the FAA the project will include only specific selected master plan components from FAA Advisory Circular 150/5360-6B as described below. This Scope of Work includes updating the Airport Layout Plan drawings at the six study airports, and developing narratives to include 10-year Capital Improvement Plans (CIP) with recommended project years, and updating airspace information for obstructions and potential new approach procedures.

The six NPIAS airports; Arcata-Eureka California Redwood Coast-Humboldt County Airport, Murray Field Airport, Rohnerville Airport, Garberville Airport, Kneeland Airport and Dinsmore Airport will be individually studied. Each of the six airports will be evaluated and summarily reported to include: 1) an Inventory of airport facilities and activity, 2) determination of Facility Requirements, 3) development of a Recommended Development Plan 4) creation of an Implementation and Financial Plan with a ten-year capital development plan, and 5) production of an updated Airport Layout Plan Drawing set for each airport.

The Public Involvement Program will provide Humboldt County and each community a full opportunity to participate in the planning process. The Public Involvement Program will encourage information sharing and collaboration among the airport sponsor, users and tenants, resource agencies, elected and appointed public officials, community members and the general public.

A summary of the Airport System Planning Study Elements is listed below, while each Element is further described in the remainder of this document.

Airport System Planning Study Elements

- Element 1 - Project Management
 -1.1 Project Management and Quality Control
 -1.2 Establish Airport Technical Advisory Committee (TAC)
- Element 2 - Public Involvement
 -2.1 Public Involvement Program
 -2.2 Public Outreach Meetings
- Element 3 - Overview of Humboldt County Airport Roles
 -3.1 TAC Meeting No. 1
 -3.2 Humboldt County Airports System Description
- Element 4 - Inventory Existing Conditions
 -4.1 Evaluate Existing Documents
 -4.2 Airport Physical Facilities
 -4.3 Assemble Weather Data
 -4.4 Inventory of Non-standard Conditions
 -4.5 Aeronautical Surveys
 -4.6 Historic and Existing Operational and Based Aircraft Data
- Element 5 - Airport Waste Recycling
 -5.1 Airport Waste Recycling Programs
- Element 6 - Facility Requirements
 -6.1 Airside Requirements
 -6.2 Landside Requirements
- Element 7 - Recommended Development Plan
 -7.1 Airside Recommended Developments
 -7.2 Landside/Terminal Area Recommended Developments
 -7.3 TAC Meeting No. 2
 -7.4 Public Information Meetings
- Element 8 - Implementation and Financial Plan
 -8.1 Prepare Cost Estimates
 -8.2 Capital Improvement Program Coordination
 -8.3 Phased Airport Development Plan Drawing
- Element 9 - Airport Layout Plans (Airport Specific)
 -9.1 Cover Sheet
 -9.2 Airport Layout Plan
 -9.3 Terminal/Building Area Layout Plan
 -9.4 Airport Airspace Drawing
 -9.5 Approach Surfaces and Runway Protection Zone Drawings
 -9.6 Runway Departure Surfaces Drawings
 -9.7 On-Airport Land Use Drawing
 -9.8 Off-Airport Land Use Drawing
 -9.9 Exhibit "A" Airport Property Map
- Element 10 - Documentation
 -10.1 Working Papers
 -10.2 Draft Airports System Planning Report
 -10.3 TAC Meeting No. 3
 -10.4 Preliminary Draft Airport Layout Plan Drawings
 -10.5 Draft Airport Layout Plan Drawings
 -10.6 Final Airports System Planning Report
 -10.7 Final Airport Layout Plan Drawings

The resulting Airports System Plan and Airport Layout Plan Drawing Sets are for planning purposes only. Approval and/or adoption of the Plan does not require nor guarantee that any development projects will be undertaken, nor does it guarantee funding for contemplated projects by any agency. Prior to the initiation of any individual project, it must first undergo the applicable environmental process and obtain the applicable environmental determination in accordance with the National Environmental Policy Act (NEPA) prior to being undertaken.

Since only selected master planning components will be provided within the scope of this project, additional tasks, studies, evaluations and plans may need to be prepared at a future time or as a subsequent project, such as forecasts of aviation activity and detailed environmental analyses.

Armstrong Consultants shall be responsible for the technical aspects of the planning study and will assure the coordination with and exchange of information between the Consultant Team, the associated Humboldt County Department of Aviation (DOA) staff, other Humboldt County staff, Technical Advisory Committee, Interested Parties including other government bodies, the Caltrans Division of Aeronautics, and the FAA in order that the overall project is completed in a timely and quality manner.

ELEMENT 1 PROJECT MANAGEMENT

Task 1.1 Project Management and Quality Control

Description: To provide appropriate direction and project management for the development of the Humboldt County Airport System Planning Study (HCASPS) as each assignment is undertaken and completed, Armstrong Consultants will maintain close liaison with the County, DOA staff, interested parties, Caltrans and the FAA to ensure the plan truly reflects the appropriate airport role and development needs.

To ensure consistency throughout the project in terms of written and graphic communication, Armstrong Consultants will be responsible, through regular in-house meetings and communications, for quality control, final word processing, proof-reading, editing, final artwork and other graphics, presentation graphics, and production of all documents, to include working papers, technical memorandums, draft reports, final reports, and others as appropriate.

Ongoing coordination discussions will be held among Armstrong team members for purposes of project quality control, coordination and strategy. In addition to Public Information Meetings, regular meetings and discussions will be held between the Armstrong and DOA staff, support with additional by telephone/virtual discussions and written progress reports. The purpose of the meetings will be to report on progress made on the study since the prior meeting, receive input from the participants, report on important phases or sub-phases that have been completed, identify problems encountered for the purpose of resolution, evaluate and select alternatives presented, and generally afford an opportunity to review the work and findings at various stages of completion.

The Consultant will develop a schedule for conducting the HCASPS, updating it as appropriate with the approval of DOA staff. Invoices will be submitted to the Sponsor at key project milestones based on the percentage of tasks completed. Progress reports will accompany each billing.

Deliverables: A program for assuring an exceptional overall project developed collaboratively by Armstrong Consultants and Humboldt County.

Task 1.2 Establish Airport Technical Advisory Committee (TAC)

Description: A Technical Advisory Committee (TAC), to consist of approximately five to ten (5- 10) members, will be established. The composition of the TAC be evaluated and determined, as will the structure of the meetings, along with their location and coordination with other activities in the area. Members to serve on the TAC will be determined by County and DOA staff. Typical membership consists of interested stakeholders and may include members with technical expertise and community interests such as representative(s) from: airport staff, airport advisory board, sponsor staff (such as public works, planning, zoning, or engineering department representatives), airport users, economic development agencies (i.e. chamber of commerce, medical facilities, and the local businesses, tourism board), local citizens, Caltrans, CAL FIRE and FAA.

The TAC will be utilized as a resource entity throughout the course of the study. Additionally, the role of the TAC will involve working with the Armstrong team during the course of the study, while providing input on the various elements and recommendations in the study through meetings and review of draft working papers, reports, and drawings. The TAC will serve in an advisory capacity while decision-making authority lies with Humboldt County.

Deliverables: An established Airports System Planning Study TAC to provide input and review throughout the planning process.

ELEMENT 2
PUBLIC INVOLVEMENT

Task 2.1 Public Involvement Program

Description: A key component of the Humboldt County Airports System Planning Study (HCASPS) is a cooperative Public Involvement Program that provides opportunities for the general public and various interested groups to participate in the planning process. The Public Involvement Program will encourage information-sharing and collaboration among the airport sponsor, users and tenants, resource agencies, elected and appointed public officials, residents, travelers, and the general public. Collectively, these various groups form the stakeholders who have an interest in the outcome of the study. The Program will provide an early opportunity for comment, before major decisions are made. It will also provide adequate notice of opportunities for the public's involvement and regular forums throughout the study. The activities planned for the Public Involvement Program address the need for continuing two-way communication from the onset of the HCASPS and throughout the planning process. Experience has shown that participation by members of the general public and by interested stakeholders can improve chances for community support for the plan and can reduce the possibility of delays and disruptive opposition.

It is essential to have a Public Involvement Plan in place that serves the needs of the six airports, the community and the public participants in a neutral manner. It should ensure a balanced and open process for all, provide a neutral party to plan and facilitate the public and committee meetings, use a variety of techniques and approaches to encourage community participation, and support a cooperative planning process.

Purpose: The purpose of the Public Involvement Program is to facilitate open and proactive communication with the public, and community knowledge and support for the resulting plan so that participating members of the public will have a vested interest in the resulting plan. While unanimous agreement on all aspects of the system plan is not expected, recognition that the involvement process has been a fair and equitable one, and that all voices have been heard and considered is anticipated. This program will provide access to information about the project, will provide opportunities for the public to give input on needs, problems and solutions, and will provide a mechanism whereby planners can evaluate and seriously consider and respond to public input received.

General Principles: The Public Involvement Program will conform to the following general principles:

- Public participation will begin in the earliest stages of the planning process and will continue throughout the process.
- The public will have access to project information throughout the process.
- Timely and adequate public notice will be provided for meetings.
- All public participation activities and input will be fully documented and distributed to members of the planning team and available to the public.
- The public involvement process will feature two-way communication, with a free exchange of information, ideas, and values between the planners and members of the public.
- The study team will give consideration to all reasonable suggestions by the community.
- Written responses to citizen comments and questions will be prompt and informative.

Participants and Audiences: Participants and audiences for the planning processes are diverse. Those most directly impacted have the highest degree in interest and involvement in the plan, while those less impacted are often those least involved. However, all affected groups must be considered during the airport planning process. Thus, the Public Involvement Plan will seek widely representative groups of participants.

There are several categories of participants and audiences for this process.

- **General Public and Surrounding Areas:** Representatives of the surrounding area – residential, commercial, and industrial – may have a high level of interest in the plan, are excellent sources of information about airport impacts, and will need fairly detailed information about the planning process, its schedule and opportunities for public input.
- **Airport Tenants, Other Transportation and Business Users of the Airport:** These groups have a direct interest in the successful operation of the airport. They will have a high level of interest in the planning process and will seek to represent their concerns throughout the process.
- **Government Entities:** Various jurisdictions and agencies have an interest in the planning process. City, County and state officials, regional planning organization, Federal Aviation Administration, Caltrans and other agencies will be able to provide technical, regulatory and legal input.

Printed and Presentation Materials: Both those attending committee and public meetings and those who do not attend such meetings will benefit from informational materials made available to them. The Public Involvement Plan includes materials to be provided to specific target audiences and participants. These materials include graphic exhibits prepared for TAC and Public Meetings. Committee members will also receive copies of working papers prepared during the planning process.

Website: Information, materials and documentation relating to the HCASPS will be provided to the Sponsor to be placed on the Sponsor's website. The Armstrong team will furnish the inclusions for the website and will work with the Sponsor's representative to keep the information up to date. Posting of the HCASPS materials and working papers will not require the public to provide personal information or to register to see these documents.

Deliverable: An established public involvement process will exist throughout the planning process. It is anticipated a total of three TAC meetings for the combined six airports and one public information meeting for each of the six communities will be held.

Task 2.2 Public Outreach Meetings

Description: Public Meetings/Workshops/Open Houses. One Public Outreach Meeting will be held at each of the six associated communities as part of the local Public Involvement Program. A meeting will be in the form of a workshop and open house.

Deliverables: Local community outreach meetings will be held that are specifically designed and tailored for the project including public outreach documents, meeting notices, agendas, sign-in sheets, and meeting summary.

ELEMENT 3 OVERVIEW OF HUMBOLDT COUNTY AIRPORT ROLES

Task 3.1 TAC Meeting No. 1

Description: A kickoff meeting with the Armstrong team, airport management, sponsor staff and appropriate officials, TAC members and other official and interested parties, all of which in effect compose the planning team for the development of the Humboldt County Airports System Planning Study, will be held at the very beginning of the project. The purpose of such a meeting will be to develop team relationships, establish early direction for the study effort, and ensure a thorough understanding of the planning process, its benefits, and use of the HCASPS in the community's decision-making process.

Deliverable: An introductory meeting to establish team relationships and initial direction for the planning effort.

Task 3.2 Humboldt County Airports System Description

Description: The purpose of this task is to describe and orient the reader with the overall Humboldt County system of airports. This element will include an Introduction Chapter describing the purpose and need for the Project, and a System Overview Chapter. Basic airport data and location maps of the primary (NPIAS) airports will be developed. The role and primary users of the NPIAS

airports will be described. A combination of text tables, graphics and maps will be used to present the information.

Deliverables: Introduction and Humboldt County Airports System Overview Chapter.

ELEMENT 4

INVENTORY OF EXISTING CONDITIONS

The purpose of this element is to prepare, assemble, and organize basic information, data, and mapping to be used throughout the study. This element will maximize the use of existing information and only existing information will be assembled. Comprehensive plans, studies, regulations, ordinances, and policies from involved communities and state agencies will be used to assure that recommendations of the study will be consistent with the current and long-range objectives, goals, and needs of the various governmental levels and jurisdictions. The collection of information and documents will serve as a database for source material to be used throughout the project.

Task 4.1 - Evaluate Existing Documents

Description: This task will evaluate existing documents and previous planning efforts of the six different airports. This will involve a review of airport records pertaining to historical traffic activity, construction programs, lease operations, etc.

Deliverable: Revisions and summaries of previous documents for input to future tasks.

Task 4.2 - Airport Physical Facilities

Description: The physical facilities inventory of the six airports will include an examination of plans and documents, as well as a thorough on-site inspection of each individual physical facility to determine its type, size, condition, adequacy, and use. An inventory of as-built conditions will be made to be incorporated into the Airport Layout Plan for each individual airport. The following will be assessed:

- Airfield: Runway and taxiway configuration to include pavement design/construction/maintenance history and condition; lighting; and navigational aids, specifically with the goal of determining, by visual inspection, areas requiring further study and/or testing.
- FBO/GA Services: Fixed base operators (FBO) and general aviation services will be inventoried. Structural use and hangar utilization will be identified.
- Terminal Area: Provide an overview of both airside and landside components of the current terminal facility. This includes identifying limiting factors associated with the facility. On the landside portion, parking facilities and access roads will be inventoried.
- Terminal Building (Arcata-Eureka California Redwood Coast-Humboldt County Airport only): The passenger terminal building and its associated functional areas such as airline check-in areas, waiting room,

baggage handling facilities, rental car facilities, restrooms, concessions, and administrative offices will be evaluated for future recommendations.

- Airport Property: The airport property information will be obtained based on deeds, legal descriptions, and plat maps provided by the airport sponsor.
- Support Facilities: Storage facilities, ARFF equipment and facilities and other airport administration and maintenance facilities will be inventoried to determine existing capacities and adequacy.
- Fuel Facilities: Storage and dispensing facilities will be inventoried to determine existing capacities and adequacy of storage tanks and dispensing equipment including refueling vehicles.
- Utilities: Existing utilities will be identified based on information provided by the airport sponsor.
- Environment: Existing environmental conditions at the airport will be identified.

Deliverable: Tabulated airport facilities inventory for future elements and the Airport Layout drawings.

Task 4.3 Assemble Weather Data

Description: Local temperature and precipitation data will be obtained. Wind data from the NOAA National Climatic Data Center records from on-airport AWOS or surrounding AWOS will be compiled to generate an updated wind rose and runway crosswind coverage for each of the six airports. Additional wind data collection at the airports is not included in the scope of work. The FAA requires 10 years of weather data unless otherwise approved.

Task 4.4 - Inventory of Non-standard Conditions

Description: This task will include the inventorying of conditions on the airports and surrounding environs which result in a listing of conditions that are non-standard with respect to FAA Advisory Circular 150/5300-13B, *Airport Design*.

Deliverable: Identification of specific existing conditions at each airport that are non-standard.

Task 4.5 Aeronautical Survey

Description: An aeronautical survey for the six airports will be conducted in coordination with the FAA. The obstruction survey, aerial photogrammetry and mapping will be completed in accordance with FAA Advisory Circulars 150/5300-16, 17, 18, and FAA Standard Operating Procedure (SOP) 9.1. The data will be uploaded to the FAA AGIS database which should include:

- Control Surveying
- Stereo Color Aerial Photography
- Orthophoto Mapping Digital Elevation Model

-
- Vertically Guided Approach Obstruction Surveys
 - Photogrammetric Mapping
 - A-GIS Work Plans and Data Uploads

New Aerial Photogrammetry will be collected as part of this task. The survey will include all elements under the Airport Layout Plan (ALP) and Instrument Procedure Development in Table 2-1, *Survey Requirements Matrix*, in FAA Advisory Circular 150/5300-18B. The data will be used for base mapping, inventory, alternatives analysis, and in the preparation of the ALP drawing sets and the development of future instrument approach procedures.

Deliverable: Obtain the obstruction Survey from FAA AGIS database and collect updated Aerial Photogrammetry.

Task 4.6 Historic and Existing Operational and Based Aircraft Data

Description: Available historic and existing air traffic data for the six airports will be collected and reviewed including:

- a. Historic aviation activity
- b. Based aircraft
- c. Critical aircraft and Runway Design Code (RDC) to be identified.

This information will be compiled from existing documents and records. This task does not include extensive efforts to count or retrieve detailed traffic count information.

Deliverable: Input for Facility Requirements.

ELEMENT 5 AIRPORT WASTE RECYCLING

Task 5.1 Airport Waste Recycling Program

Description: A review of solid waste recycling at the airports is required by the FAA Modernization and Reform Act of 2012 (FMRA) and FAA Guidance Memorandum, "Guidance on Airport Recycling, Reuse and Waste Reduction Plans" dated September 30, 2014. The narrative report will address issues relating to solid waste recycling at each airport. This includes:

1. The feasibility of solid waste recycling at the airports;
2. Minimizing the generation of solid waste at the airports;
3. Operation and maintenance requirements;
4. Review of waste management contracts; and
5. The potential for cost saving or generation of revenue.

Deliverable: Inventory and review of solid waste recycling options at the six Airports.

ELEMENT 6 FACILITY REQUIREMENTS

The objective of this element is to determine existing and future facility requirements at the six

study airports. Element 6 will include consideration of runways, taxiways, instrumentation, lighting and marking, approach and protection zones, and those areas of development required for landside facilities. This Element will also provide a development plan which is divided into two phases. Phase I is the short-term (0-5 years) and Phase II is the intermediate-term (6-10 years) for each of the six airports.

Task 6.1 - Airside Requirements

Description: The existing and future critical aircraft(s) will be identified/validated (if necessary, by approach category, by wingspan, and/or by weight, for different airport components). A table listing deviations from current FAA design standards pertaining to the recommended Runway Design Code (RDC) will also be provided in the report, including proposed disposition of the deviations. Disposition would entail recommended development and/or recommended approval of modification to standards. Airside requirements will also include sizing and location of apron areas and taxilanes, helicopter operations and potential sites for future aeronautical activities.

Deliverable: Determination of recommended airside facilities to be depicted on the ALP Drawings.

Task 6.2 - Landside Requirements

Description: Landside facility requirements will be based on the evaluation of existing conditions to provide an appropriate airside/landside balance compatible with identified airfield requirements. Terminal/building area analysis will include the identification of general aviation terminal building requirements. At Arcata-Eureka California Redwood Coast-Humboldt County Airport and the functional areas of the passenger building will be evaluated to determine if they adequately accommodate the demand of existing airline service and future air carrier operations. Recommendations for hangars, ARFF, equipment and equipment storage buildings, airport entrance and service roads, utility expansion needs to future development areas, commercial development, and fueling facilities will be provided.

Deliverable: Determination of recommended landside facilities to be depicted the on the ALP Drawings for each individual airport.

ELEMENT 7 RECOMMENDED DEVELOPMENT PLAN

Recommended development concepts will be derived for meeting FAA safety and design standards and for meeting the facility requirements for both airside and landside facilities.

Task 7.1 Airside Recommended Development

Description: The airside facility requirements for each of the six study airports developed in the previous Tasks will be translated into a recommended airside development plan. The recommended development will address development of new facilities, expansion of existing facilities, or abandonment of excess or deteriorated facilities. The recommended development plan will take into account meeting future airside demands, financial feasibility, environmental impacts, and operational considerations.

An evaluation of the impacts associated with the recommended development will be addressed. This will include consideration of:

-
- Operational Performance: Including capacity, capability and efficiency
 - Best Planning Tenets and Other Factors: Including safety & security, conformance with design standards, flexibility, alignment with sponsor's strategic vision, and social and political feasibility
 - Environmental Factors: Utilizing the information gathered in Element 4 (Inventory of Existing Conditions), consider potential environmental impacts, including land acquisition, associated with each alternative
 - Fiscal Factors: Including financial feasibility of the development

Deliverable: Recommended development plan for meeting airside facility requirements for the ten-year planning period.

Task 7.2 Landside/Terminal Area Recommended Development

Description: The landside/terminal area facility requirements developed in the previous Tasks will be translated into a recommended landside development plan. The recommended development plan will address development of new facilities, expansion of existing facilities, or abandonment of excess or deteriorated facilities including commercial service, corporate and private general aviation hangars, airport support structures, air cargo and other related facilities. A hangar development needs plan will also be developed for each airport to properly identify the needs of each airport. The existing on-airport land uses will be evaluated to determine recommended configuration for the future which may include the relocation or demolition of existing facilities and development of non-aeronautical parcels. The recommended landside development plan will take into account meeting landside demands, financial feasibility, environmental impacts, and operational considerations.

An evaluation of the impacts associated with the recommended development will be addressed. This will include consideration of:

- Operational Performance: Including capacity, capability and efficiency
- Best Planning Tenets and Other Factors: Including safety & security, conformance with design standards, flexibility, alignment with sponsor's strategic vision and social and political feasibility
- Environmental Factors: Including potential significant environmental impacts and land acquisition, if any
- Fiscal Factors: Including financial feasibility of the development.

Deliverable: Recommended development plan for meeting landside facility requirements for the ten-year planning period.

Task 7.3 Conduct TAC Meeting No. 2

Description: A TAC meeting will be held to present and discuss the recommended development plan.

Deliverable: TAC Meeting. Input for recommended development plan.

Task 7.4 Public Information Meeting

Description: An individual public information meeting with each of the six communities will be held to present and discuss the development alternatives, provide information on the first phase of this study, and to receive public input for the recommended development plan. This meeting is anticipated to be an open house style meeting. Adaptations to the meeting format will be made to comply with any local public health requirements.

Deliverable: Public Information Meeting. Input for recommended development plan.

ELEMENT 8 IMPLEMENTATION AND FINANCIAL PLAN

Task 8.1 Prepare Cost Estimates

Description: Cost estimates of planned projects, based on current dollars, will be prepared for the first five-year period; a more generalized cost breakdown will be prepared for the ten-year period. These facility requirements potentially include such items as the runways, taxiways, aprons, hangars, access roads, perimeter roads, safety areas, lighting and signing, visual aids and NAVAIDs, fencing, support buildings, auto parking, airport maintenance, and fuel facilities. Facility costs will be prepared using unit prices extended by the size of the particular facility tempered with specific considerations. Cost estimates, are intended to be used for planning purposes only and are not to be construed as engineered construction cost estimates. The airport's budget will be reviewed for existing and future revenue sources.

Deliverable: Project cost estimates will provide sufficient detail to allow project time schedules to be established and programmed into the airport specific Capital Improvement Plan funding programs.

Task 8.2 Capital Improvement Program Coordination with FAA/State and Sponsor

Description: Prepare and coordinate the Capital Improvement Program (CIP) with the FAA for funding availability. A draft ACIP will be provided to the FAA to ensure proposed project timing and funding are realistic and can be accommodated in the state airport system plan.

Deliverable: A recommended CIP for the selected development plan concepts for the ten-year planning period.

Task 8.3 Phased Airport Development Plan Drawing

Description: The proposed capital development projects will be identified on a drawing and labeled as the Airport Development Plan, which will graphically display the planned projects by phase. The purpose of this drawing is for use with the CIP and not part of the ALP drawing set.

Deliverable: Airport Development Plan Drawing.

ELEMENT 9

AIRPORT LAYOUT PLANS (ALP)

This study element will produce a current Airport Layout Plan (ALP) Drawing set for each of the six airports that depicts the existing airport layout and the recommended airport development, in accordance with FAA standards, including AC 150/5070.6B, *Airport Master Plans*; FAA Airports Standard Operating Procedures (SOP), Standard Procedure for FAA Review and Approval of Airport Layout Plans (ARP SOP 2.00); FAA Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps (ARP SOP 3.00); and AC 150/5300-13B, *Airport Design*. Sources of information for these drawings will include previous ALP and master planning documentation for each of the airports. The ALPs will also utilize the new planimetrics and topographic data collected, surveyed, and developed as part of the AGIS component of this project for Part 77 analysis and development of the ALP. In accordance with required tasks for an Airport Layout Plan (ALP) contained in FAA Advisory Circular 150/5300-18B, Table 2-1, *Survey Requirements Matrix*, obstruction charts, USGS mapping, legal descriptions, existing property surveys, local and regional government mapping, FAA databases, and any other secondary sources readily available to the Sponsor/Consultant will also be utilized. Computer aided drafting (CAD) will be used to generate the new drawing set.

FAA approval of the ALP Drawing set is required for each of the six airports.

Deliverable: Airport Layout Plan drawing sets for FAA airspace review and approval. The drawing sets shall each include, at minimum:

- Cover Sheet
- Airport Layout Plan
- Data Sheet
- Terminal Area Plan
- Airport Airspace Drawing
- Inner Portion of the Approach Surface Drawing
- Runway Departure Surfaces Drawing
- On-Airport Land Use Drawing
- Off-Airport Land Use Drawing
- Exhibit A, Airport Property Map

Task 9.1 Cover Sheet

Description: An ALP drawing set Cover Sheet will be prepared which shall include the name and location of each airport and sponsor, location and vicinity maps, numbered list of drawing sheets contained within the set and the date of the set.

Deliverable: ALP drawing set Cover Sheet Drawing for each airport.

Task 9.2 Airport Layout Plan (ALP)

Description: In accordance with ARP SOP 2.00, the Airport Layout Plan for each of the six airports will be prepared to reflect existing and future physical features and development, wind data, location of airfield facilities (runway, taxiways, NAVAIDs) and terminal/building area development.

In addition, critical areas for all NAVAIDs will be shown, as well as a table describing modifications to standards and the disposition of each condition or modification. A separate ALP sheet will show future conditions through the twenty-year planning range. Anything beyond the twenty-year planning range may be shown on a separate ultimate ALP that is not subject to FAA approval. The FAA's approval of the ALP is limited to the twenty-year planning range, unless otherwise authorized by FAA.

Deliverable: The six individual ALP drawings for the airport will be developed to meet FAA requirements and guidelines. Separate existing development and future development sheets will be provided for each of the ALP drawings, and a separate data sheet containing required airport and runway data tables and wind roses will follow the ALP sheets. All comments and conditions resulting from FAA's airspace review will be addressed to FAA's satisfaction.

Task 9.3 Terminal/Building Area Layout Plan

Description: Airport specific terminal/building area plans will be developed which reflect recommended development of future aviation needs, as identified in this study. Existing and future building heights will be provided in a table. Access and parking facilities for the airport will also be included in this drawing.

Deliverable: Terminal/Building Area Layout Plan reflecting development of building areas at the airport, surface access, security fencing and other airport facilities for each airport.

Task 9.4 Airport Airspace Drawing

Description: This drawing will depict obstacle identification surfaces for the ultimate airport development configuration. It will also depict airspace obstructions for the portions of the surfaces excluded from the Inner Portions of the Approach Surface Drawing.

Per criteria outlined in ARP SOP 2.00, a topographic drawing will be prepared depicting a plan view of the ultimate airport 14 CFR Part 77 (Part 77) surfaces and a small-scale profile view of the Part 77 approach surfaces. Natural and manmade obstructions to the airspace surrounding the Airport will be identified. The data obtained in the aeronautical survey will be used as a basis for developing the drawing. Airspace case studies for proposed structures in the vicinity of the airport will be reviewed for potential new objects and/or obstructions within Part 77 Airspace. This task will result in a depiction of the Part 77 Airspace surfaces and known obstructions from best available data and is not intended to produce a new or updated obstruction survey or Obstruction Chart.

Deliverable: Airport Airspace Drawing for each airport.

Task 9.5 Inner Portion of the Approach Surfaces and Runway Protection Zone Drawings

Description: Drawings containing the plan and profile view of the inner portion of the approach surface to the runway and a tabular listing of all surface penetrations. The drawing will depict the obstacle identification approach surfaces contained in 14 CFR Part 77. A large-scale plan and profile drawing will be prepared of the existing and ultimate inner portion of the 14 CFR Part 77 approach surfaces for each runway end. The plan and profile views for each runway end will be shown on the same sheet. The data obtained in the aeronautical survey will be used as the basis for developing the drawing. The drawing will include aerial photography as the base drawing and will depict the Runway Protection Zones and location, elevation, penetration, and disposition of

obstructions exceeding Part 77 criteria. Included with these drawings will also be a runway centerline profile for the entire runway length.

Deliverable: Inner Portion of the Approach Surfaces and Runway Protection Zone Drawing for each airport.

Task 9.6 Runway Departure Surfaces Drawing

Description: A large-scale plan and profile drawing will be prepared of the existing and planned instrument runways. The data obtained in the aeronautical survey will be used as the basis for developing this drawing. The drawing will include aerial photography as the base drawing and will depict the runway end location, 40:1 Runway Departure Surfaces and location, elevation, penetration, and disposition of obstructions exceeding departure surface criteria.

Deliverable: Departure Surface Drawings for existing and proposed instrument runway ends for each airport.

Task 9.7 On-Airport Land Use Drawing

Description: A land use plan for the area within the existing and future airport property boundary will be prepared depicting recommended areas for aeronautical use, commercial service development, general aviation development, revenue generation, airport support services, and other uses appropriate to the airport.

Deliverable: On-Airport Land Use Drawing for each airport.

Task 9.8 Off-Airport Land Use Drawing

Description: The Armstrong team will prepare an off-airport land use drawing depicting existing land uses and zoning in the vicinity of the airport provided by the sponsor. The off-airport land use drawing will show land uses and public facilities, such as schools, parks, and hospitals. The local zoning and land use controls will be noted on this drawing.

Deliverable: Off-Airport Land Use Drawing for each airport.

Task 9.9 Exhibit "A" Airport Property Map

Description: The primary intent of the Exhibit "A" Property Map is to identify and/or delineate all designated airport property owned or to be acquired by the airport owner. In accordance with FAA Standard Operating Procedure (SOP) for FAA Review of Exhibit "A" Airport Property Inventory Maps (SOP 3.00), the drawing will inventory all of the parcels that currently make up the airport or are proposed for acquisition by the airport and a data table that provides for each parcel:

- Parcel numbers
- Grantor
- Type of interest acquired
- Acreage
- Type of conveyance instrument
- Liber/book and page of recording

-
- FAA grant number including year if acquired under a grant
 - Surplus Property Transfer, Government Land Transfer
 - Type of easement
 - Date and Type of release/land use change approval
 - Date of property disposal
 - Public land references
 - Any know encumbrances on the property
 - Purpose of acquisition

This drawing will be prepared in accordance with FAA requirements and guidelines, using existing documents, maps, and land use plans furnished to Armstrong Consultants, Inc. or readily accessible through the County Assessor or Recorder Office. Additional title searches or FAA grant file research are not anticipated for this project.

Deliverable: Exhibit “A” Airport Property Map for each airport that meets FAA requirements and guidelines.

ELEMENT 10 DOCUMENTATION

Task 10.1 Working Papers

Description: A preliminary draft of each System Plan chapter will be prepared as Working Papers throughout the study and will be distributed to the TAC, Caltrans, and the FAA for review, comment and discussion at subsequent TAC meetings. When appropriate, multiple chapters may be combined into a single Working Paper. Working Papers will be made available for public review prior to Public Information Meetings. Revisions to Working Papers will be made as appropriate and will be redistributed, if necessary, as updated Working Papers or compiled as a chapter in the Draft System Plan report for review and comment.

Task 10.0.1 Working Paper #1: Airports System Plan Overview, Inventory of Airports

Task 10.0.2 Working Paper #2: Facility Requirements

Task 10.0.3 Working Paper #3 Recommended Development

Task 10.0.4 Working Paper #4 CIP/Financial Plans

Deliverable: Preliminary draft of each System Plan chapter in Working Paper format.

Task 10.2 Draft Airports System Planning Report

Description: Report preparation will include writing, editing and typing the Airports System Plan Report, determining the composition of the report with figures, charts, graphs and illustrations, and the printing and distribution of the report. A reduced sized (11”x17”) draft Airport Layout Plan drawing set will be included in the Draft System Plan report. Full size drawing sets (22”x34”) will be provided to the sponsor along with PDF copies of the narrative report.

Deliverable: Draft Airports System Plan Report.

Task 10.3 Conduct TAC Meeting No. 3

Description: A TAC meeting will be held to present Draft Airports System Planning Report and to receive input on the draft documents.

Deliverable: TAC and public meeting to gain input on the Draft Airports System Planning Report.

Task 10.4 Preliminary Draft Airport Layout Plan Drawings

Description: A Preliminary Draft Airport Layout Plan drawing set and completed FAA ALP Checklist will be distributed to the Sponsor, FAA and State for initial review and comment. One (1) paper copy of the draft ALP drawing set and a completed ALP checklist from ARP SOP 2.00 will be provided each to the Sponsor, and the FAA.

Deliverable: Preliminary Draft Airport Layout Plan drawings

Task 10.5 Draft Airport Layout Plan Drawings

Description: Review comments received on the Preliminary Draft ALP will be incorporated into the Draft ALP Drawing set and distributed back to the Sponsor, FAA and State for further review and to the FAA for airspace coordination. Two (2) paper copies of the Draft ALP drawing set will be provided to FAA for airspace analysis, as well as an electronic version of the ALP drawing set saved on a CD in pdf format, with each drawing sheet saved as a separate file.

Deliverable: Draft Airport Layout Plan for FAA airspace review.

Task 10.6 Final Airports System Planning Report

Description: Review comments and public input from the Draft System Plan report will be incorporated into the Final Airports System Planning report and submitted for approval and adoption by the Sponsor. The Airports System Planning Report will be provided in electronic format (PDF or MS Word format), utilizing compact discs (CDs) that will contain the full report, including graphics and Airport Layout Plan drawings. In addition to the electronic copies of the Final Report two paper copies of the Final Airports System Planning Report and evidence that the Airport Sponsor has adopted the plan (e.g., meeting minutes, sponsor resolution) will be provided to the FAA and one paper copy to the State.

The final System Plan Report will be presented to the County and airport for approval/adoption. Appropriate copies of minutes or other documentation describing the sponsor's action on the System Plan will be provided to the FAA.

Deliverable: Final Airports System Planning Report.

Task 10.7 Final Airport Layout Plan Drawings

Description: Review comments will be incorporated into the Final ALP Drawing set and will be submitted to the Sponsor, along with the Final System Plan report for Sponsor signature and submittal to the FAA and State for approval. All comments and conditions resulting from FAA's

airspace review will be addressed to FAA's satisfaction. Approved copies will be distributed by the FAA, to the State, Sponsor and Consultant. Five (5) paper copies of the final Airport Layout Plan Drawing Set will be provided to the FAA for approval and signature. In addition, an electronic version of the FAA approved ALP drawing set will be provided to FAA on a CD as a single PDF file.

Deliverable: Final Airport Layout Plan.

Summary of Deliverables

The deliverables, which will be prepared at various stages throughout this study are outlined below. Deliverables will be provided in MS Word format (.doc), Adobe Acrobat format (.pdf) or AutoCAD format (.dwg).

DELIVERABLE	SPONSOR	FAA	STATE
Working Paper 1 (Introduction, Inventory & Forecasts)	10	1	1
Working Paper 2 (Facility Requirements)	10	1	1
Working Paper 3 (Recommended Development Plan)	10	1	1
Working Paper 4 (CIP/Financial Plans)	10	1	1
Draft Airports System Planning Report	10	1	1
Pre-Draft ALP Sets with Completed ALP Checklist	10	1	1
Draft ALP Drawing Sets (prints)	10	2	1
Draft ALP Drawing Sets (electronic)	1	1	1
Final ALP Drawing Sets (prints) for FAA approval and signature	0	5	0
Approved ALP Drawing Sets (prints)	2	1	1
Final ALP Drawing Sets (electronic)	1	1	1
Final Airports System Planning Plan Report (electronic and prints)	10	2	1

*Working Papers 1-4 may be combined as appropriate.

Summary of Meetings/Site Visits

The table below summarizes the various meetings associated with this project, including which members of the project team will be participating.

Meeting/Site Visit	In-Person/ Virtual	Project Team Participants			
		Principal in Charge	Project Manager	Airport Planner	Territory Manager
Existing Conditions Inventory (EKA, FOT, O16, D63, O19 5-day visit)	In-Person	X	X	X	X
Existing Conditions Inventory, including terminal building assessment (ACV 2-day visit)	In-Person	X	X	X	X
TAC Meeting 1	In-Person	X	X	X	X
TAC Meeting 2	In-Person	X	X	X	X
TAC Meeting 3	In-Person	X	X	X	X
Public Involvement Meeting – ACV	In-Person	X	X	X	X
Public Involvement Meeting – EKA	In-Person	X	X	X	X
Public Involvement Meeting – FOT	In-Person	X	X	X	X
Public Involvement Meeting – O16	In Person	X	X	X	X
Public Involvement Meeting – D63	In Person	X	X	X	X
Public Involvement Meeting – O19	In-Person	X	X	X	X

EXHIBIT B
AIP-REQUIRED FEDERAL CLAUSES APPLICABLE TO
PROFESSIONAL SERVICE AGREEMENTS

I. PROVISIONS APPLICABLE TO ALL PROFESSIONAL SERVICES
CONTRACTS

A. ACCESS TO RECORDS AND REPORTS

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives' access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

B. BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America Certification (below) with all bids or offers on Airport Improvement Program ("AIP")-funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

See Attachments A and B: Buy American Certifications

c. GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

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

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

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such

contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- b. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

- f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- i. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. DISADVANTAGED BUSINESS ENTERPRISES

In the event that the Sponsor has established a Disadvantaged Business Enterprises (DBE) participation goal for the Project which is the subject of this contract, contractor shall comply with all applicable DBE requirements of 49 CFR Part 26. The DBE participation may be composed of any combination of firms certified as DBEs in accordance with 49 CFR Part 26. The contractor shall comply with Sponsor’s DBE Program and subcontract with those firms as previously submitted to Sponsor (on form provided by Sponsor) on the contractor’s list of disadvantaged businesses to meet the DBE participation goal for this Project. If the contractor intends to subcontract a portion of the services to be performed hereunder, the contractor shall affirmatively seek out

DBEs that are potential subcontractors, suppliers, or consultants, and actively solicit their interest, capability and prices. Any questions concerning DBE issues shall be addressed to DBE Program staff at Telephone No. (559) 498-4071 or Fax No. (559) 621-1182.

Contract Assurance (§ 26.13) – The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

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

F. ENERGY CONSERVATION REQUIREMENTS

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

G. FEDERAL FAIR LABOR STANDARDS ACT (MINIMUM WAGE)

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

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

H. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

I. RIGHTS TO INVENTIONS (This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that include performance of

experimental, developmental, or research work. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work.*)

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

J. TRADE RESTRICTION CERTIFICATION

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

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

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Sponsor or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

K. VETERAN'S PREFERENCE

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

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

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

compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

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

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

Certifications:

- a) The applicant (contractor) represents that it **is** (✓) **is not** (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant (contractor) represents that it **is** (✓) **is not** (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Term Definitions:

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

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

**II. PROVISIONS APPLICABLE TO CONTRACTS
\$2,000 AND GREATER**

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

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

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

1. Minimum Wages

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

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

(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

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

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

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

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

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

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

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the

contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

2. Withholding.

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

3. Payrolls and basic records.

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

records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been

made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

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

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

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

longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

**III. PROVISION APPLICABLE TO CONTRACTS
\$3,500 AND GREATER**

A. BAN ON TEXTING AND DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

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

IV. PROVISIONS APPLICABLE TO CONSTRUCTION CONTRACTS

\$10,000 AND GREATER

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

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

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

Timetables

Goals for minority participation for each trade: ____%

Goals for female participation in each trade: 6.9%

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

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

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any

construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

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

B. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O) (applicable to construction contracts, as defined in the Affirmative Action provision, over \$10,000, and may be applicable to Professional Services agreements. "Construction work" means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.)

1. EQUAL OPPORTUNITY CLAUSE

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

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

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

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

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

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

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

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

2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:

- (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers.

The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the

contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment

opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

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

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

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public

Works Employment Act of 1977 and the Community Development Block Grant Program).

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

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

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

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

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

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

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

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

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

E. TERMINATION OF CONTRACT

1. TERMINATION FOR CONVENIENCE

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

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

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

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

2. TERMINATION FOR DEFAULT

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

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

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

Upon receipt of the notice of termination, the Contractor must immediately discontinue all services affected unless the notice directs otherwise. Upon

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

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

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

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

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

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

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

**V. PROVISION APPLICABLE TO CONTRACTS
\$25,000 AND GREATER**

A. CERTIFICATIONS REGARDING DEBARMENT AND SUSPENSION

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

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

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

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment of the non-compliant participant.

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

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

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

B. CERTIFICATION REGARDING LOBBYING, LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

A. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

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

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

B. CLEAN AIR AND WATER POLLUTION CONTROL

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

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

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**Attachment A: CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR
TOTAL FACILITY**

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

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

- Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 4. To furnish US domestic product for any waiver request that the FAA rejects.
 5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

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

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

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

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

Date

Signature

Company Name

Title

**Attachment B: CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR
MANUFACTURED PRODUCTS**

(Non-building construction projects, equipment acquisition projects)

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

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - 2. To faithfully comply with providing US domestic product
 - 3. To furnish US domestic product for any waiver request that the FAA rejects
 - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

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

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

Required Documentation

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

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

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

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

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

Date

Signature

Company Name

Title

