



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-17

For the meeting of: December 15, 2015

Date: November 24, 2015

To: Board of Supervisors

From:  Thomas K. Mattson, Director of Public Works


Subject: Professional Consultant Services for Garberville Airport (O16) Runway and Taxiway Rehabilitation and Run-Up Apron Design, Airport Improvement Program (AIP) Grant 03-06-0092-009, Project No. 919272 and General Aviation Entitlement Transfer

RECOMMENDATION(S): That the Board of Supervisors:

1. Authorizes the Chairwoman to sign four (4) copies of the Agreement for Consultant Services for Garberville Airport (O16) Runway and Taxiway Rehabilitation and Run-Up Apron Design with Mead and Hunt, for an amount not to exceed \$156,000 (One Hundred Fifty-Six Thousand Dollars).
2. Directs the Clerk of the Board to return three (3) of each fully executed copies to Public Works.
3. Authorizes the Director of Public Works to sign the Federal Aviation Administration (FAA) Agreement for Transfer of Entitlement from the Dinsmore Airport (D63), Kneeland Airport (O19), and Rohnerville Airport (FOT) to the Garberville Airport (O16).

SOURCE OF FUNDING:


Aviation Capital Projects - Airport Improvement Program 03-06-0092-009 (AIP-09) and Aviation Division.

Prepared by Tyler Holmes 

CAO Approval 

REVIEW:

Auditor 

County Counsel 

Personnel

Risk Manager 

Other

TYPE OF ITEM:

- ☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. B-1

Meeting of: July 29, 2015

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Lovelace Seconded by Supervisor Bass

Ayes Sundberg, Lovelace, Fennell, Bohn, Bass
Nays
Abstain
Absent

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

Dated: Dec. 15, 2015

By:


Kathy Hayes, Clerk of the Board

DISCUSSION:

On July 29, 2015, the Board of Supervisors authorized execution of the Federal Aviation Administration (FAA) Garberville Airport (O16) Runway and Taxiway Rehabilitation and Run-Up Apron Design. The purpose of the proposed project is to rehabilitate deteriorating and age distressed pavement on the Airport's runway, taxiway, and taxiway connectors. The apron pavement was visually inspected in 2012 and classified as very poor. The work consists of the design for the rehabilitation and strengthening of Runway 18-36, the parallel taxiway, and taxiway connectors, and the design for the construction of two aircraft run-up aprons connecting to the parallel taxiway, as illustrated on the current Airport Layout Plan (ALP).

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

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

Project Description	AIP No.	County No.	FAA Share	County Match	Total
Design Runway 18/36 & Taxiway	03-06-0092-09	919272	\$161,753	\$17,973 (10%)	\$179,726

Entitlement Transfer

Each of the general aviation airports receives \$150,000 in AIP entitlements annually. The entitlements can be accumulated for a maximum of four years with a maximum value of \$600,000. Subsequent to reaching the maximum four year period, the entitlements either expire or the entitlements can be transferred to other airports for projects.

Kneeland Airport and Dinsmore Airport recently became "unclassified" airports. They are no longer considered general aviation airports by FAA and they will no longer receive AIP entitlements. These two airports will eventually lose any remaining entitlements that were in place prior to becoming "unclassified" and the entitlements will expire once the four year cycles end.

The entitlements currently available for the Garberville Airport are not sufficient to fund the construction of the Runway and Taxiway Rehabilitation and Run-Up Apron Project, which is scheduled for next year. The goal is to transfer unused AIP entitlements from Dinsmore Airport, Kneeland Airport, and Rohnerville Airport to the Garberville Airport to help fund this important project.

The entitlement transfers from Dinsmore Airport, Kneeland Airport, and Rohnerville Airport will not negatively affect the associated airports. Signing the Agreement for Transfer of Entitlement will allow a total entitlement transfer of \$933,333.

FINANCIAL IMPACT:

The FAA AIP grants will provide funding and the remaining county matching amounts will be provided by Passenger Facility Charge (PFC) funds.

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

OTHER AGENCY INVOLVEMENT:

Federal Aviation Administration (FAA)

ALTERNATIVES TO STAFF RECOMMENDATIONS:

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

ATTACHMENT:

1. Four (4) copies of the Agreement for Consultant Services for the Runway and Taxiway Rehabilitation and Run-Up Apron Design between Humboldt County and Mead and Hunt, Inc. at the Garberville Airport.
2. One (1) copy of FAA Agreement, Humboldt County Entitlement Transfer Agreement.

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

PROJECT NAME: RUNWAY AND TAXIWAY REHABILITATION & RUN-UP APRON DESIGN,
GARBERVILLE AIRPORT

FAA PROJECT NUMBER: AIP 03-06-0092-009

COUNTY PROJECT NUMBER: 919272

This Agreement, entered into this 15th day of December, 2015, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Mead & Hunt, Inc., a Wisconsin corporation, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

WHEREAS, COUNTY has obtained grant funds through the Federal Aviation Administration ("FAA") to provide a Runway 18/36 and Parallel Taxiway Rehabilitation and Run-up Apron Design for the Garberville Airport (O16), which shall be hereinafter referred to as the "Project;" and

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

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

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

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

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

1. OBLIGATIONS OF CONSULTANT:

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

2. OBLIGATIONS OF COUNTY:

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

3. TERM:

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

4. TERMINATION OF AGREEMENT:

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

thereby.

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

5. COMPENSATION:

The maximum amount payable by COUNTY for services rendered, and expenses incurred, by CONSULTANT pursuant to the terms and conditions of this Agreement is One Hundred Fifty Six Thousand Dollars (\$156,000). The specific rates and costs applicable to this Agreement shall be as set forth in Exhibit C – Project Budget.

6. PAYMENT:

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

7. NOTICES:

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

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

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

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONSULTANT agrees to timely prepare accurate and complete financial, performance and payroll records relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONSULTANT hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state or federal agencies, including, but not limited to, the FAA, and the Comptroller General of the United States. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state or federal agencies. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the requirements of the Project shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

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

10. CONFIDENTIAL INFORMATION:

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

contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

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

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

12. COMPLIANCE WITH GENERAL CIVIL RIGHTS REQUIREMENTS:

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

13. COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS:

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

- A. Compliance with Regulations. CONSULTANT shall comply with the List of Pertinent Non-Discrimination Statutes and Authorities set forth in Title VI of the Civil Rights Act of 1964,

including, but not limited to, the regulations in 49 C.F.R. Part 21 - Non-Discrimination in Federally Assisted Programs of the Department of Transportation ("DOT"), all as may be amended from time to time, which are incorporated herein by reference and made a part of this Agreement.

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

to protect the interests of COUNTY. In addition, CONSULTANT may request that the United States enter into such litigation to protect the interests of the United States.

14. DISADVANTAGED BUSINESS ENTERPRISES PARTICIPATION:

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

15. RESTRICTIONS ON LOBBYING AND INFLUENCING FEDERAL EMPLOYEES:

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

16. TRADE RESTRICTIONS:

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

17. DEBARMENT AND SUSPENSION:

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

1. Checking the System for Award Management at the following website:
<http://www.sam.gov>.
2. Collecting a certification statement similar to the certification of compliance provided CONSULTANT herein.
3. Inserting a clause or condition in the "covered transaction" agreement with the lower tier participant.

C. Effect of Non-Compliance by Lower Tier Participant. In the event FAA later determines that a lower tier participant failed to tell CONSULTANT that it was excluded or disqualified at the time it entered the "covered transaction," FAA may pursue any available remedies, including, without limitation, suspension and debarment.

18. CONFLICT OF INTEREST:

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

19. CLEAN AIR AND WATER POLLUTION CONTROL:

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

1. That any facility to be used in the performance of this Agreement, or subcontract hereunder, or to benefit from the performance of this Agreement is not listed on the Environmental Protection Agency ("EPA") List of Violating Facilities.
2. To comply with all the requirements of Section 114 of the Clean Air Act ("CWA"), as amended, 42 U.S.C. 1857, et seq. and Section 308 of the federal Water Pollution Control Act ("WPCA"), as amended, 33 U.S.C. 1251, et seq. relating to the inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 of the CWA and Section 308 of the WPCA, respectively, and all other regulations and guidelines issued thereunder.
3. As a condition for the award of this Agreement, CONSULTANT and its subcontractors hereunder will notify COUNTY of the receipt of any communication from EPA indicating that a facility to be used for the performance of, or benefit from, this Agreement is under consideration to be listed on the EPA List of Violating Facilities.
4. To include, or cause to be included, in any construction contract or subcontract which exceeds One Hundred Thousand Dollars (\$100,000) the aforementioned criteria and requirements.

B. Incorporation of Provisions. CONSULTANT further agrees that it will incorporate this provision, without modification, in each contract and in all lower tier subcontracts related to the Project.

20. WORKHOURS AND SAFETY STANDARDS:

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

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

21. DRUG-FREE WORKPLACE:

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

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

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

22. INDEMNIFICATION:

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

23. INSURANCE REQUIREMENTS:

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

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

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

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

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

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

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

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

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

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

24. RELATIONSHIP OF PARTIES:

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

25. FEDERAL OBLIGATION:

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

26. COMPLIANCE WITH APPLICABLE LAWS:

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

27. PROVISIONS REQUIRED BY LAW:

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

28. NO LIMITATION ON AVAILABLE REMEDIES:

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

29. SEVERABILITY:

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

30. ASSIGNMENT:

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

31. AGREEMENT SHALL BIND SUCCESSORS:

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

32. NO WAIVER OF DEFAULT:

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

33. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

34. AMENDMENT:

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

35. STANDARD OF PRACTICE:

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

36. TITLE TO INFORMATION AND DOCUMENTS:

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

37. RIGHTS TO INVENTIONS:

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

38. ADVERTISING AND MEDIA RELEASE:

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

39. SUBCONTRACTS:

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

40. JURISDICTION AND VENUE:

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

41. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "party prevailing" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

42. SURVIVAL:

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

43. CONFLICTING TERMS OR CONDITIONS:

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

44. INTERPRETATION:

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

45. INDEPENDENT CONSTRUCTION:

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

46. FORCE MAJEURE:

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

47. ENTIRE AGREEMENT:

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

48. AUTHORITY TO EXECUTE:

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

[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

MEAD & HUNT, INC.:

By: Jeffrey Leonard
Jeffrey Leonard
Vice President

Date: 11-19-15

By: Jon Faucher
Jon Faucher
Vice President/Secretary of the Board

Date: 11-19-15

COUNTY OF HUMBOLDT:

By: Estelle Fennell
Estelle Fennell
Chair, Board of Supervisors

Date: 12/15/2015

(SEAL)

ATTEST:
Clerk of the Board

By: Jon Hartsfield

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Kelly Gaudin
Risk Manager

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

EXHIBIT A SCOPE OF SERVICES

OVERVIEW

The consulting services required of MEAD & HUNT, Inc. (Consultant) are all those necessary to prepare civil engineering reports and designs, plans, and specifications for the Runway and Taxiway Rehabilitation and Run-up Apron project at Garberville Airport (O16) on behalf of the County of Humboldt (County). These services are anticipated to begin in November of 2015 and be completed in July 2016, and subsequently bid using the competitive bidding process.

PROJECT DESCRIPTION

The purpose of the proposed project is to rehabilitate deteriorating and age distressed pavement on the Airport's runway, taxiway, and taxiway connectors. The apron pavement was visually inspected in 2012 and classified as very poor. The work consists of the design for the rehabilitation and strengthening of Runway 18-36, the parallel taxiway, and taxiway connectors, and the design for the construction of two aircraft run-up aprons connecting to the parallel taxiway, as illustrated on the current Airport Layout Plan (ALP). The design will include reconfiguration of the taxiway pavement intersections with the taxiway connectors and runway to conform to the required pavement layouts per AC 150/5300-13A, Airport Design. The general method of rehabilitation is anticipated to consist of pulverizing and blending the existing asphalt concrete surface and underlying aggregate base, reshaping the recycled material, and construction of a new asphalt concrete wearing course. Importing of additional aggregate base material to supplement the recycled material may be required depending on the existing structural section and quality of existing underlying materials. The design will also include grading operations adjacent to the new pavement, pavement shoulder construction, and the application of new pavement markings. The final rehabilitation technique may vary upon completion of the analysis of the geotechnical investigation. The documents shall be prepared to include all elements of work under a single bid package, with a base bid and no bid alternates. The construction cost estimate is approximately \$1,750,000. The general work plan is as follows:

- 1) Visual condition survey of the subject pavement
- 2) Topographic survey to establish basis for design
- 3) Geotechnical investigation
- 4) County and FAA coordination
- 5) Preliminary and final design
- 6) Cost estimating
- 7) Construction phasing / Airport closure
- 8) Bidding

CONSULTANT EXPERTISE REQUIRED

The Consultants will be Civil Engineers experienced in the evaluation and design of airport pavements in accordance with FAA standards. The Consultants shall be registered in the State of California to practice their professions.

DESIGN SERVICE PHASES

PHASE I SCOPE OF DEVELOPMENT AND CONTRACT

This phase involves those activities required for defining the scope of services, negotiating contract and

Sub-contracts, and general coordination and administration of the services described herein, including (but not limited to) the following activities:

1.0 PROJECT SCOPING

1.1 Preliminary Meetings with the County – Not in Contract (NIC)

Preliminary meeting(s) are not anticipated.

1.2 Prepare Scope of Work and Proposal

This includes preparing the scope of work and fee proposal and negotiating the contract scope and fee with the County. This also includes coordination with sub-consultants for scopes and fees.

2.0 PREPARE CONTRACT AND SUBCONTRACTS

Prepare the Consultant-County contract, and sub-consultant contracts.

3.0 PROJECT COORDINATION (coordination with Design Team, County, FAA etc.)

Consultant will coordinate with the sub-consultants, County, FAA, and other applicable agencies to complete the work elements in Phase I.

4.0 GENERAL CONTRACT ADMINISTRATION

Provide general administration during the Design Services Phase and bidding process. One Project Manager will be assigned to this Project to ensure continuity through all phases of work. The Project Manager will be responsible for all work performed by the Project Team. The Project Manager shall:

- a. Define tasks, schedules, and costs.
- b. Monitor work progress and resolve problems.
- c. Maintain up-to-date schedules.
- d. Coordinate with the County to receive their input; address their concerns; keep them informed regarding Project status; obtain their concurrence on Project scope, cost, and schedule; and obtain their input and approval of concepts and Final Design.
- e. Focus the efforts of the Consultant and sub-consultants to expedite the design of a high-quality, cost-effective Project that meets the needs of the County.
- f. Maintain quality control on all work of the Consultant and sub-consultants. Implement and monitor a program of Quality Control (QC) and Quality Assurance (QA).
- g. Prepare invoices to submit to the County in accordance with the County's standard invoice requirements.

5.0 GRANT APPLICATION AND ADMINISTRATION

This element of work includes the preparation of the Grant Application before design has been completed and revisions to the Application after bids are accepted. Preparation of the Application will include the following:

- a. Prepare Federal Forms 424 and 5100-1.
- b. Prepare project funding summary.
- c. Prepare program narrative.
- d. Assemble costs associated with the application.

- e. Prepare the Sponsor's Certifications for County signature.
- f. Attach the current Grant Assurances.
- g. Include Exhibit A, Property Map
- h. Prepare a Project Sketch to be submitted with application
- i. Include any other required documentation for grant submittal.

The Consultant will submit the Application to the County for approval and signatures. After obtaining the necessary signatures, the County will forward the signed Application to the FAA for further processing.

PHASE I DELIVERABLES

- 1) Draft Scope of Services – Electronic copy
- 2) Final Scope of Services – Electronic copy
- 3) Executed Contract – Three (3) originals
- 4) Grant Application – Electronic copy

PHASE II PRELIMINARY DESIGN (30%)

6.0 TOPOGRAPHICAL SURVEYING

6.1 Coordination to Collect Existing Data and Locate Existing Facilities and Utilities

Consultant will coordinate the collection of existing data and locate known utilities. This task includes collection and review of as-built plans and available existing survey information in order to gather information on existing topography, facilities, and utilities. This also includes coordination for field utility locates with County. The Consultant will coordinate with field survey crews to establish survey limits, coordinate access, establish survey schedule, and provide available survey control information.

6.2 Survey Control (Consultant and Sub-consultant)

Survey control will be established and used for design surveys. The Consultant will provide a drawing showing the location of the existing or established control for the project. The Consultant will coordinate necessary bench loop and traverse procedures to verify accuracy of vertical and horizontal control points. If applicable, the Consultant will establish runway end coordinates and runway centerline alignments, and tie these into the project survey control. The survey control work will be coordinated with Points West Surveying Company as a sub-consultant to the Consultant.

6.3 Field Work (Sub-consultant)

The survey field work will be coordinated with Points West Surveying Company as a Sub-consultant to the Consultant. Survey to include sections in 100-foot intervals that will encompass pavement edges, quarter points at a point halfway between edge and centerline, centerline, and a ground shot twelve feet outside of pavement edge on each side. Runway, taxiway, and taxiway connector pavements and the proposed locations for the aircraft run-up aprons (as depicted on the current ALP) will be included in the survey. Runway end monuments shall be surveyed, or if not in place, control points will be established. Elevations on a 25-foot grid will also be determined in areas of pavement transitions.

6.4 Convert Survey Data for Design Software

This work includes analyzing the topographical surveying data and preparing the data for use with computer modeling. Included are the following tasks:

- a. Establish design coordinates and alignments to be used for CAD drawings.
- b. Input raw survey data into the computer program in order to sort data into company standard layers for efficient analyzing.
- c. Verify survey data from previous project with latest field survey.
- d. Sort all data points by layers and description for computer modeling.
- e. Verify surveyor horizontal and vertical control.
- f. Prepare digital terrain model (DTM) of existing ground contours, pavement edges, roadways, electrical equipment, drainage features, buildings, fences, and other miscellaneous entities.
- g. Generate three-dimensional contour model from the DTM.
- h. Prepare and process data for pavement profiles, grading and/or paving cross sections, and drainage features.
- i. Provide hard copies of topographic survey stamped and sealed by Professional Licensed Surveyor.

7.0 GEOTECHNICAL INVESTIGATION

7.1 Coordination for Geotechnical Work

This task includes data collection, review of as-built plans, and compiling available existing geotechnical information in order to gather information on existing soil conditions and past geotechnical or pavement test results. Consultant will coordinate with the geotechnical sub-consultant to schedule work and establish any work constraint parameters.

7.2 Establish Project Testing Requirements

The Consultant will determine the type and frequency of geotechnical testing required for the project. The testing shall consider such items as pavement type, design methodology, type of wheel loading, and weight of design aircraft (aircraft weight less than 30,000 lbs.). The Consultant will use this information to perform the following tasks:

- a. Determine soil boring locations and frequency of testing.
- b. Develop a project sketch showing location and coordinates of borings.
- c. Determine soil sampling locations and types of soils testing required.

7.3 Field Work and Laboratory Testing (Sub-consultant)

The geotechnical field work and laboratory testing will be coordinated and performed by LACO Associates as a sub-consultant to the Consultant. The geotechnical field work and laboratory testing shall include the following:

Soil Investigation

Using the Unified Soil Classification (USC) system, ASTM D 2487, and procedures listed in ASTM D 420, *Standard Guide to Site Characterization for Engineering Design and*

Construction Purposes, provide a profile identifying subsurface soil conditions and field properties including the existing thicknesses of the asphalt pavement section layers. In the field use ASTM D 2488, *Standard Practice for Description and Identification of Soils* found within 5 feet of the surface elevation. Develop a graphic log that summarizes the results of the soil explorations including, at a minimum: location, date performed, type of exploration, surface elevation, depth of materials, sample identification numbers, classification, water table, and standard penetration tests.

Soil Tests and Analysis

A total of fifteen (15) soil borings (5 feet in depth) shall be spaced randomly across the pavement. Two (2) test pits (5 feet in depth) shall be investigated in the vicinity of the proposed run-up aprons. The test pits may be substituted with one (1) soil boring each.

- a. In situ moisture content and unit dry weight for split-ring samples from the borings and/or test pit (ASTM D2937). One (1) test per boring and/or test pit.
- b. ASTM D 422, *Standard Test Method for Particle-Size Analysis of Soils*. Provide up to five (5) tests.
- c. ASTM D 4318, *Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils*. Provide up to five (5) tests.
- d. Moisture-Density Relations of Soils. The pavements will be designed to accommodate the existing design aircraft (maximum takeoff weight less than 30,000 pounds). Use ASTM Method D 698, *Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort*. Provide up to five (5) tests.
- e. ASTM D 1883 *Standard Test Method for California Bearing Ratio (CBR) of Laboratory- Compacted Soils*. Provide up to five (5) CBR tests based on material variations encountered.
- f. Provide unified soil classification per ASTM D 2487.
- g. Provide recommendations for preparation of subgrade and for subgrade stabilization techniques by mechanical means (with or without stabilization fabrics).
- h. Provide an analysis and recommendation for use of existing aggregate base and asphalt concrete blend for use and recycled base for pavement section.

7.4 Analyze Data

After receiving the testing report from the geotechnical firm, the Consultant will analyze the data and any existing previous geotechnical data, consisting of the following tasks:

- a. Review geotechnical recommendations.
- b. Determine appropriate data for pavement design.
- c. Input data for computer modeling with topographical survey data.
- d. Prepare pavement data and soil information for incorporation onto plan sheets.
- e. Evaluate existing pavement sections for potential recycling and reuse.
- f. Evaluate shrink, swell, and consolidation potential.

8.0 PREPARE PLAN SHEETS FOR PRELIMINARY SUBMITTAL

8.1 Consultant will complete a project layout sheet that will depict the proposed improvements.

9.0 PREPARE FAA PAVEMENT DESIGN REPORT AND FAA FORM 5100.

This task will consist of using information obtained in the geotechnical investigation to calculate the required pavement sections required to support the design vehicle or aircraft using FAA Advisory Circular 150/5320-6E, *Airport Pavement Design and Evaluation*.

The following effort will be completed under this task:

- a. With County input, determine critical design aircraft or vehicle based on current and forecasted aircraft fleet mix and vehicular use.
- b. Verify the pavement section based on accepted FAA pavement design programs. The applicable design program to be used is FAARFIELD. Develop pavement design alternatives and make recommendations as to the most economical pavement section and/or rehabilitation alternative. A total of two (2) pavement design alternatives will be evaluated.
- c. Evaluate effects of pavement profile on adjacent operational areas and future runway/taxiway pavement rehabilitation.
- d. Calculate sub-excavation, undercutting, and other techniques for subgrade stabilization, if necessary.
- e. Prepare pavement design narrative to describe the design procedure, historic design, and justification for the FAA and County.
- f. Prepare FAA Pavement Design Form 5100 for each separate pavement section for inclusion in the Preliminary Design Report and the final Engineer's Design Report.

10.0 PREPARE PRELIMINARY SURFACE DRAINAGE ANALYSIS

Preliminary surface drainage design will be completed in accordance with standard engineering practices, local requirements, and in accordance with the FAA Advisory Circular 150/5320-5C, *Surface Drainage Design*. Drainage permits for the proposed improvements are not anticipated for this project.

11.0 PREPARE PRELIMINARY COST ESTIMATE

11.1 Calculate Estimated Preliminary Quantities

The Consultant will calculate necessary quantities for the various work items. Quantities will be consistent with the specifications and acceptable quantity calculation practices.

11.2 Prepare Preliminary Cost Estimate

The Consultant will provide a preliminary cost estimate based on record cost data and similar work. Cost estimate shall be included in the Preliminary Design Report.

12.0 PREPARE PRELIMINARY DESIGN REPORT (PDR)

To document the results of a preliminary design, a PDR will be prepared. The report will include the summary of the project scope, geometrics, pavement design, drainage design, pavement marking, construction phasing plans, and a project schedule. The report will also contain details on alternative design concepts that were investigated as part of the preliminary design effort and recommendations of which alternatives to pursue. An analysis of the impacts of construction on airport operations will be included, as well as an Engineer's cost estimate. This report will also

discuss funding, budget, and strategies for bidding the project. The information will be presented in letter-report format for review by the County.

13.0 PREPARE FAA FORM 7460

Consultant will complete a notice of proposed construction or alteration as per FAA guidelines and will send the form to the County to be submitted to the FAA. A total of (2) 7460s are anticipated for the project: one (1) for the critical construction equipment height; and one (1) for the Construction Safety and Phasing Plan.

14.0 REVIEW ENVIRONMENTAL DOCUMENTATION.

Consultant will review environmental documentation provided by the County and meet with the County to discuss environmental documents and the impact of this data on the proposed improvement.

15.0 PHASE II PROJECT MEETINGS

The Consultant will arrange and lead meetings during Phase II, as described in the subtasks below. The Consultant will produce drawings and handouts, as needed, to conduct each meeting and will prepare minutes to document the discussions.

15.1 Present Preliminary Design Alternatives and Recommendations to Airport

The Consultant will prepare for and conduct a meeting at the Airport to present the findings of the preliminary engineering phase and any alternatives and recommendations for the project.

15.2 Coordination Meeting - NIC

An additional coordination meeting is not anticipated.

PHASE II DELIVERABLES

Prior to the completion of Phase II, the Consultant will deliver the following information (unless otherwise specified) to the County:

- 1) Preliminary Design Report (including plans in support of preliminary design, and geotechnical report) –Three (3) copies
- 2) FAA Form 7460s (may be submitted after design is near finalized) – Three (3) copies each

PHASE III FINAL DESIGN (60%, 95% and Final)

16.0 PREPARE PLANS

Plan sheets will be prepared depicting the proposed improvements as indicated under Project Description. The following is a general list of drawings that will be used as a guideline. Actual number and title of drawings may be modified during the design phase, as required.

General:

G-001	Cover Sheet, Sheet Index and Symbols
G-002	Legend, Abbreviations, and General Notes
G-021	Project Layout Plan
G-041	Survey Control and Geometrics Plan
G-081	Construction Safety and Phasing Plan
G-082	Construction Safety and Phasing Notes

Geotechnical:

B-051 Plan and Log of Soil Borings

Civil:

General

C-021 Erosion Control Plans (2 sheets)

C-031 Erosion Control Details

C-051 Demolition Plans (2 sheets)

C-061 Demolition Details

Site

C-101 Grading and Drainage Plans (4 sheets)

C-201 Plan and Profiles (8 sheets)

C-301 Typical Sections and Details

Marking

C-651 Marking Plans (4 sheets)

C-671 Marking Details

17.0 PREPARE SPECIFICATIONS

The Consultant will assemble the specifications and bid documents for County to use in obtaining competitive bids for the work. All documents shall meet current FAA Standards for Airport Improvement Program (AIP) funded projects.

17.1 Prepare Bidding and Contract Documents

The Consultant will prepare bidding and contract documents including, but not limited to, Invitation for Bids (Notice to Bidders), Instruction to Bidders, Proposal (Bid Form), List of Subcontractors, FAA Required Certifications, Equal Employment Opportunity Clauses, DBE Requirements, Suspension and Debarments Requirements, Sample Construction Contract/Agreement, Bid Bond, Performance Bond, and Payment Bond. All documents shall be based on the current County standards, modified to include all FAA required provisions and bid forms.

17.2 Prepare Federal Required Provisions

Include in bid documents current required federal provision which include information on: Requirements for Bids for AIP Contracts, Federal Contract Clauses and Requirements for Construction Contracts, Federal EEO Requirements, Requirements under the DBE Program, and required wage rates under the Davis Bacon act.

17.3 Prepare FAA General Provisions

The Consultant will include current FAA General Provisions in conformance with the FAA AC 150-5370-10G, and modify if necessary for project-specific information. This scope assumes the County and FAA General Provisions will be included in the Contract Documents and in case of conflict, the FAA General Provisions shall prevail. The Consultant shall not be responsible for determining conflicts between the FAA General provisions and the County General Provisions.

17.4 Prepare Special Provisions for Airport Construction

The Consultant will prepare Special Provisions to address, or expand on, conditions specific to construction on airports that require additional clarification. They will include, but are not limited to the following items:

- a. General Safety Requirements
- b. Haul Roads/Project Access
- c. Airport Security
- d. Work Schedule and Sequencing
- e. Barricades
- f. Record Drawings
- g. Pollution Control
- h. SWPPP Requirements and guidance for Contractor
- i. Additional Quality Control Requirements
- j. Contract Time
- k. Liquidated Damages

17.5 Prepare Technical Specifications

The Consultant will prepare technical specifications using FAA Standard Specifications and formatting whenever possible. For work not covered by FAA Standards, County or Caltrans Standard Specifications shall be used. Technical Specifications shall include, but not limited to, the following:

- a. Mobilization
- b. Demolition and Pavement Pulverization
- c. P-152 Excavation, Subgrade and Embankment
- d. P-209 Crushed Aggregate Base Course
- e. P-401 Hot Mix Asphalt
- f. P-602 Bituminous Prime Coat
- g. P-603 Bituminous Tack Coat
- h. P-620 Pavement Marking
- i. T-901 Seeding

18.0 **PREPARE FINAL SURFACE DRAINAGE ANALYSIS**

Using the findings from the preliminary drainage analysis completed in Phase II, a final surface drainage will be completed in accordance with standard engineering practices, local requirements, and the FAA Advisory Circular 150/5320-5C, *Surface Area Design*.

19.0 **PREPARE LIGHTING LAYOUT AND CIRCUIT CALCULATIONS - NIC**

The proposed project does not include lighting elements.

20.0 **UPDATE AIRPORT SIGNING AND MARKING PLAN - NIC**

Not required for General Aviation Airports.

21.0 **EROSION CONTROL PLAN**

The Consultant will develop an Erosion Control Plan for the project that is in general conformance with BAT (Best Available Technology) management practices. The plan will detail types of erosion control measures recommended for the site in addition to other information needed for the

NPDES permitting application. The Contractor being awarded the construction work shall be responsible for preparing the SWPPP. This information shall include, but not limited to:

- a. Project location
- b. Size of disturbance of project
- c. Amount of impervious surface
- d. Hydrologic classification of site
- e. Receiving waters
- f. Site drainage overview

22.0 PREPARE CERTIFICATION OF ENGINEERING AND MODIFICATION OF STANDARDS - NIC

This work does not anticipate Modifications of Standards will be required. If encountered during design, these certificates may be prepared as extra services.

23.0 PREPARE 60% SUBMITTAL

Based on County's written review comments on the preliminary submittal, prepare 60% engineering and design of improvements. This work shall include:

- a. Prepare and submit 60% plans.
- b. Prepare and submit 60% cost estimate.
- c. Perform internal QA/QC for all documents included in the 60% submittal.
- d. Conduct 60% review meeting with the County to go over submitted data and discuss schedule for upcoming submittals.

24.0 PREPARE 95% SUBMITTAL

Based on County's written review comments on the 60% submittal, prepare 95% engineering and design of improvements. This work shall include:

- a. Prepare and submit 95% plans.
- b. Prepare and submit 95% technical specifications and bid documents.
- c. Prepare and submit 95% cost estimate.
- d. Perform internal QA/QC for all documents included in the 95% submittal.
- e. Conduct 95% review meeting with the County to go over submitted data and discuss schedule for upcoming submittals.

25.0 PREPARE AND SUBMIT FINAL PLANS AND SPECIFICATIONS

A final set of plans, specifications, and contract documents will be prepared that will incorporate revisions, modifications, and corrections determined during the FAA and County's review of the 95% submittal.

26.0 PREPARE AND SUBMIT FINAL COST ESTIMATE

26.1 Calculate Estimated Final Quantities.

26.2 Prepare Final Cost Estimate.

Using the final quantities calculated following the completion of the plans and specifications, the Consultant will prepare the final construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers, and other databases available.

27.0 PREPARE AND SUBMIT ENGINEER'S DESIGN REPORT

Prepare the Engineer's Design Report in conformance with FAA requirements. The report will include a summary and explanation of the project design including geometrics, pavement and drainage design, pavement marking, phasing plans, and a project schedule, and Engineer's cost estimate. The report shall include, but not be limited to, the following:

- a. Project Scope
- b. Design Standards
- c. Topographic Survey Summary
- d. Geotechnical Investigation Summary (report included as an Appendix)
- e. Design Geometrics (reference Federal Advisory Circular 150/5300-13A)
- f. Pavement Design Analysis (reference Federal Advisory Circular 150/5320-6E)
- g. Drainage Considerations
- h. Pavement Marking Considerations
- i. Airport Operational Safety (reference Federal Advisory Circular 150/5370-2F)
- j. Construction Estimate
- k. Project Schedule and Construction Phasing
- l. Summary of Contract Documents
- m. Construction Inspection and Testing
- n. Deviations From FAA Standards
- o. Sponsor/Engineer's Certification for Project Plans and Specifications
- p. Sponsor Certification for Equipment/Construction Contracts

28.0 PREPARE A CONSTRUCTION SAFETY AND PHASING PLAN

Prepare Construction Safety and Phasing Plan (CSPP) in conformance with FAA AC 150-5370-2F. The CSPP shall be a bound report including the following items:

- a. Introduction
- b. Purpose
- c. Construction Safety Responsibility of Each Party
- d. Construction Phasing
- e. Construction Safety and Phasing Plan Sheet
- f. Detailed Requirements for Safety, Security, and Operational Restrictions for Construction on Airports

29.0 PHASE III PROJECT MEETINGS

The Consultant will arrange and lead the meetings as described below. The Consultant will produce drawings and handouts, as needed, to conduct each meeting and shall issue minutes to document the discussion. The following meetings shall be included in Phase III:

- a. 60% Submittal review meeting (1)
- b. 95% Submittal review meeting (1)

PHASE III DELIVERABLES

During the Phase III design effort, the Consultant will deliver all of the following information to the County:

- 1) 60% Plans and Cost Estimate– Four (4) copies each
- 2) 95% Plans, Specifications, and Contract Documents – Four (4) copies each
- 3) 95% Engineer’s Design Report – Three (3) Copies
- 4) Final Plans, Specifications and Contract Documents – Four (4) copies each
- 5) Final Engineer’s Design Report (including Construction Safety and Phasing Plan)– Four (4) bound copies

PHASE IV BID ADMINISTRATION

30.0 PREPARE ADVERTISEMENT FOR BIDS

Required advertisement dates and bidding dates will be established. Consultant will prepare the Advertisement in conformance with FAA and local standards and submit a copy of the advertisement to the County. The County shall arrange for the legal advertising in conformance with local standards and shall pay for the associated cost of advertising.

31.0 BID DOCUMENTS DISTRIBUTION (ELECTRONIC)

Consultant will prepare and upload Contract Documents to Quest Construction Data Network (QuestCDN.com). Contractors interested in bidding on the project can register and pay a fee (approximately \$20) to download the Contract Documents. Bidders will be responsible for submitting their bids to the County similar to previous projects.

32.0 RESPOND TO BIDDERS QUESTIONS

During the bidding process, the Consultant will be available to clarify bidding issues with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project.

33.0 PREPARE AND DISTRIBUTE ADDENDA

Consultant will issue bid addenda as appropriate to interpret, clarify, or change the bidding documents as required by the County or the FAA. Addenda will be made available to the plan holders online via the QuestCDN.com site. Any addenda that are generated as a sole result of the County’s error or omission, or FAA request, will be considered as extra services, and the Consultant will be reimbursed for this effort as an amendment to this contract.

34.0 PRE-BID CONFERENCE

Consultant will arrange for and conduct Pre-Bid Conference. The Project Manager and Project Engineer will attend and conduct the Pre-Bid Conference with potential contractors and the County to review the project and answer questions. The conference will be conducted at the

Airport and will include a site inspection. Meeting minutes will be prepared and distributed as an addendum.

35.0 BID OPENING - NIC

Consultant will not be required to attend the bid opening. The bid results will be forwarded to the Consultant by the County.

36.0 BID REVIEW AND BID TABULATION

The Consultant will prepare a spreadsheet that includes all bid items for the purpose of evaluating the lowest bidder. The Consultant will input the as-bid unit prices into the spreadsheet and verify mathematical computations of the bids. The Consultant will then provide recommendations to the County as to the name of the Apparent Low Bidder.

37.0 PREPARE RECOMMENDATION FOR AWARD

The Consultant will prepare a Recommendation of Award for the County to accept or reject the bids as submitted. If rejection is recommended, the Consultant will supply an explanation for their recommendation and possible alternative actions that the County can pursue to complete the project. Once the Contract Award is made, the Consultant will distribute the bid tabulations via QuestCDN.com at request of the County.

PHASE IV DELIVERABLES

- 1) Bid Documents – Electronic through Quest Construction Data Network.
- 2) Bid Tabulation – Electronic file.
- 3) Recommendation for Award – Electronic file.

SCOPE ASSUMPTIONS AND SERVICES PROVIDED BY THE COUNTY

- 1) Construction administration services beyond the recommendation for award shall be completed under a separate contract.
- 2) Any fees, easements, or permit fees from County, State, County, or utility companies, etc.
- 3) Environmental requirements pertaining to the Project shall be completed by the County.
- 4) Access (and airfield escorts if required) to the site for Consultant and sub-consultants (Points West Surveying Company and LACO Associates). County shall issue NOTAMS and close airport pavement for execution of work by sub-consultants.
- 5) Make available to Consultant data, reports, “as-built” Drawings, and other information related to the Project.

END OF EXHIBIT A

EXHIBIT B PROJECT SCHEDULE

The Consultant will complete all work called for under Phase II – Preliminary Design within sixty (60) working days from the date the County issues the Notice to Proceed with the work.

The Consultant will complete 60% submittal described in Phase III – Final Design, within sixty (60) working days of receipt of the County's review comments on the preliminary submittal.

The Consultant will complete the 95% submittal detailed in Phase III – Final Design within forty (40) working days of receipt of County's review comments on the 60% submittal.

The Consultant will complete the final Engineer's Design Report and final contract documents for use in bidding within fifteen (15) working days of receipt of County and FAA review comments on the 95% submittal.

Upon approval of the pre-final bidding documents and FAA authorization to advertise for bidding, the Consultant will upload the Bid Documents to QuestCDN.com to be available to prospective bidders within five (5) calendar days.

COUNTY review time is anticipated to be not more than fifteen (15) calendar days.

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

Qualification and Clarification:

FAA Construction Grant: A condition for submitting a construction grant application to FAA, the COUNTY will need to include construction bid results for the Project. For the 2016 FAA grant application cycle, the "bids" will need to be in-hand by May 1, 2016. This schedule is in conflict with the above schedule, but Consultant will consider an attempt to cause bid results by May 1, 2016 without penalty if the May 1, 2016 cannot be achieved, and if FAA agrees to accept a construction grant submittal by the COUNTY.

END OF EXHIBIT B

EXHIBIT C PROJECT BUDGET

1 Basis of Compensation as a Fixed Fee

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

2 Payment Procedures / Work Breakdown Structure

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

Phase I - Scope Development and Contract

1.0	Project Scoping	\$3,408.00
2.0	Prepare Contract and Sub-Contracts	\$1,580.00
3.0	Project Coordination	\$574.00
4.0	General Contract Administration	\$5,070.00
5.0	Grant Application and Administration	\$1,460.00
	<u>Expenses</u>	<u>\$0.00</u>
	Total Phase I - Contract Administration	\$12,092.00

Phase II - Preliminary Design

6.0	Topographic Surveying	\$3,193.50
7.0	Geotechnical Investigation	\$2,521.50
8.0	Prepare Plan Sheet for Preliminary Submittal	\$2,276.00
9.0	Prepare FAA Pavement Design Report and FAA Form 5100	\$2,784.00
10.0	Prepare Preliminary Surface Drainage Analysis	\$3,142.00
11.0	Prepare Preliminary Cost Estimate	\$2,897.00
12.0	Prepare Preliminary Design Report	\$3,787.00
13.0	Prepare FAA Form 7460	\$2,306.00
14.0	Review Environmental Documentation	\$351.50
15.0	Phase II Project Meetings	\$4,025.00
	<u>Expenses</u>	<u>\$33,182.00</u>
	Total Phase II - Preliminary Design	\$60,465.50

Phase III- Final Design

16.0	Prepare Plans	\$23,871.50
17.0	Prepare Specifications	\$7,626.00
18.0	Prepare Final Surface Drainage Analysis and Design	\$1,510.00
19.0	Prepare Lighting Layout and Circuit Calculations (NIC)	\$0.00
20.0	Update Airport Signing and Marking Plan (NIC)	\$0.00
21.0	Erosion Control Plan	\$1,564.00

22.0	Prepare Certification of Engineering and Modification of Standards (NIC)	\$0.00
23.0	Prepare 60% Submittal	\$4,458.00
24.0	Prepare 95% Submittal	\$14,570.00
25.0	Prepare and Submit Final Plans and Specifications	\$6,384.00
26.0	Prepare and Submit Final Cost Estimate	\$1,928.00
27.0	Prepare and Submit Final Engineers Design Report	\$2,470.00
28.0	Prepare Construction Safety and Phasing Plan	\$2,470.00
29.0	Phase III Project Meetings	\$4,510.00
	<u>Expenses</u>	<u>\$1,545.00</u>
	Total Phase III- Final Design	\$72,906.50

Phase IV - Bid Administration

30.0	Prepare Advertisement for Bids	\$311.00
31.0	Bid Documents Distribution	\$2,152.00
32.0	Respond to Bidders Questions	\$1,019.00
33.0	Prepare and Distribute Addendums	\$1,140.00
34.0	Pre-Bid Conference	\$4,552.00
35.0	Bid Opening (NIC)	\$0.00
36.0	Bid Review and Bid Tabulation	\$734.00
37.0	Prepare Recommendation for Award	\$514.00
	<u>Expenses</u>	<u>\$114.00</u>
	Total Phase IV - Bidding Phase	\$10,536.00

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

2.2.1 Fee Total: \$156,000.00

2.2.2 Maximum Services Fee Total: \$156,000.00

2.2.3 Expenses: Included in Basic Services

2.3 All billings and requests for progress payments shall require a written invoice from Consultant in a form acceptable to County. County shall make payment on approved amounts within each invoice within 30 days of receipt.

2.4 Expenses. Consultant's expenses are included in the compensation for Basic Services, and include actual out of pocket expenditures made by Consultant and sub-consultants on behalf of County in the interest of PROJECT. No additional compensation shall be due for Consultant's expenses.

2.5 Consultant shall submit all billings with all necessary invoices, deliverables, or other appropriate evidence of performance, after which County shall make payment at the earliest practicable time.

2.6 Additional Services. County will pay the Consultant for Additional Services as agreed to in a written addendum or amendment ("amendment") to this Agreement executed by County and the Consultant. Payment for all such Additional Services shall be as follows:

2.6.1 General. For Additional Services of Consultant's professional staff engaged directly on the Project, on the basis of a lump sum negotiated between the parties, or, at County's option, at Consultant's Billing Rates plus Reimbursable Expenses Related to Additional Services up to a guaranteed maximum price (GMP).

- 2.6.2 Sub-consultants. For Additional Services of sub-consultants employed by Consultant to render Additional Services, the amount billed to Consultant therefore times ten percent [10% or 1.1] for general and administrative expenses. For Additional Services billed on an hourly basis, Consultant agrees that all sub-consultants billing will be limited to a not-to-exceed amount upon prior written approval of County.
- 2.6.3 Amendments must be negotiated and signed by the Consultant and County prior to commencing work of Additional Services; otherwise, such cost are deemed within Basic Services.

2.7 Definitions

- 2.7.1 "Additional Services" mean services beyond the scope of the Services defined in this Agreement.
- 2.7.2 "Billing Rates" shall be the hourly rates indicated on Exhibit D-Billing Rate Schedule. Where exact Billing Rates are not agreed upon and a multiplier method is used, then Billing Rates shall be calculated on the basis of "Actual Salary" (raw salary excluding all other salary related and/or fringe benefit costs of any type, nature or description), times the agreed multiplier. (Such multiplier shall include overhead, general and administrative expenses, employee fringe benefits, profit, interest on invested capital, readiness to serve, and all other contingencies and other considerations for the work of this Agreement.)
- 2.7.3 "Reimbursable Expenses Related to Additional Services" shall be limited to the list of reimbursable expenses listed in Exhibit D-Billing Rate Schedule and the specific expenses identified below. All other expenses are not reimbursable and are deemed included in the Billing Rate.
- 2.7.3.1 Travel Costs. The reasonable expense of travel costs incurred by Consultant when requested by County to travel out-of-county beyond a 150-mile limit from either the Project site, the Consultant's office(s), or County's office, incurred performing Additional Services.
- 2.7.3.2 Long Distance Telephone Costs. Long distance telephone calls and long distance facsimile costs incurred performing Additional Services.
- 2.7.3.3 Delivery Costs. Courier services and overnight delivery costs incurred performing Additional Services.
- 2.7.3.4 Reproduction Costs. Reproduction and postage costs of required plans, specifications, bidding and other documents required under this Agreement, if any, incurred performing Additional Services.
- 2.7.3.5 Calculation. County shall pay Consultant the actual cost of all Reimbursable Expenses Related to Additional Services times ten percent [10% or 1.1] for general and administrative expenses, up to the guaranteed maximum reimbursable expense cost (GMREC).

END OF EXHIBIT C

EXHIBIT D BILLING RATE SCHEDULE

Standard Billing Rates

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

Expenses

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

Travel Expense

Company or Personal Car Mileage.....	\$0.90 / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance.....	cost plus 15%

Billing & Payment

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

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

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

END OF EXHIBIT D



U.S. Department
of Transportation
Federal Aviation
Administration

AGREEMENT FOR TRANSFER OF ENTITLEMENTS

In accordance with section 47117(c)(2) of Title 49 U.S.C. (hereinafter called the "Act).

Humboldt County, California – Dinsmore Airport (D63), Kneeland Airport (O19), and Rohnerville Airport (FOT)

(Name of Transferor Sponsor)

Hereby waives receipt of the following amount of funds apportioned to it for each fiscal year specified under section 47114(c) or 47114(d)(3)(A) of the Act.

Airport	LOC ID	FY	Amount
Dinsmore	D63	NP2013	150,000
Dinsmore	D63	NP2014	150,000
Kneeland	O19	NP2015	33,333
Rohnerville	FOT	NP2013	150,000
Rohnerville	FOT	NP2014	150,000
Rohnerville	FOT	NP2015	150,000
Rohnerville	FOT	NP2016	150,000
Total =			933,333

On the condition that the Federal Aviation Administration makes the waived amount available to:

Humboldt County – Garberville Airport (O16) – Garberville, California

(Name of Transferee Sponsor)

for eligible projects under section 47104(a) Act. This waiver shall expire on earlier of (date) or when the availability of apportioned funds would lapse under section 47117(b) of the Act.

FOR THE UNITED STATES OF AMERICA FEDERAL AVIATION ADMINISTRATION

FOR THE COUNTY OF HUMBOLDT

(Signature)

Fernando Yanez

(Typed Name)

Airport Planner, Federal Aviation
Administration, San Francisco Airports
District Office

(Title)

(Date)

(Signature)

Thomas K. Mattson

(Typed Name)

Public Works Director

(Title)

(Date)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, acting as Attorney for the Sponsor do hereby certify:

That I have examined the foregoing Agreement and find that the Sponsor has been duly authorized to make such transfer and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of California and the Act

Dated at this day of , 2015 .

By

(Signature of Sponsor's Attorney)