

## NAPA COUNTY AGREEMENT NO. 250309B

### PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this   4<sup>th</sup>   day of   February  , 2025, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and Mead & Hunt, Inc., a Wisconsin Corporation, whose address is 1360 19<sup>th</sup> Hole Dr. Suite 200, Windsor, CA 95492, hereinafter referred to as “Consultant.”

#### RECITALS

- A. County wishes to obtain professional services in order to provide engineering services for the design of Runway 6-24 PCC Joint Rehabilitation Project at the Napa County Airport.
- B. Consultant was selected to provide professional services by Request for Qualifications, after a competitive process conducted pursuant to RFQ# AIR032101, which was completed May 2021.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

#### AGREEMENT

#### ARTICLE I – SCOPE OF SERVICES

**1.1 Scope of Services.** Consultant shall provide professional services to County as described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals or Qualifications issued by County (if any), and Consultant’s proposal or statement of qualifications.

**1.2 Schedule.** Consultant shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A. Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A. Time is of the essence in the performance of the scope of services.

**1.3 Standard of Care.** Consultant represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Consultant shall correct any professional services falling below this standard at its sole cost and expense, if notified by County within one year after completion of such services. This remedy is in addition to any other remedies that may be available to County in law or equity.

**1.4 Correction of Deficient Services.** Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to Consultant. If County takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by County in performing such correction, including but not limited to the cost of County staff time and the amount paid to another consultant to correct the deficient services.

**1.5 Other Remedies.** This Article applies only to Consultant's obligation to correct services that do not meet the standard of care and is not intended to constitute a period of limitations or waiver of any other rights or remedies County may have regarding the Consultant's other obligations under the Contract Documents or federal or state law.

**1.6 Key Personnel.** Key personnel identified in Consultant's proposal or statement of qualifications shall be the individuals who will actually perform the services. Changes in key personnel must be reported by Consultant in writing and approved by County.

**1.7 Government Code Section 7550.** Every document or report prepared by Consultant for or under the direction of County pursuant to this Agreement shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost for the work performed by nonemployees of County exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

## ARTICLE II – DURATION OF AGREEMENT

**2.1 Term of the Agreement.** The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire one year after completion of the scope of services, unless terminated earlier in accordance with this Article.

**2.2 Suspension for Convenience.** County may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. County must give 10 days prior written notice to Consultant of such suspension. County may rescind the suspension prior to or at 60 days by providing Consultant with written notice of the rescission, at which time Consultant will be required to resume performance in compliance with the terms and provisions of this Agreement. Consultant shall be entitled to an extension of time to complete performance equal to the length of the suspension unless otherwise agreed to in writing by the parties.

**2.3 Termination for Convenience.** County may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of

such termination to Consultant. The termination of the Agreement shall be effective 30 days after receipt of the notice by Consultant. After receipt of notice of termination of all or any portion of the Agreement, Consultant shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of Consultant's affected performance under the Agreement. Consultant shall deliver to County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Consultant in performing this Agreement, whether completed or unfinished. Consultant may keep copies for its own records. County shall pay Consultant for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Consultant in providing County with the data and documents required by this paragraph. Consultant shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

**2.4 Termination for Cause.** County may terminate this Agreement for default if Consultant fails to satisfactorily perform any material obligation required by this Agreement. Default includes Consultant's failure to timely provide services in accordance with the schedule. If Consultant fails to satisfactorily cure a default within 10 days of receiving written notice from County specifying the nature of the default, County may immediately terminate this Agreement, and terminate each and every right of Consultant, and any person claiming any rights by or through Consultant under this Agreement. The rights and remedies of County enumerated in this paragraph are in addition to and independent of County's rights under any other provision of this Agreement and any right or remedy available to County at law or in equity.

**2.4.1 Absence of Default.** If after County gives notice of termination for cause, it is determined that Consultant was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of County under paragraph 2.3.

### ARTICLE III – COMPENSATION

**3.1 Amount of Compensation.** County shall pay Consultant for satisfactory performance of the scope of services, as follows:

**3.1.1 Rates.** County shall pay Consultant according to the phases and compensation fee schedule set forth in Exhibit B.

**3.1.2 Expenses.** Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

**3.1.3 Maximum Amount.** Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of Seventy-One Thousand, Four Hundred Thirty-Two Dollars (\$71,432.00); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

**3.2 Payment Process.** Consultant may submit one invoice per calendar month in arrears for services provided, to the Airport Manager who, will review the invoice to confirm its contents match the services provided during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice.

**3.2.1 Content of Invoices.** Invoices shall be in a form acceptable to the Napa County Auditor and include Consultant's name, address, Social Security or Taxpayer Identification Number, and the Napa County Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Consultant presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Consultant to be paid the equivalent percentage of the fixed price.

**3.2.2 Expenses.** If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

**3.3 Annual Appropriation of Funds.** Consultant acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. County is not obligated to pay Consultant, nor is Consultant obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

#### ARTICLE IV – INSURANCE

**4.1 Insurance.** Prior to commencing the scope of services, Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

**4.2 Inclusion in Subcontracts.** Consultant shall require its subconsultants and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

#### ARTICLE V – INDEMNIFICATION

**5.1 Indemnification and Hold Harmless.** To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold harmless County and its officers, agents,

employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Consultant or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

**5.2 Design Professionals.** To the extent Consultant is providing the services of a “design professional” as defined in California Civil Code section 2782, County acknowledges that Consultant’s obligations under paragraph 5.1 may be limited under Civil Code Section 2782.8.

**5.3 Effect of Insurance.** The provisions of this Article are not limited by the requirements of Article IV related to insurance.

**5.4 Enforcement Costs.** Consultant shall reimburse any and all costs County incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

**5.5 Survival.** This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

## ARTICLE VI – MANDATORY COUNTY PROVISIONS

**6.1 Compliance with County Policies.** Consultant shall comply, and require its employees and subconsultants to comply, with the following policies, copies of which are available on County’s website at <https://www.countyofnapa.org/771/Purchasing> and are hereby incorporated by reference.

**6.1.1** Napa County “Waste Source Reduction and Recycled Product Content Procurement Policy,” which is found in the Napa County Policy Manual Part I, Section 8D.

**6.1.2** Napa County “Discrimination, Harassment and Retaliation Prevention Policy,” which is found in the Napa County Policy Manual Part I, Section 37K.

**6.1.3** Napa County “Drug and Alcohol Policy,” which is found in the Napa County Policy Manual Part I, Section 37O.

**6.1.4** “Napa County Information Technology Use and Security Policy” which is found in the Napa County Policy Manual Part I, Section 31A.

**6.1.5** Napa County “Workplace Violence Policy,” which is found in the Napa County Policy Manual Part I, Section 37U.

**6.2 Inducement of County Employees.** Consultant shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement that would interfere with compliance or induce violation of these policies by County employees or consultants.

## ARTICLE VII – COMPLIANCE WITH LAWS

**7.1 Compliance with Controlling Law.** Consultant shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Consultant shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

**7.2 Conflict of Interest.** Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Consultant hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. Consultant further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Violation of this paragraph by Consultant is a material breach of this Agreement which may result in termination of the Agreement for cause.

**7.3 Taxes.** Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

**7.4 Prevailing Wage Requirements.** The scope of services includes “public works” as defined in the California Labor Code. Consultant shall comply with all State prevailing wage requirements, including but not limited to, those set forth in Exhibit D.

## ARTICLE VIII – DISPUTE RESOLUTION

**8.1 Mandatory Non-binding Mediation.** If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using

mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

**8.2 Mediation Costs.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**8.3 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by Consultant and County. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

**8.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

**8.5 Mediation Results.** Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

## ARTICLE IX – GENERAL PROVISIONS

**9.1 Access to Records/Retention.** Consultant shall provide County with access to Consultant's records which are reasonably necessary for County to review or audit Consultant's compliance with the provisions of this Agreement. Consultant shall provide such access within 10 business days after written request by County, either by providing copies of the requested records to County or allowing County to inspect and photocopy the records at Consultant's place of business where the records are kept. Consultant shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

**9.2 Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other

party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

Napa County Airport  
2000 Airport Road  
Napa, CA 94558

CONSULTANT

Mead & Hunt, Inc.  
1360 19<sup>th</sup> Hole Dr., Suite 200  
Windsor, CA 95492

**9.3 Independent Contractors.** Consultant and its subconsultants, if any, are independent contractors and not agents of County. Any provisions of this Agreement that may appear to give County any right to direct Consultant concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that Consultant shall follow the direction of County concerning the end results of the performance.

**9.4 Contract Interpretation.** This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 9.4.1 This Agreement.
- 9.4.2 The Exhibits to this Agreement.
- 9.4.3 The RFQ or RFP issued by County.
- 9.4.4 Consultant's proposal or statement of qualifications.

**9.5 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

**9.6 Third Party Beneficiaries.** Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced

herein. No person other than County and Consultant shall have the right to enforce any of the provisions of this Agreement.

**9.7 Force Majeure.** In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

**9.8 Confidentiality of Services.** All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. Consultant shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

**9.9 Insolvency.** Consultant shall notify County if Consultant enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

**9.10 Attorney's Fees.** If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

**9.11 Venue.** This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to

this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

**9.12 Exhibits Incorporated.** All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

**9.13 County Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

**9.14 Survival of Obligations.** All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

**9.15 Severability.** Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

**9.16 Amendment/Modification.** This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Consultant to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

**9.17 No Waivers.** Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. 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.

**9.18 No Assignments.** Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

**9.19 Successors in Interest.** All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

**9.20 Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

**9.21 Counterparts.** This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

**9.22 Special Terms and Conditions- FAA Provisions.**

(a) Consultant shall comply with those requirements set forth in Exhibit "E", FAA document titled "FAA Provisions", and any other applicable federal, state, or local requirements subsequently deemed applicable to the work completed in connection with this Agreement.

(b) Consultant shall document all work done in connection with this Agreement as required by the FAA and/or the Napa County Project Manager.

(c) Consultant shall comply with those labor and prevailing wage requirements set forth in Exhibit "E".

**IN WITNESS WHEREOF**, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officer(s).

MEAD & HUNT, INC.

By Jeff Leonard  
JEFF LEONARD, Vice President

Digitally signed by Jeff Leonard  
DN: CN=Jeff Leonard  
Reason: I have reviewed this document  
Date: 2025.01.24 09:20:28-08'00'

By Alex Radovanovich  
ALEX RADOVANOVICH, Civil Engineer/Manager

Digitally signed by Alex Radovanovich  
DN: CN=Alex Radovanovich  
Date: 2025.01.24 09:50:13-08'00'

NAPA COUNTY, a political subdivision of the State of California

By \_\_\_\_\_

ANNE COTTRELL, Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>/s/ Wendy M. Dau</u> Deputy County Counsel</p> <p>Date: <u>1/16/25</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**EXHIBIT A**  
**SCOPE OF SERVICES**

**NAPA COUNTY AIRPORT**

**County of Napa**

**Runway 6-24 PCC Pavement Rehabilitation**

**Engineering Design Scope of Services December 2024**

**PROJECT DESCRIPTION**

This Scope of Services details the 90% design, final design, and bid administration services to be provided by Mead & Hunt, Inc. (CONSULTANT), for the Runway 6-24 PCC Pavement Rehabilitation (Project) at the Napa County Airport (Airport) for the County of Napa (COUNTY).

**BACKGROUND**

Runway 6-24 pavement was originally constructed in 1943 and rehabilitated in 2019 on the western end of Runway 6-24 (1,500 feet) with an AC surface overlay. The current Pavement Condition Index (PCI) of the Portland Cement Concrete (PCC) pavement is 52, based on the Airport Pavement Management System (APMS) completed by the CONSULTANT in 2020. The runway PCC portion is currently in fair condition with the exception of panel joint seals and minimal isolated spalling. The quantity of the joint and spalling repairs will be determined by Airport Operation's review of the existing conditions and the amount of Airport Improvement Grant (AIG) funding available.

This Project will consist of CONSULTANT preparing construction documents for pavement repairs that will include joint and spall repairs on the eastern (PCC) portion of Runway 6-24 (3,507 feet). The COUNTY has submitted a Fiscal Year (FY) 2025 AIP/AIG construction grant pre-application to the Federal Aviation Administration (FAA) for this Project. CONSULTANT understands the COUNTY wishes to fund this design for reimbursement under the construction grant.

**PROJECT ELEMENTS**

The Runway 6-24 PCC Pavement Rehabilitation Project will consist of:

- 1) CONSULTANT conducting a site inspection to confirm Airport Operations' inventory of the pavement distresses and other project-related existing physical features and facilities.
- 2) CONSULTANT preparing plans, details, specifications and cost estimate to repair PCC pavement joints and possible spalling. This scope also includes the deliverables listed herein.
- 3) CONSULTANT determining if any pavement markings will need to be re-applied due to joint and spall repairs. Based on discussion with the COUNTY it is understood that the COUNTY may elect to re-stripe all markings after PCC repairs are completed.
- 4) CONSULTANT's Project work will prioritize the joints/spalls in the runway keel then work outwards based on estimated construction costs.
- 5) It is anticipated that Taxiway A will remain open during runway closure for southeast hangar access.

A Project graphic depicting these elements is included as *Attachment 1*.

## **PROJECT TEAM**

The CONSULTANT will assign a Project Manager (PM) to this Project to monitor continuity through the phases of work, as described in this scope. The PM will be responsible for work performed by the CONSULTANT Team. Specific Project management tasks are detailed within each phase of work.

The CONSULTANT Team will also consist of civil engineers, designers, and administrative staff as needed to perform the tasks in this scope of work.

## **SCOPE OF SERVICES**

The CONSULTANT's scope of work for the Project will be phased as follows:

Phase 1: 90% Design

Phase 2: Final Design

Phase 3: Bid Administration

CONSULTANT will provide the services as described in the following Phases and tasks.

### **PHASE 1 90% DESIGN**

#### **1.1 PROJECT MANAGEMENT AND COORDINATION**

Project management tasks during Phase 1 will consist of the following:

##### **1.1.1 Prepare Contract and Project Setup**

The PM and administrative staff will prepare the contract between the CONSULTANT and the COUNTY. Administrative staff will also setup the internal Project database for finance tracking, and internal Project directory for saving design files.

##### **1.1.2 Prepare Schedule**

The PM will prepare a design and bidding schedule upon receiving the Notice to Proceed (NTP) from the COUNTY. This schedule will be updated throughout design, as necessary based on review times by the COUNTY and FAA.

##### **1.1.3 Coordinate Internal Design Team**

The PM will assign a design team to the Project. Once a design team is established, the PM will implement a task coordination program to assign specific responsibilities to team members. Throughout the design, the PM will coordinate and monitor internal work progress.

##### **1.1.4 Coordinate Subconsultants – Not in Contract (NIC)**

##### **1.1.5 Quality Control Program**

The PM will implement a quality control (QC) program. As part of this program, the PM will assign both QC and quality assurance (QA) team members to the Project. The PM will prepare a detailed QC checklist that will be shared with the internal design team and reviewed by the PM at each design

phase. The design team will also maintain a design log to track design decisions throughout the Project that can be reviewed internally.

The PM and assigned QC team members will regularly review work performed by the design team. Prior to finalizing the preliminary design submittal, the assigned QA team members will review draft versions of the documents to be submitted.

#### 1.1.6 Prepare Invoices

The PM will maintain a Project budget spreadsheet to track costs on a monthly basis. At the beginning of each month, the PM will review accrued costs from the previous month and work with accounting staff to prepare invoices for the COUNTY. The invoices will be submitted in accordance with the COUNTY's standard invoice requirements. The invoices will include detailed cost breakdowns referencing the items in this scope of work and indicate percent complete for each item. The PM will also review subconsultant invoices. It is anticipated that two (2) invoices will be prepared during Phase 1.

### 1.2 PROJECT MEETINGS AND COMMUNICATION

The CONSULTANT will participate in various meetings and calls during Phase 1. Meetings and communication items will be as follows:

#### 1.2.1 Internal Project Kickoff Meeting

The PM will prepare for and conduct a meeting with the internal design team to present the Project including but not limited to team member assignments, Project budget, design schedule, major Project elements, and internal protocol. Up to four (4) members from CONSULTANT Team will attend (anticipated to consist of PM, Engineer III, Engineer I, and Administrative Assistant).

#### 1.2.2 Project Kickoff Meeting with COUNTY

The CONSULTANT will prepare for and conduct a meeting with the COUNTY to present the Project including but not limited to introductions, design schedule, and major Project elements. Up to two (2) members from CONSULTANT Team will attend (anticipated to consist of PM and Engineer III). The meeting is anticipated to be held at the Airport and coincide with the proposed site investigation visit. The CONSULTANT will prepare an agenda to support the meeting, as well as exhibits, as necessary. CONSULTANT Team will collaborate to create meeting minutes and distribute via email to all that attended the meeting.

#### 1.2.3 Site Investigation

The CONSULTANT will conduct an in-person investigation of the Project site. The investigation will include the following tasks:

- a. The CONSULTANT will review pavement distress inventory conducted by Airport Operations staff and compare with existing record drawings and APMS.
- b. The CONSULTANT will generate a map of the Airport to use in documenting the existing conditions.
- c. Up to two (2) members from CONSULTANT Team (anticipated to consist of PM and Engineer III) will travel to the Airport and conduct a site investigation.

- d. For joint and spall conditions, the CONSULTANT will coordinate with Airport Operations staff in advance of the site visit so they can prepare to show CONSULTANT Team the areas where distresses were found.

1.2.4 Bi-Weekly Internal Progress Meetings

The PM will conduct bi-weekly meetings with the internal design team to discuss the Project schedule and work progress. Up to three (3) members from CONSULTANT Team will attend each meeting (anticipated to consist of PM, Engineer III and Engineer I). Up to four (4) meetings are anticipated during Phase 1.

1.2.5 Monthly Progress Meetings with COUNTY

The CONSULTANT will conduct monthly meetings with the COUNTY to discuss the Project schedule, work progress, and coordination items. Up to two (2) members from CONSULTANT Team will attend each meeting (anticipated to consist of PM and Engineer III). Up to two (2) meetings are anticipated during Phase 2. The meetings are anticipated to be held virtually.

1.2.6 Present 90% Submittal to COUNTY

The CONSULTANT will prepare for and conduct a meeting with the COUNTY to present the 90% design submittal. Up to two (2) members from CONSULTANT Team will attend in-person (anticipated to consist of PM and Engineer III). The meeting is anticipated to be held virtually. The CONSULTANT will prepare an agenda and minutes to support the meeting, as well as exhibits, as necessary.

1.2.7 General Communication with COUNTY

The CONSULTANT will communicate with the COUNTY throughout Phase 1 as needed via phone calls or email in addition to the meetings listed herein.

1.3 90% PAVEMENT REHABILITATION

The CONSULTANT will use information obtained from the site investigation to calculate the amount of the joint and spall repairs needed. This work will consist of the following sub-task:

- a. The CONSULTANT will develop a recommendation for all PCC joints and spall repairs. After discussing with COUNTY, spalling is anticipated in localized areas. The CONSULTANT will review spall locations identified by Airport Operation’s staff and work with COUNTY to determine which areas are a priority and the appropriate repair method.

1.4 PREPARE 90% PLANS

The CONSULTANT will prepare preliminary plan sheets depicting the proposed improvements. 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.

Sheet Number	Sheet Description	No. of Sheets	Scale
<b>GENERAL</b>			
G-001	Cover Sheet	1	N/A
G-002	Sheet Index, Legend & Abbreviations	1	N/A
G-021	Project Layout Plan	1	1" = 200'
G-081	Construction Safety and Phasing Plans	1	1" = 200'

G-091	Construction Safety and Phasing Details	1	N/A
<b>CIVIL SITE</b>			
C-201	Proposed Rehabilitation Plans	3	1" = 50'
C-311	Rehabilitation Details	1	N/A
<b>CIVIL MARKING</b>			
C-651	Marking Plan	1	1" = 100'
<b>Total Number of Sheets</b>		<b>10</b>	

1.5 PREPARE 90% SPECIFICATIONS

The CONSULTANT will assemble the specifications as stated below for the COUNTY to use in obtaining competitive bids for the work. The documents will meet current FAA Standards for AIP-funded projects and incorporate COUNTY specifications / provisions as necessary to support FAA specifications.

1.5.1 Bidding and Contract Documents

The CONSULTANT will review the latest standard Bidding and Contract Documents provided by the COUNTY and tailor them to the Project. For documents that have no COUNTY standard, the CONSULTANT will prepare the documents based on FAA standards. The documents will include but not be limited to the following:

- a. Notice to Bidders
- b. FAA Instructions to Bidders
- c. Proposal Forms
- d. Bid Schedule
- e. Sample Agreement
- f. Insurance Requirements
- g. Bonds and Guarantees

1.5.2 COUNTY General Provisions

The CONSULTANT will coordinate with the COUNTY to include the COUNTY General Provisions in the specification package. The CONSULTANT will conduct quality control review to identify areas in the COUNTY General Provisions that may conflict with Federal Contract Provisions and the FAA General Contract Provisions and provide comments to the COUNTY for their consideration and action, if applicable.

1.5.3 Required Federal Contract Provisions

Federal laws and regulations require that specific contract provisions be included in federally funded contracts as established within the grant assurances. The CONSULTANT will prepare the Required Federal Contract Provisions. These requirements cover items such as:

- a. Affirmative Action Requirement
- b. Buy American Preference
- c. Civil Rights
- d. Davis-Bacon Act Requirements
- e. Disadvantaged Business Enterprise
- f. Equal Employment Opportunity
- g. Federal Fair Labor Standards Act (Minimum Wage)

- h. Lobbying and Influencing Federal Employees
- i. Prohibition of Segregated Facilities
- j. Occupational Safety and Health Act

1.5.4 Project-Specific Special Provisions for Airport Construction

The CONSULTANT will prepare Special Provisions to address or expand on conditions specific to construction on airports, specifically APC, which require additional clarification. They will include, as applicable but are not limited to, the following items:

- a. General Safety Requirements, Airfield Safety and Traffic Control
- b. Construction Schedule Requirements
- c. Time Limitations
- d. Work Hour Limitations
- e. Liquidated Damages
- f. Project Sequencing and Potential Delays
- g. Barricades and Runway Closure Markers
- h. Radio Communication
- i. Access and Security
- j. Required Training
- k. General Site Information and Requirements
- l. Submittal Procedures
- m. Schedule of Values
- n. Miscellaneous Material Specifications
- o. Record Drawings
- p. Certified Payroll Requirements
- q. Project Pay Request Requirements

1.5.5 FAA Standard Specifications for Construction of Airports

The CONSULTANT will prepare FAA General Contract Provisions, General Construction Items, and Technical Specifications in accordance with FAA AC 150/5370-10H, *Standard Specifications for Construction of Airports*. FAA Standard Specifications will include but are not limited to the following items:

- a. Part 1 – General Contract Provisions
- b. Part 2 – General Construction Items
  - i. Item C-105, Mobilization
- c. Part 3 – Sitework
  - i. Item P-101, Preparation / Removal of Existing Pavements
- d. Part 7 – Rigid Pavements
- e. Part 9 – Miscellaneous
  - i. Item P-605, Joint Sealants for Pavements
  - ii. Item P-620, Runway and Taxiway Marking

1.5.6 Contractor's Materials and Equipment Submittal Checklist

The CONSULTANT will prepare a checklist to attach to the specification book that will list the materials and equipment submittals that will be expected from the contractor

prior to construction. The submittals will reference sections from the specifications.

#### 1.6 PREPARE 90% ENGINEER'S DESIGN REPORT

The CONSULTANT will prepare a Preliminary Engineer's Design Report (EDR) to document the basis and findings of 90% design. Elements of the EDR will include but are not limited to the following:

- a. Introduction / Scope
- b. History of the Existing System
- c. Site Investigation (Including Photographs)
- d. Design Standards
- e. Pavement Rehabilitation
- f. Pavement Marking Application
- g. Environmental Considerations (Including CATEX Documentation as Appendix)
- h. Modifications to AIP Standards (If Applicable)
- i. Delineation of AIP Eligible and Ineligible Work Items
- j. DBE Participation
- k. Considerations for Airport Operational Safety
- l. Project Schedule
- m. Estimated Project Cost (Including Detailed Cost Breakdown as Appendix)
- n. Design Review Meeting Minutes (Included as Appendix)

#### 1.7 PREPARE 90% COST ESTIMATE

##### 1.7.1 Calculate Estimated 90% Quantities

The CONSULTANT will calculate necessary quantities for the various work items. Quantities will be consistent with the specifications and acceptable quantity calculation practices. Key work items to be quantified include but are not limited to joint material removal, PCC joint repair, and pavement markings.

##### 1.7.2 Prepare 90% Cost Estimate

The CONSULTANT will provide a construction cost estimate based on record cost data and similar work. The cost estimate will include several bid items that will be placed into a base bid and bid alternate (if necessary for funding flexibility) and will correlate with items in the specifications. The base bid will include the bid items that will be acceptable with the anticipated AIP/AIG grant budget. In addition to construction cost, the CONSULTANT will also estimate total Project costs including but not limited to COUNTY administration, design, construction administration, and resident engineering. These additional costs will be provided to support the COUNTY in the grant planning process.

#### 1.8 PREPARE FAA FORM 7460-1

The CONSULTANT will complete a notice of proposed construction or alteration (Form 7460) as per FAA guidelines and will submit the form via the FAA online portal. A total of two (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. The 7460 for construction equipment will include

detailed graphics containing latitude and longitude coordinates, existing ground surface, height of equipment, and distance from runway.

#### 1.9 PREPARE 90% CONSTRUCTION SAFETY AND PHASING PLAN

The CONSULTANT will prepare a Construction Safety and Phasing Plan (CSPP) in conformance with FAA Standards and FAA AC 150/5370-2G, *Operational Safety on Airports During Construction*. After COUNTY review and approval, CONSULTANT will upload the CSPP to the FAA online portal for review and approval. The final CSPP will be included in the Bid Documents package, which generally includes the following information:

- a. Overview and Purpose
- b. Construction Safety Responsibility of Each Party
- c. Construction Phasing, including but not limited to:
  - Phasing and time limitations: To establish a fair construction duration, the CONSULTANT will prepare an estimated critical-path construction schedule for each phase or work area. The schedule will be based on productivity rates observed in similar projects. This schedule is an estimate only and will not relieve the contractor of their responsibility to prepare a detailed schedule of work.
  - Areas and operations affected by construction
  - Wildlife management
  - Hazardous materials management
  - Inspection requirements
  - Marking and signs for access routes
  - Protection of runway and taxiway critical areas
  - Safety plan compliance document
- d. Construction Safety and Phasing Plan Sheet(s)

#### 1.10 PREPARE 90% SUBMITTAL

##### 1.10.1 Internal QA Review

The QA staff assigned by the PM as part of the quality control program will perform an internal review of the 90% deliverables listed below. The review will be performed using Bluebeam software, and the QA staff will provide markups if modifications to the deliverables are required. The PM will then review the completed markups and coordinate the design team to modify the deliverables, as necessary.

##### 1.10.2 Submit 90% Deliverables to COUNTY

The CONSULTANT will finalize assembly of the 90% deliverables listed below and submit to the COUNTY for review. The deliverables will be submitted electronically using Newforma file transfer software. The CONSULTANT will also print, assemble, and ship hard copies of the deliverables if requested by the COUNTY.

#### PHASE 1 DELIVERABLES

- 1) Design Review Meeting Agenda and Minutes – Electronic submittal
- 2) Project Correspondence, as needed – Electronic Submittal
- 3) 90% Plans (11x17) – Electronic submittal

- 4) 90% Specifications – Electronic submittal
- 5) 90% EDR – Electronic submittal (including 90% Cost Estimate)
- 6) 90% CSPP – Electronic submittal

## **PHASE 2 FINAL DESIGN**

### **2.1 PROJECT MANAGEMENT AND COORDINATION**

Project management tasks during Phase 2 will consist of the following:

#### **2.1.1 Update Schedule**

The schedule created during Phase 1 will be updated throughout design as necessary based on review times by the COUNTY and FAA.

#### **2.1.2 Coordinate Internal Design Team**

The PM will continue to coordinate and monitor internal work progress during Phase 2.

#### **2.1.3 Quality Control Program**

The PM will complete the review of the QC checklist, and the design team will finalize the design log during Phase 2.

The PM and assigned QC team members will review the final deliverables prior to completion.

#### **2.1.4 Prepare Invoices**

The PM will continue to maintain the Project budget spreadsheet and prepare invoice as defined in Phase 1. It is anticipated that one (1) invoice will be prepared during Phase 2.

### **2.2 PROJECT MEETINGS AND COMMUNICATION**

The CONSULTANT will participate in meetings and calls during Phase 2. Meetings and communication items will be as follows:

#### **2.2.1 Bi-Weekly Internal Progress Meetings**

The PM will conduct bi-weekly meetings with the internal design team to discuss the Project schedule and work progress. Up to three (3) members from CONSULTANT Team will attend each meeting (anticipated to consist of PM, Engineer III and Engineer I). Up to two (2) meetings are anticipated during Phase 2.

#### **2.2.2 Monthly Progress Meetings with COUNTY**

The CONSULTANT will conduct one monthly meeting with the COUNTY to discuss the Project schedule, work progress, and coordination items. Up to two (2) members from CONSULTANT Team will attend the meeting (anticipated to consist of PM and Engineer III). The meeting is anticipated to be held virtually.

#### **2.2.3 General Communication with COUNTY**

The CONSULTANT will communicate with the COUNTY throughout Phase 2 as needed via phone calls or email in addition to the meetings listed herein.

### **2.3 PREPARE FINAL PLANS**

Based on COUNTY review of 90% submittal, the CONSULTANT will update the plans.

### **2.4 PREPARE FINAL SPECIFICATIONS**

Based on COUNTY review of 90% submittal, the CONSULTANT will update the specifications.

## 2.5 PREPARE FINAL ENGINEER'S DESIGN REPORT

Based on COUNTY review of 90% submittal, the CONSULTANT will update the EDR. The CONSULTANT will also prepare the required FAA Sponsor Certifications verifying that the plans and specifications were developed in accordance with FAA requirements, and the Equipment / Construction Contract Certification. The certifications will be submitted to the COUNTY for review and signature. The certifications will be included in the final EDR.

## 2.6 PREPARE FINAL COST ESTIMATE

### 2.6.1 Calculate Estimated Final Quantities

The CONSULTANT will update the quantities based on the final design.

### 2.6.2 Prepare Final Cost Estimate

The CONSULTANT will update the cost estimate based on the final design.

## 2.7 PREPARE FINAL CONSTRUCTION SAFETY AND PHASING PLAN

Based on COUNTY review of 90% submittal, the CONSULTANT will update the CSPP.

## 2.8 PREPARE FINAL SUBMITTAL

### 2.8.1 Internal QC Review

The PM and QC staff assigned by the PM as part of the quality control program will perform an internal review of the final deliverables listed below. The review will be performed using Bluebeam software, and the PM and QC staff will provide markups if modifications to the deliverables are required. The PM will then review the completed markups and coordinate the design team to modify the deliverables, as necessary.

### 2.8.2 Submit Final Deliverables to COUNTY

The CONSULTANT will complete assembly of the final deliverables listed below and submit to the COUNTY for bid distribution. The deliverables will be submitted electronically using Newforma file transfer software.

## PHASE 2 DELIVERABLES

- 1) Project Correspondence, as needed – Electronic Submittal
- 2) Final Plans (11x17 and full size) – Electronic submittal
- 3) Final Specifications – Electronic submittal
- 4) Final EDR – Electronic submittal
- 5) Final CSPP – Electronic submittal

## PHASE 3 BID ADMINISTRATION

### 3.1 PROJECT MANAGEMENT AND COORDINATION

Project management tasks during Phase 3 will consist of the following:

#### 3.1.1 Update Schedule

The schedule created during Phase 1 will be updated to show bid administration milestones.

3.1.2 Prepare Invoices

The PM will continue to maintain the Project budget spreadsheet and prepare invoices as defined in Phase 1. It is anticipated that three (3) invoices will be prepared during Phase 3.

3.2 PROJECT MEETINGS AND COMMUNICATION

The CONSULTANT will participate in meetings and calls during Phase 3. Meetings and communication items will be as follows:

3.2.1 Monthly Progress Meetings with COUNTY

The CONSULTANT will conduct monthly meetings with the COUNTY to discuss the Project schedule and coordination items. Up to two (2) members from CONSULTANT Team will attend each meeting (anticipated to consist of PM and Engineer III). Up to two (2) meetings are anticipated during Phase 3. The meetings are anticipated to be held virtually.

3.2.2 Pre-Bid Conference

The CONSULTANT will arrange for and conduct a Pre-Bid Conference with potential contractors and the COUNTY to review the Project and answer questions. Up to two (2) members from CONSULTANT Team will attend in-person (anticipated to consist of PM and Engineer III). The conference is anticipated to be conducted at the Airport and include a site visit. A meeting agenda and minutes will be prepared and distributed.

3.2.3 General Communication with COUNTY

The CONSULTANT will communicate with the COUNTY throughout Phase 4 as needed via phone call or email in addition to the meetings listed herein.

3.3 PREPARE ADVERTISEMENT FOR BIDS – NIC

The COUNTY will be responsible for preparing the advertisement for bids for local newspaper(s).

3.4 BID DOCUMENTS DISTRIBUTION – NIC

The COUNTY will be responsible for bid document distribution.

3.5 RESPOND TO BIDDERS' QUESTIONS

During the bidding process, the CONSULTANT will be available to clarify bidding issues with contractor and suppliers, and for consultation with the various entities associated with the Project. Up to ten (10) RFI's are anticipated. The CONSULTANT will assist the COUNTY as needed with the use of OpenGov for tracking questions.

3.6 BID ADDENDA

The CONSULTANT will assist the COUNTY, as necessary, to prepare bid addenda as appropriate to interpret, clarify, or change the bidding documents as required by the COUNTY or FAA. The COUNTY will be responsible for issuing the addenda to the plan holders either through mail, electronic mail, hand delivering, or facsimile transmission. Up to two (2) addenda are anticipated. The CONSULTANT will assist the COUNTY as needed with the use of OpenGov for tracking addenda.

3.7 BID OPENING – NIC

The CONSULTANT will not be required to attend the bid opening.

3.8 BID REVIEW AND BID TABULATION

The COUNTY will perform the initial bid review and tabulation and provide to the CONSULTANT. The CONSULTANT will perform a follow-up review to check that low bidder meets the bidding requirements and check math errors on the tabulation.

3.9 PREPARE RECOMMENDATION FOR AWARD

The CONSULTANT will prepare a Recommendation of Award for the COUNTY to accept or reject the submitted bids. 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. The CONSULTANT will also prepare a draft letter on COUNTY letterhead for COUNTY to send to FAA requesting FAA concurrence with award.

PHASE 4 DELIVERABLES

- 1) Pre-Bid Conference Minutes – Electronic submittal
- 2) Project Correspondence, as needed – Electronic Submittal
- 3) Recommendation of Award – Electronic submittal

**SCHEDULE OF COMPLETION**

A tentative design and bidding schedule is included as *Attachment 4*. The original schedule assumed that the COUNTY would issue a Notice to Proceed (NTP) to CONSULTANT on December 9, 2024, to begin the Project design process. The schedule will be shifted based on the actual NTP issued by the COUNTY. Based on the current FAA grant schedule, the construction of this Project is programmed for a FY 2025 AIP/AIG grant. This means that the opening of bids is not anticipated to occur until spring of 2025 to align with the grant application timeline. The bid opening date will ultimately be coordinated with the FAA based on their 2025 grant requirements. The tentative schedule includes design and review periods based on the assumed amount of time available between NTP and bid opening. Actual durations may be reduced based on work progress or a change in milestones. Estimated durations for each applicable phase are shown below:

PHASE 1

- 1) Based on the assumed NTP and bid opening, the estimated duration to complete the 90% submittal is within forty (40) working days after receipt of NTP.

PHASE 2

- 1) Based on the assumed NTP and bid opening dates, the estimated duration to complete the final submittal is within fifteen (15) working days after receipt of COUNTY and FAA comments on the 90% submittal.

PHASE 3

- 1) The CONSULTANT will coordinate bid administration milestones with the COUNTY and FAA based on COUNTY standard processes and FAA grant timelines.
- 2) The CONSULTANT will submit the Recommendation of Award within five (5) working days after

receipt of the bid proposal documents from the COUNTY.

Design durations do not include COUNTY and FAA review periods. Once the NTP is received from the COUNTY, the CONSULTANT will prepare and maintain a Project schedule that estimates COUNTY and FAA review periods.

### **SERVICES TO BE PROVIDED BY THE COUNTY**

The COUNTY and CONSULTANT agree that the following items will be provided by the COUNTY. (If these or any additional items are added to the CONSULTANT's scope of work, they will be considered extra services and require a negotiated fee and an Amendment to the contract.)

- 1) Airport operations staff will perform a detailed inventory of the existing Runway 6-24 PCC joint conditions prior to CONSULTANT performing site investigation.
- 2) Fees, easements, or permit fees from City, State, County, or utility companies, and others, if applicable.
- 3) Reproduction and distribution of Bid Documents to interested contractors.
- 4) Distribution of Bid Addenda.
- 5) Conduct airfield safety training for subconsultants.
- 6) Access to the site for CONSULTANT and subconsultants.
- 7) Data to CONSULTANT such as reports, "as-built" drawings, and other information related to the Project, if available and not already in CONSULTANT possession.
- 8) Review of draft documents from CONSULTANT within a reasonable amount of time, including review comments provided in writing. COUNTY review comments from various individuals and departments shall be provided in writing and shall be returned to the CONSULTANT as a single package representing all COUNTY's review comments.
- 9) Protection of digital information or data supplied by CONSULTANT, if any, from contamination, misuse, or changes.

### **SERVICES TO BE EXCLUDED**

The COUNTY and CONSULTANT agree that the following items will be excluded from this scope. If these or any additional items are added to the CONSULTANT's scope of work, they will be considered extra services and require a negotiated fee and an Amendment to the contract.

- 1) Storm Water Pollution Prevention Plan (SWPPP) preparation.
- 2) No construction services are included in this proposal.
- 3) No topographic survey or boundary survey are included in this proposal.
- 4) No subsurface observations are included in this proposal.

### **COMPENSATION FOR SERVICES**

Compensation shall be in accordance with COUNTY agreement for this scope of work, for the maximum lump sum amount of **Seventy-one Thousand Four Hundred Thirty-two Dollars (\$71,432.00)**, in accordance with the *Mead & Hunt, Inc. Standard Billing Rate Schedule, 2025*, included as Exhibit B, *Attachment 3*.

This fee shall include labor, materials, expenses, and incidentals necessary to complete the work as described herein. An Engineering Design Cost Estimate is included as Exhibit B, *Attachment 2* to this scope. Payments will be made monthly based on the percentage of work complete.

End of Scope

Prepared and submitted by,

MEAD & HUNT, INC.



Teddy D. Ramil

Aviation Engineering Supervisor

**Attachments**

*Attachment 1 – Project Graphic*

*Attachment 2 – Engineering Design Cost Estimate*

*Attachment 3 – Mead & Hunt, Inc. Standard Billing Rates 2025*

*Attachment 4 – Mead & Hunt, Inc. Proposed Project Design Schedule*



**EXHIBIT B**

**COMPENSATION AND FEE SCHEDULE**

**Napa County Airport (APC)**  
**Runway 6-24 PCC Pavement Rehabilitation**  
**Engineering Design Cost Estimate**

Attachment 2 Date: 12/20/2024 - pg. 1/2

PHASES and TASKS	Meed & Hunt (labor hours and rates)											Subconsultant fee + 15% markup				Expenses			Total Combined Cost
	Senior Associate	Senior Project	Project Engineer/Project Manager	Senior Engineer	Engineer III	Engineer II	Engineer I	Technician IV	Administrative Assistant	Clerical	Total Meed & Hunt Labor Cost	NONE	Total Subconsultant Cost	Mileage (Per)	Meals (Per)	Reproduction and Shipping	Total Expenses Cost		
																		\$362	
<b>PHASE 1 - 90% DESIGN</b>																			
1.1 Project Management and Coordination																			
1.1.1 Prepare Contract and Project Setup	1		2					2											\$ 1,146.00
1.1.2 Prepare Schedule			2																\$ 520.00
1.1.3 Coordinate Internal Design Team			4																\$ 1,040.00
1.1.4 Coordinate Subconsultants - MC																			\$ -
1.1.5 Quality Control Program	1	2	2	1															\$ 1,002.00
1.1.6 Prepare Invoices			2						2										\$ 728.00
1.2 Project Meetings and Communication																			\$ -
1.2.1 Internal Project Kickoff Meeting			1.5	1	1	1		1											\$ 860.00
1.2.2 Project Kickoff Meeting with COUNTY			2	2	6	8													\$ 888.00
1.2.3 Site Investigation			7	6	2	2													\$ 4,156.00
1.2.4 Bi-Weekly Internal Progress Meetings			2	2	2	2													\$ 1,196.00
1.2.5 Monthly Progress Meetings with COUNTY			3	2	2	2													\$ 1,480.00
1.2.6 Present 90% Submittal to COUNTY			8	2	2	2													\$ 888.00
1.2.7 General Communication with COUNTY			8	4	4	8													\$ 2,080.00
1.3 90% Pavement Rehabilitation			2	4	4	16	8												\$ 2,488.00
1.4 Prepare 90% Plans			2	4	4	16	8												\$ 5,112.00
1.5 Prepare 90% Specifications																			\$ -
1.5.1 Bidding and Contract Documents			2				8												\$ 1,576.00
1.5.2 COUNTY General Provisions			1				1												\$ 392.00
1.5.3 Required Federal Contract Provisions			1				2												\$ 524.00
1.5.4 Project-Specific Special Provisions for Airport Construction			1	4	4	4	2												\$ 1,260.00
1.5.5 FAA Standard Specifications for Construction of Airports			2	6	6	6	4												\$ 2,152.00
1.5.6 Contractor's Material and Equipment Submittal Checklist			1				2												\$ 568.00
1.6 Prepare 90% Engineer's Design Report			1	4	4	4	4												\$ 2,140.00
1.7 Prepare 90% Cost Estimate																			\$ -
1.7.1 Calculate Estimated 90% Quantities			1	2	2	4													\$ 1,244.00
1.7.2 Prepare 90% Cost Estimate			1	2	2	4													\$ 628.00
1.8 Prepare FAA FORM 7460-1			0.5	1	1	4	2												\$ 578.00
1.9 Prepare 90% Construction Safety and Phasing Plan			2	4	4	4	4												\$ 2,400.00
1.10 Prepare 90% Submittal																			\$ -
1.10.1 Internal QA Review			4	2	2	4	4												\$ 2,776.00
1.10.2 Submit 90% Deliverables to COUNTY			2	2	2	2	2												\$ 1,152.00

Phase 1 Subtotal	1	5	59	0	51	0	49	12	32	2	\$	40,842.00	\$	-	\$	-	110	0	\$	10.30	\$	84.00	\$	40,726.00
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<b>Mapa County Airport (APC)</b> <b>Runway 6-24 PCC Pavement Rehabilitation</b> <b>Engineering Design Cost Estimate</b>																									
<b>PHASES and TASKS</b>																									
PHASES and TASKS	Mead & Hunt (labor hours and rates)										Subconsultant fee + 15% markup			Expenses				Total Combined Cost							
	Senior Associate	Senior Project Engineer	Project Engineer/Manager	Senior Engineer	Engineer III	Engineer II	Engineer I	Technician IV	Administrative Assistant	Clerical	Total Mead & Hunt Labor Cost	NONE	Total Subconsultant Cost	Mileage (Per Mile)	Meals (Per Meal)	Reproduction and Shipping	Total Expenses Cost								
	\$562	\$298	\$260	\$240	\$184	\$172	\$154	\$174	\$132	\$104		1		\$0.67		1									
<b>PHASE 2 - FINAL DESIGN</b>																									
2.1 Project Management and Coordination																									
2.1.1 Update Schedule			1																						
2.1.2 Coordinate Internal Design Team			2																						
2.1.3 Quality Control Program	1	1		1																					
2.1.4 Prepare Invoices		1								1															
2.2 Project Meetings and Communication																									
2.2.1 Bi-Weekly Internal Progress Meetings			1	1	1	1																			
2.2.2 Monthly Progress Meetings with COUNTY			1	1	1	1																			
2.2.3 General Communication with COUNTY			4																						
2.3 Prepare Final Plans		1		2	2	4																			
2.4 Prepare Final Specifications		4		4	4																				
2.5 Prepare Final Engineers' Design Report		1		2	2	2																			
2.6 Prepare Final Cost Estimate																									
2.6.1 Calculate Estimated Final Quantities			1	1	1	2																			
2.6.2 Prepare Final Cost Estimate			1	2	2	2																			
2.7 Prepare Final Construction Safety and Phasing Plan			1	2	2	2																			
2.8 Prepare Final Submittal																									
2.8.1 Internal QC Review			2	2	2	4																			
2.8.2 Submit Final Deliverables to COUNTY			2	2	2	2																			
Phase 2 Subtotal	0	1	24	0	20	0	17	8	14	1	\$	16,180.00	\$	-	\$	-	0	0	\$	-	\$	-	\$	16,180.00	
<b>PHASE 3 - BID ADMINISTRATION</b>																									
3.1 Project Management and Coordination																									
3.1.1 Update Schedule			2																						
3.1.2 Prepare Invoices			3							3															



**MEAD & HUNT, Inc.**  
**Standard Billing Rate Schedule**  
**Effective January 1, 2025**

**Standard Billing Rates**

• Clerical .....	\$104.00 / hour
• Technical Editor .....	\$138.00 / hour
• Accounting, Administrative Assistant .....	\$132.00 / hour
• Technician I, Technical Writer .....	\$122.00 / hour
• Technician II, Surveyor - Instrument Person .....	\$140.00 / hour
• Technician III .....	\$164.00 / hour
• Technician IV .....	\$174.00 / hour
• Senior Technician .....	\$216.00 / hour
• Engineer I, Scientist I, Architect I, Interior Designer I, Planner I .....	\$154.00 / hour
• Engineer II, Scientist II, Architect II, Interior Designer II, Planner II .....	\$172.00 / hour
• Engineer III, Scientist III, Architect III, Interior Designer III, Planner III .....	\$184.00 / hour
• Construction Resident Project Representative (RPR) .....	\$194.00 / hour
• Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Construction Manager .....	\$240.00 / hour
• Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner ....	\$260.00 / hour
• Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer Senior Project Planner .....	\$298.00 / hour
• Senior Associate, Principal, Senior Client / Project Manager .....	\$362.00 / hour

**Expenses**

- Geographic Information or GPS Systems ..... \$100.00 / day
- Out-Of-Pocket Direct Job Expenses..... cost plus 15%  
Such as reproductions, sub-consultants / contractors, etc.

**Travel Expense**

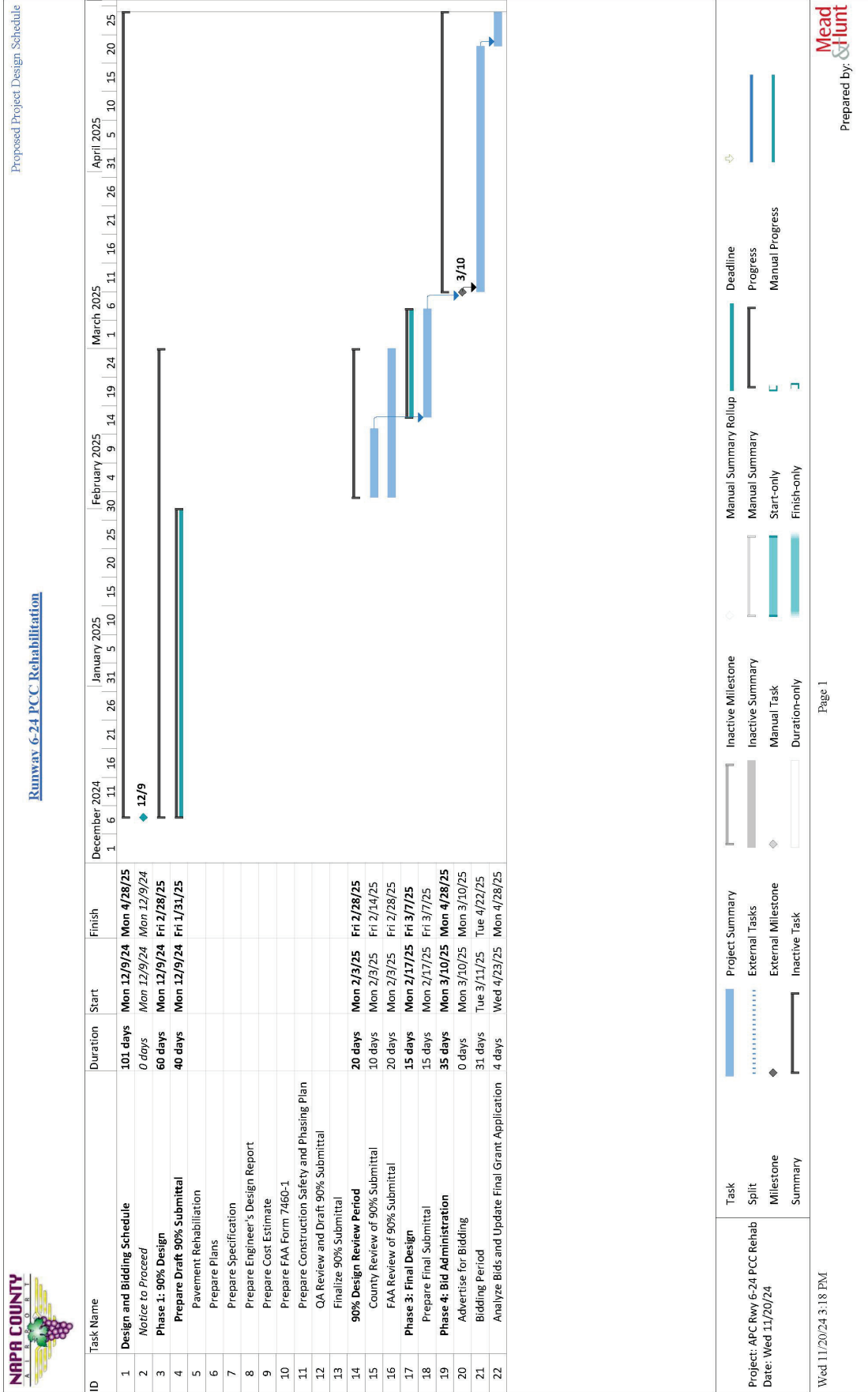
- Company or Personal Car Mileage..... \$ IRS rate / mile\*  
\* Rates will be charged at Current IRS rate
- Air and Surface Transportation..... cost plus 15%
- Lodging and Sustenance..... cost plus 15%

**Billing and 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, 2025, and will remain in effect until December 31, 2025, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

2025\_Current MH California rates



## EXHIBIT C

### INSURANCE REQUIREMENTS

**C.1 Workers Compensation Insurance.** To the extent required by law during the term of this Agreement, Consultant shall provide workers compensation insurance for the performance of any of Consultant's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Consultant shall provide County with certification of all such coverages upon request by County's Risk Manager.

**C.2 Liability Insurance.** Consultant shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

**C.2.1 General Liability.** Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Consultant or any officer, agent, or employee of Consultant under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

**C.2.2 Professional Liability/Errors and Omissions.** Professional liability (or errors and omissions) insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

**C.2.3 Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Consultant's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Consultant or Consultant's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person upon request.

**C.3 Certificates of Coverage.** All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

**C.3.1 Notice of Cancellation.** The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

**C.3.2 Multiple Insureds.** The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying 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 company's liability.

**C.3.3 Waiver of Subrogation and Additional Insured Endorsements.** For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Consultant shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Consultant shall file an endorsement waiving subrogation with the evidence of coverage.

**C.3.4 Additional Requirements.** The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Consultant not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Consultant under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

**C.4 Copies of Policies.** Upon request by County's Risk Manager, Consultant shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

**C.5 Deductibles/Retentions.** Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

## EXHIBIT D

### CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is “public works” subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Consultant and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

**D.1 Payment of Prevailing Wages.** Consultant and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

**D.1.1** Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Consultant and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

**D.1.2** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

**D.2 Penalties for Violations.** Consultant and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

**D.3 Payroll Records.** Consultant shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to

also comply with section 1776 to the extent they are performing public works. Consultant and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Consultant and all subcontractors shall also furnish the records to County at County's request. Consultant shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and County as required by this paragraph.

**D.3.1** If Consultant and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Consultant and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

**D.3.2** County may require Consultant and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

**D.4 Apprentices.** Consultant and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Consultant is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

**D.5 Working Hours.** Consultant and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Consultant and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of \$25 per worker per day pursuant to California Labor Code section 1813.

**D.6 Required Provisions for Subcontracts.** Consultant shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

**D.7 Labor Code Section 1861 Certification.** In accordance with California Labor Code section 3700, Consultant is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Consultant certifies that:

“I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

**D.8 Compliance Monitoring and Enforcement.** This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Consultant as directed by the DIR, pursuant to California Labor Code section 1727.

**D.9 Registration Requirements.** Consultant and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

**D.9.1** By signing the Agreement to which this is an Exhibit, Consultant is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

**D.9.2** County may ask Consultant for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Consultant shall provide the list within ten (10) working days of County's request.

**D.9.3** The registration requirement does not apply on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

**D.10 Stop Order.** Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

## EXHIBIT E

### FAA PROVISIONS

#### 1. GENERAL CIVIL RIGHTS PROVISIONS

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

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

#### 2. CIVIL RIGHTS – TITLE VI ASSURANCE

Compliance with Nondiscrimination Requirements:

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

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

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

- a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- f) Incorporation of Provisions: The Consultant will include the provisions of paragraphs a) through f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

3. **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

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

4. **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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