

NAPA COUNTY AGREEMENT NO. 260352B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 19th day of May, 2026, (“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 19th Hole Dr. Suite 200, Windsor, CA 95492, hereinafter referred to as “Consultant.”

RECITALS

- A. County wishes to obtain professional services in order to provide construction management services for the North GA Ramp Reconstruction Project at the Napa County Airport.
- B. Consultant was selected in May of 2021 to provide as-needed architectural, engineering, construction management and inspection services for a five-year period after a competitive process conducted pursuant to Request for Qualifications # AIR032101.
- 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.

2.5 Purchasing Agent's Authority. The County Purchasing Agent or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

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 rates shown in the compensation and 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 Six Hundred Two Thousand Two Hundred and Ninety-Two Dollars (\$602,292.00); 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, Consultant’s obligations under paragraph 5.1 shall be limited under Civil Code Section 2782.8 to claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant.

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.

7.5 FAA Provisions. Consultant shall comply with the “FAA Provisions” set forth in Exhibit E, attached hereto and hereby incorporated by reference.

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 19th 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. Contractor 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 Electronic Signatures and Counterparts. By executing this Agreement, all parties consent and agree that any electronic signature, as defined by Civil Code section 1633.2(h), affixed hereto shall have the full force and effect as a wet or manual signature. 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.

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 am approving this document
Date: 2026.05.01 15:36:41-07'00'

By *Alex Radovanovich* 2026.05.01 09:53:23-07'00'
ALEX RADOVANOVICH, Civil Engineer/Manager

NAPA COUNTY, a political subdivision of the State of California

By _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Sabrina S. Wolfson</u> Deputy County Counsel Date: <u>May 1, 2026</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
---	--	--

EXHIBIT A SCOPE OF SERVICES

The CONSULTANT's scope of work for the Project will be phased as follows (and so referenced)

- Phase 1 Pre-Construction Services
- Phase 2 Construction Administration Services
- Phase 3 Construction Observation
- Phase 4 Material Testing
- Phase 5 Biological Monitoring Services – *Not in Contract (NIC)*
- Phase 6 Post-Construction Services

The scope of work will depend on whether the County includes one or more of the bid alternates in the construction project. Italicized language is added where additional effort is needed for the bid alternates.

* *Denotes additional effort is needed for Bid Alternate 1 efforts*

The services to be provided by CONSULTANT under each of these phases and the associated tasks are described as follows:

PHASE 1 PRE-CONSTRUCTION SERVICES

1.1 PHASE 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 process the contract between the CONSULTANT and the COUNTY. Administrative staff will also setup the internal Project database for finance tracking.
- 1.1.2 Prepare Schedule
The PM will prepare a coordination schedule upon receiving the Notice to Proceed (NTP) from the COUNTY. This schedule will only show major milestones to facilitate overall coordination of the Project. The Contractor will be responsible for submitting a detailed construction schedule with work activities.
- 1.1.3 Prepare Project Management Plan (PMP)
The PM will prepare a PMP that will address the following Project elements: Vision and Objectives, Project Team Roles and Responsibilities, Document Distribution Plan, Communications Plan, Quality Control Plan, and Change Management Plan. The PM will use the PMP as a tracking tool for the various elements throughout the Project.
- 1.1.4 Coordinate CONSULTANT Team
The PM will assign team members to the Project for office CA activities and assign an RPR to the Project for day-to-day field observation activities. The PM will coordinate with the RPR to plan construction activities and identify additional

team members if needed to support the RPR.

1.1.5 Coordinate Subconsultant(s)

The PM will prepare subcontract / work order for the subconsultant(s) upon receiving the NTP from the COUNTY. Once subcontract(s) / work order(s) is/are executed, the PM will coordinate subconsultant work efforts, arrange for airport badges, and discuss site access restrictions and requirements.

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 percentage complete for each item. The PM will also review subconsultant invoices. It is anticipated that seven (7) invoices will be prepared during Phase 1.

1.1.7 Scope Development

The CONSULTANT will develop a scope of services and fee proposal for the PROJECT and negotiate a scope of services, fee proposal, and agreement for subconsultants.

The CONSULTANT will submit the initial project scope of services electronically to the COUNTY and the FAA for review and comment. The CONSULTANT will revise the scope of services and send it electronically along with a blank fee spreadsheet in Excel format to the COUNTY for establishment of an independent fee estimate as required by *Section 300 – Procurement of Professional Services*, of the AIP Sponsor Guide.

Transmittal to an optional third-party consultant for the independent fee estimate (IFE) will be the responsibility of the COUNTY. The IFE will be a separate contract managed by the COUNTY. The CONSULTANT will not have contact with the IFE consultant.

Once the IFE is complete, the CONSULTANT will provide the cost proposal and the PM will work with the COUNTY to clarify the scope and fee if the project, or any task, is outside of the 10% standard margin as defined in FAA AC 150/5100-14E, *Architectural, Engineering, and Planning Consultant Services*, Section 2.14.3.

COUNTY shall keep a record of negotiations as required by FAA AC 150/5100-14E.

1.2 PHASE 1 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 Pre-Mobilization Coordination Meeting

The CONSULTANT will arrange for and conduct a pre-mobilization coordination

meeting. The purpose of this meeting will be to establish initial communication with the CONSULTANT, COUNTY, and Contractor team, and discuss expectations for the Mobilization Element. The meeting is anticipated to be conducted virtually and will be attended by the CONSULTANT, COUNTY, Contractor, and subcontractors. Up to two

(2) members from the CONSULTANT team will attend (expected to be PM and RPR). As stated herein, it is anticipated that a winter shutdown will occur. The subsequent pre-construction conference will not be scheduled until a known construction start date is established.

1.2.2 Pre-Construction Conference

The CONSULTANT will arrange for and conduct the pre-construction conference. The purpose of this conference is to review FAA and Project-specific requirements prior to commencing construction. The conference is anticipated to be conducted at the Airport and will be attended by the CONSULTANT, MPEG (sub), COUNTY, representatives of FAA Airports District Office (if possible), Contractor, subcontractors, and Airport tenants affected by construction. The conference will include the following sub-tasks:

- a. The CONSULTANT will schedule the conference and prepare an agenda to support the meeting, as well as presentation materials to illustrate the Project work areas (as necessary).
- b. The CONSULTANT will obtain and review the Project construction schedules from the Contractor prior to presentation at the pre-construction conference. The COUNTY will be provided with copies of the construction schedules.
- c. The CONSULTANT will preside at the pre-construction conference, prepare a record of the conference, submit meeting minutes to the COUNTY for review and comment, and distribute the final meeting minutes to attendees. Up to two (2) members from CONSULTANT team will attend (PM and RPR). A representative from the MPEG will also attend.

1.2.3 Quality Control (QC) / Quality Assurance (QA) Workshop

The CONSULTANT will arrange for and conduct a QC/QA workshop in accordance with Project Specification Item C-100. A separate meeting agenda and minutes will be prepared for the QC/QA workshop. The meeting is anticipated to be conducted at the Airport and will be attended by the CONSULTANT, Materials Testing Subconsultant, COUNTY, representatives of FAA Airports District Office (if possible), Contractor, subcontractors, and the Contractor's QC testing firm. Up to two (2) members from the CONSULTANT team will attend (PM and RPR). A representative from the MPEG will also attend.

1.2.4 General Communication with COUNTY and Contractor

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

1.3 PREPARE PROJECT DOCUMENTATION

The CONSULTANT will review / prepare the following Project documentation:

The CONSULTANT will review the construction contract, which will include checking that the Contractor has provided proof of insurance and the required bonds.

- a. The CONSULTANT will assist the COUNTY in preparing NTP letters for both the Mobilization and Construction elements.
- b. The CONSULTANT will set up templates for Project documentation on CONSULTANT standard forms or COUNTY-provided forms as applicable. Documentation will include, but is not limited to, submittal review forms, weekly FAA reports, weekly working day reports, RFIs, RFCPs, field directives, contract change orders, non-compliance notices, and applications for payment.
- c. The CONSULTANT will assemble and provide the Contractor with CAD files if requested (upon receipt of CONSULTANT-provided disclaimer form signed by Contractor).

* *If Bid Alternate 1 is awarded, additional effort will be required.*

1.4 PREPARE CONSTRUCTION SET

The CONSULTANT will prepare an issued-for-construction plan set. The plan set will be based on the bid set prepared during the design contract, but will also incorporate addenda issued during bid administration, as well as data obtained from Contractor site investigations during the Mobilization Element, such as grade verification and electrical investigation. Significant changes to the plan set beyond the items described herein will not be included. The construction set will be stamped and signed by the Engineer-of-Record responsible for stamping the bid set.

* *If Bid Alternate 1 is awarded, additional effort will be required.*

1.5 PREPARE CONSTRUCTION MANAGEMENT PLAN (CMP)

The CONSULTANT will obtain the Contractor's QC Plan and will subsequently prepare the CMP. The CMP combines data from the QC Plan with information of Project responsibilities from the COUNTY and CONSULTANT. The CMP will outline the submittal requirements and materials testing requirements, as set forth in the construction documents and contained in FAA Advisory Circular (AC) 150/5370-10H, *Standard Specifications for Construction of Airports*. The CMP will summarize the types and frequency of testing required for quality acceptance, in addition to the credentials of those performing the testing. A preliminary copy of the CMP will be submitted to the COUNTY and FAA for approval. After COUNTY and FAA review, the CMP will be revised if needed and issued to the Contractor for use during the Project.

* *If Bid Alternate 1 is awarded, additional effort will be required.*

PHASE 1 DELIVERABLES

- 1) Pre-Construction Conference Meeting Minutes – electronic files to COUNTY and attendees
- 2) QC/QA Workshop Meeting Minutes – electronic files to COUNTY and attendees

- 3) Construction Set – electronic files to COUNTY and Contractor
- 4) CMP – electronic files to COUNTY, FAA, and Contractor

PHASE 2 CONSTRUCTION ADMINISTRATION (CA) SERVICES

2.1 PHASE 2 PROJECT MANAGEMENT AND COORDINATION

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

2.1.1 Schedule Coordination

Throughout construction, the CONSULTANT will review the weekly progress schedules submitted by the Contractor, and coordinate with the COUNTY and Contractor on tracking overall timeline of the Project. The CONSULTANT will also coordinate with the COUNTY, Contractor, and subconsultants on daily work hours and site access logistics. Up to seventeen (17) weekly progress schedules are anticipated for the Project.

** If Bid Alternate 1 is awarded, seven (7) additional weekly progress schedules are anticipated.*

2.1.2 Coordinate PMP Updates

The PM will continue to coordinate and monitor PMP during Phase 2.

2.1.3 Coordinate CONSULTANT Team

The PM will assign responsibilities to office staff to complete the documentation efforts described herein. The PM will also communicate with the RPR on a regular basis to monitor progress in the field. As part of this effort, the PM will create and maintain a detailed construction checklist for the RPR to keep track of action items, quantities, production rates, and contractor compliance with Plans and Specifications. The PM will also review daily reports prepared by the RPR.

** If Bid Alternate 1 is awarded, additional effort will be required.*

2.1.4 Coordinate Subconsultant

The PM will coordinate with the MPEG to schedule site visits and tests. The PM will also review field and lab test results and discuss recommendations provided by the subconsultants.

** If Bid Alternate 1 is awarded, additional effort will be required.*

2.1.5 Prepare Invoices

The PM will continue to maintain the Project budget spreadsheet and prepare invoices as defined in Phase 1. It is anticipated that four (4) invoices will be prepared during Phase 2.

** If Bid Alternate 1 is awarded, two (2) additional invoices are anticipated.*

2.2 REVIEW MATERIAL SUBMITTALS FOR COMPLIANCE

The CONSULTANT will review Contractor-submitted material cut sheets, mix designs, shop drawings, and certificates for compliance with Plans and Specifications. It is expected that up to twenty-eight (28) submittals will be provided by the Contractor for review. The scope assumes each submittal will require one (1) resubmittal due to incomplete or incorrect information by the Contractor. If more than one (1) resubmittal is required due to incomplete or incorrect information by the Contractor, the cost for the CONSULTANT to review the resubmittal will be the responsibility of the Contractor as stated in Specification Item SP-100. The CONSULTANT will also maintain a submittal checklist, and track dates of submission and review.

2.3 PHASE 2 PROJECT MEETINGS AND COMMUNICATION

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

2.3.1 Weekly Construction Progress Meetings

The CONSULTANT will conduct weekly meetings with the COUNTY and Contractor to discuss safety, schedule, work progress, action items, documentation, and other items as needed to keep construction on track. Subcontractors, subconsultant firms, and FAA representatives may also attend some of the meetings if appropriate. Up to fourteen (14) meetings are anticipated during Phase 2. The meetings are anticipated to be held in-person at a location near the job site. The RPR will attend each meeting in-person (as stated in Phase 3). The PM will also attend each meeting, either in-person or virtually as appropriate for the work being performed that week. The CONSULTANT will prepare an agenda and minutes to support each meeting.

** If Bid Alternate 1 is awarded, seven (7) additional meetings are anticipated.*

2.3.2 Site Visits During Construction

The CONSULTANT will conduct periodic site visits to review Project progress and monitor construction activities through substantial completion of the Construction Element. Up to five (5) site visits are expected during Phase 2. Up to two (2) members from the CONSULTANT team will attend each site visit (typically PM and Engineer II).

** If Bid Alternate 1 is awarded, two (2) additional site visits are anticipated.*

2.3.3 General Communication with COUNTY and Contractor

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

** If Bid Alternate 1 is awarded, additional effort will be required.*

2.4 WEEKLY CALENDAR-DAY REPORTS

The CONSULTANT will prepare weekly calendar-day reports tracking contract time and submit to the Contractor for review. The reports will include days charged and documented weather, as well as identification of days not charged due to inclement weather or other

justified delays. Up to fourteen (14) calendar-day reports are anticipated for the Project.

** If Bid Alternate 1 is awarded, seven (7) additional calendar-day reports are anticipated.*

2.5 WEEKLY FAA PROGRESS REPORTS

The CONSULTANT will prepare weekly FAA reports documenting the progress of the Project. The reports will be based on FAA form 5370-1, *Construction Progress and Inspection Report*, and include days charged, weather summary, percent completion, work in progress for current week and following week, summary of material testing, and problem areas if applicable. The CONSULTANT will also attach photographs documenting work completed. The CONSULTANT will sign each report and send to FAA. Up to fourteen (14) weekly FAA progress reports are anticipated for the Project.

** If Bid Alternate 1 is awarded, seven (7) additional weekly FAA progress reports are anticipated.*

2.6 REQUESTS FOR INFORMATION (RFIs)

The CONSULTANT will prepare written responses, as necessary, to Contractor RFIs to clarify design intent. Depending on the RFI, the response may require review of documentation not included in the Contract Documents, as well as coordination with and review by additional CONSULTANT staff, COUNTY, or FAA. Up to ten (10) RFIs are expected for the Project.

** If Bid Alternate 1 is awarded, five (5) additional RFIs are anticipated.*

2.7 GENERAL FIELD COORDINATION

In addition to formal RFIs, the CONSULTANT will respond to various questions and concerns that arise in the field. Depending on the issue, the response may require review of documentation not included in the Contract Documents, as well as coordination with and review by additional CONSULTANT staff, COUNTY, or FAA.

** If Bid Alternate 1 is awarded, additional effort will be required.*

2.8 REQUESTS FOR COST PROPOSALS (RFCPs)

The CONSULTANT will prepare RFCPs if additional work is anticipated or desired, either due to unforeseen site conditions, COUNTY request for additional work, or other reasons as applicable. The RFCP(s) will include a description of change, quantity estimates, and exhibits as needed to illustrate the change. The CONSULTANT will send the RFCP to the Contractor to provide a cost proposal. The CONSULTANT and the COUNTY will then review the cost proposal to determine if it is reasonable and follow up with negotiations, as necessary. The CONSULTANT will communicate the proposed change and cost to the FAA for their concurrence prior to authorizing the work. Depending on the determination, the CONSULTANT will prepare a field directive or change order as described below. Up to seven (7) RFCPs are expected for this Project.

** If Bid Alternate 1 is awarded, five (5) additional RFCPs are anticipated.*

2.9 FIELD DIRECTIVES

The CONSULTANT will prepare field directives as necessary to formalize direction that are not otherwise stated in the Project Plans or Specifications, or in a response to an RFI. Following the RFCP process above, the CONSULTANT will prepare a field directive authorizing the Contractor to proceed with work as described. The field directive will include a description of change, quantity estimates, and the related RFCP as applicable. If the field directive results in a change of quantities or cost, it will be followed with a change order as described below. Up to ten (10) field directives are expected for the Project.

** If Bid Alternate 1 is awarded, five (5) additional field directives are anticipated.*

2.10 CONTRACT CHANGE ORDERS (CCOs)

Following the RFCP and field directive processes, the CONSULTANT will prepare CCOs to formalize the change to the Contract cost. The CCO will consist of both a County-standard form, and a CONSULTANT-prepared form that follows the guidance of FAA Standard Operating Procedure (SOP) 7.00, *Airport Improvement Program Construction Project Change Orders*. The County and FAA forms will include a table of the bid items that changed in quantity, or new bid items that were created to capture the CCO cost. The FAA form will also include additional pages containing the FAA-required justification items in accordance with SOP 7.00. Documentation to support the CCO will be attached to the forms, including but not limited to RFCPs, field directives, Contractor time-and-expense reports, emails, and exhibits. CCOs will be submitted to the COUNTY and Contractor for review and signature and then the FAA forms will be submitted to the FAA by the CONSULTANT or the COUNTY. CCOs that require new design elements are not included in this scope of services. Up to seven (7) County CCOs and four (4) FAA CCOs are anticipated for the Project.

** If Bid Alternate 1 is awarded, up to three (3) additional County CCOs and two (2) FAA CCOs are anticipated.*

2.11 REVIEW OF QC/QA TEST RESULTS

The CONSULTANT will review test results provided by the Contractor and MPEG to determine conformance with the Project Plans and Specifications. If test results are failing, the CONSULTANT will coordinate with the COUNTY and Contractor to establish corrective actions. Depending on the nature of the testing, the CONSULTANT may need to coordinate with the FAA to determine appropriate actions.

** If Bid Alternate 1 is awarded, additional effort will be required.*

2.12 MONTHLY APPLICATIONS FOR PAYMENT

The CONSULTANT will track quantities on a weekly basis, based on RPR daily reports, and share with the Contractor for concurrence. At the beginning of each month, the CONSULTANT will review progress billings submitted by the Contractor, prepare applications for payment using CONSULTANT standard forms, and submit to the COUNTY for processing. The CONSULTANT will maintain a tracking spreadsheet with the bid items, showing work complete for previous periods, current period, and total to date. This spreadsheet will be attached to the application for payment each month. An explanation of

variation between the contract and pay quantities (if any) will be provided. A subcontractor and tracking of DBE payments form will also be assembled and tracked as part of the pay application. FAA eligibility and delineation between FAA eligible portions and COUNTY portions will be delineated on the pay application cover sheet. Up to nine (9) applications for payment are anticipated for the Project.

** If Bid Alternate 1 is awarded, five (5) additional applications for payment are anticipated.*

2.13 SUBSTANTIAL COMPLETION WALK-THROUGH AND DOCUMENTATION

2.13.1 Substantial Completion Walk-Through

The CONSULTANT will schedule and conduct a walk-through with the COUNTY and the Contractor to determine whether the Project has reached substantial completion and verify that the work is in accordance with the Plans and Specifications. The CONSULTANT will document items found to be deficient and will provide the Contractor with a list of those items, as stated in 2.13.2 below. The walk-through will be scheduled to occur at the end of construction when the Contractor is still on-site and can easily mobilize to complete punch list items. The PM and the RPR will attend the walk-through (RPR attendance as described in Phase 3). It is anticipated that a follow-up walk-through will be needed to review punch list items completed after the initial walk-through. The RPR and COUNTY will observe the completed Project during final marking application, and the COUNTY will continue to monitor punch list items if needed after final marking application.

2.13.2 Punch List and Substantial Completion Letter

Prior to the substantial completion walk-through, the PM will coordinate with the RPR to identify punch list items. The CONSULTANT will prepare a punch list to define the deficient items and will continue to add and update items as they are identified and subsequently completed. The CONSULTANT will send each punch list update to the COUNTY and Contractor. Upon completion of the walk-through, the CONSULTANT will prepare a substantial completion letter summarizing the findings of the walk-through and outstanding items remaining for Project closeout; the letter will include the current version of the punch list items. The CONSULTANT will submit this letter to the COUNTY and Contractor.

** If Bid Alternate 1 is awarded, additional effort will be required.*

PHASE 2 DELIVERABLES

- 1) Review of Contractor Submittals – electronic files to COUNTY and Contractor
- 2) Weekly Construction Progress Meeting Minutes – electronic files to attendees
- 3) Weekly Working-Day Reports – electronic files to the COUNTY and Contractor
- 4) Weekly FAA Progress Reports – electronic files to the COUNTY and FAA
- 5) RFI Responses – electronic files to the COUNTY and Contractor
- 6) RFCPs – electronic files to the COUNTY and Contractor
- 7) Field Directives – electronic files to the COUNTY and Contractor

- 8) CCOs – electronic files to the COUNTY, Contractor, and FAA
- 9) Monthly Applications for Payment – electronic files to the COUNTY
- 10) Punch List and Substantial Completion Letter – electronic files to COUNTY and Contractor

PHASE 3 CONSTRUCTION OBSERVATION

3.1 DAILY CONSTRUCTION OBSERVATION

This task will include construction observation, coordination of material testing during construction, and on-site construction administration for the duration of the Project. A Construction Manager (CM) / RPR will be assigned to this Project. The CM/RPR will have experience with civil improvement projects as required for the Project. The CM/RPR will work with the PM to oversee the construction progress throughout the Project. The duration for the Construction Element is anticipated to be 69 contractual calendar days (68 days for Base Bid and 1 day for Final Marking Application). There will be approximately 30 calendar days between completion of the Base Bid work and the Final Marking Application to allow for a pavement cure period (the exact number of days is dependent on the completion date of asphalt paving and surface treatment). The scope of work assumes Contractor will not work during the cure period. The budget for construction observation has been developed based upon the Contractor working 51 weekday shifts and 6 weekend shifts, with 3 additional days allotted for the CM/RPR (1.5 days) at the beginning and (1.5 days) at the end of construction for set-up and clean-up of field office, for a total of 60 shifts.

The COUNTY has asked to budget less overtime hours than what was assumed in the original scope of work submitted on March 3, 2026. For this revision of the scope, the average length of shift is assumed to be 9.5 hours. This revision of the scope also assumes the RPR 2 mentioned below will be able to cover 6 weekday shifts for the CM/RPR so that the CM/RPR will be able to work the 6 weekend shifts without working 6 days in a given week. This reduces the number of shifts for CM/RPR to 54 shifts.

It is anticipated that the CM/RPR will need support during key-work activities (such as paving operations and electrical installations). The PM will designate supporting RPRs (RPR 2) as necessary to support the CM/RPR in the field. Up to 5 supporting shifts (8 hours) and 6 weekday coverage shifts (9.5 hours) are anticipated for the supporting RPR 2, in addition to the 54 shifts for the CM/RPR.

Additional calendar days are allotted for the Construction Element of the Bid Alternates. The additional days are as follows, Bid Alternate 1 – 47 days, Bid Alternate 2 – 2 days, Bid Alternate 3 – 7 days.

** If Bid Alternate 1 is awarded, 30 additional weekday shifts and 5 additional weekend shifts are anticipated for the CM/RPR, up to 3 additional supporting shifts and 5 additional weekday coverage shifts are anticipated for the supporting RPR.*

The CM/RPR and RPR 2 will perform construction observation services including (as applicable), but not limited to, the following:

- a. Prepare daily reports to record the construction history of the Project. The reports will be made available to the COUNTY upon request for review during inspections or visits.

The daily reports will include, but not be limited to, the following information: weather conditions, number of Contractor / subcontractor personnel and major equipment onsite, general location of work, description of work items, estimated quantities, safety items, materials delivered, delays / issues (if applicable), QC/QA tests performed, failed tests (if any) and action taken, instructions to Contractors, record of visitors to Project and verbal or written instructions given, record of telephone conversations and any verbal instructions received or authorizations granted, engineering field force activity and hours worked, and detailed log of work completed throughout the day.

- b. Review and check layout and surveys conducted by the Contractor in accordance with the Plans and Specifications.
- c. Review construction activities for compliance with Plans and Specifications.
- d. Respond to Contractor questions that arise in the field and communicate with PM to coordinate direction.
- e. Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.
- f. Assist office staff with RFI review as applicable based on communication with Contractor regarding site conditions.
- g. Review field measurements.
- h. Monitor the Contractor's compliance with the CSPP and immediately bring any non-compliance issues to the attention of the Contractor and the COUNTY.
- i. Monitor Contractor's compliance with the Contractor's QC Program.
- j. Assist PM in coordinating MPEG to perform QA testing as stated in Phase 4. Communicate with Contractor to facilitate the scheduling of QC testing.
- k. Attend weekly construction progress meetings as stated in Phase 2.
- l. Provide field information for office staff to prepare weekly FAA progress reports as stated in Phase 2.
- m. Conduct labor interviews to monitor Contractor's compliance with paying employees, in accordance with the Davis-Bacon Act requirements, and provide to COUNTY for certified payroll review.
- n. Provide field information for office staff to prepare RFCPs, field directives, and CCOs as stated in Phase 2.
- o. Assist in preparing applications for payment as described in Phase 2. Throughout construction, the CM/RPR and RPR 2 will check quantities as work is performed and communicate with the Contractor to establish quantities that will be included in monthly progress billings.
- p. Work with Contractor to markup construction Plans with field changes if applicable and provide to office staff to prepare Record Drawings as described in Phase 6.
- q. Receive from Contractor and review the required maintenance and operating instructions, schedules, guarantees, bonds, inspection certificates, tests, approvals, and other relevant documents.
- r. Identify punch list items in advance of the substantial completion walk-through to

- support preparation of punch list as stated in Phase 2.
- s. Attend the substantial completion walk-through as stated in Phase 2.

PHASE 4 MATERIAL TESTING

4.1 MATERIAL TESTING

The material testing services will be performed by subconsultant MPEG in conformance with the Project Specifications. The CONSULTANT will be responsible for coordinating and scheduling QA material testing with MPEG throughout the construction duration.

MPEG will perform necessary acceptance tests in accordance with the cited requirements and standard methods of FAA, ASTM, and AASHTO; record test results on the appropriate forms; prepare a summary and disposition of testing and material inspection; record deviating tests; conduct material inspections and acceptance tests required by the FAA and observe and evaluate such tests made by the Contractor in the field and laboratory as necessary in accordance with Plans and Specifications; and monitor Contractor's performance of the required quality control tests and furnish copies of test reports to the CONSULTANT, for CONSULTANT to provide to the COUNTY. Any non-compliance issues shall immediately be reported to the Contractor and COUNTY.

This scope assumes the following material testing and construction administration support.

- a. Review Contractor-submitted QC program and (as necessary) submittals.
- b. Attend pre-construction conference and QC/QA workshop.
- c. Conduct site visits, provide recommendations, and perform testing for the following Items as described in the Project Specifications:
 - (1) Item SP-100, Section 100-1.28, Subgrade Stabilization:
 - Visit site to observe condition of soil during excavation and make recommendations as necessary regarding the stabilization of subgrade material. Monitor Contractor methods in performing in-place drying and stabilizing subgrade as recommended (up to three site visits anticipated).
 - (2) Item P-155, Lime-Treated Subgrade:

Visit site to evaluate existing subgrade / aggregate base mixture to be treated with lime. Work with the CONSULTANT and Contractor to provide recommendations on the appropriate percentages of lime if changes are needed for differing subgrade conditions (one site visit is anticipated).

 - Visit site to obtain sample of lime-treated material for compaction testing (one site visit is anticipated).
 - Visit site to perform field density testing if needed to supplement QC testing (one site visit is anticipated).
 - (3) Item P-209, Crushed Aggregate Base Course:
 - Visit site to obtain sample of aggregate base for compaction testing (one site visit is anticipated).

- Visit site to perform field density testing if needed to supplement QC testing (one site visit is anticipated).
- (4) Item P-401, Asphalt Mix Pavement:
- Review Contractor-submitted mix design for P-401 Asphalt Mix Pavement.
 - Attend pre-paving meeting.
 - Visit site to monitor production paving (including checking paving method, temperature, rolling, and joint construction), perform random sampling for cores to be taken by Contractor; perform QA lab testing (up to five days of paving are anticipated).
 - Produce test reports for each lot.
 - Furnish a QA testing laboratory accredited in accordance with ASTM D3666. The QA laboratory accreditation will be current and listed on the accrediting authority's website. Test methods required for acceptance sampling and testing will be listed on the lab accreditation.
- (5) Item P-501, Cement Concrete Pavement:
- Review Contractor-submitted mix design for P-501, Cement Concrete Pavement.
 - Have someone on-site each day concrete is placed to perform QA testing required per section 501-6.1 through 501-6.5 of the Technical Specification. QA testing includes slump, air, temperature, unit weight and strength tests. Assume 2 – 4 samples and associated tests.
 - Produce test reports for each day concrete is placed and lab testing performed. Reports will be submitted to CONSULTANT.
 - Furnish a QA testing laboratory accredited in accordance with ASTM C1077. The QA laboratory accreditation will be current and listed on the accrediting authority's website. Test methods required for acceptance sampling and testing will be listed on the lab accreditation.
- (6) Item P-610, Concrete for Miscellaneous Structures:
- Review Contractor-submitted mix design for P-610 Concrete for Miscellaneous Structures.
 - Have someone on-site each day concrete is placed to perform QA testing required per section 610-4.1 of the Technical Specification. QA testing includes slump tests and compressive strength tests. Assume two days of concrete placement.
 - Produce test reports for each day concrete is placed and lab testing performed. Reports will be submitted to CONSULTANT.
 - Furnish a QA testing laboratory accredited in accordance with ASTM C1077. The QA laboratory accreditation will be current and listed on the accrediting authority's website. Test methods required for acceptance sampling and testing will be listed on the lab accreditation.
- d. Prepare final QA report summarizing and assembling the field and lab tests performed herein.

** If Bid Alternate 1 is awarded, additional effort will be required.*

PHASE 4 DELIVERABLES

- 1) Quality Acceptance Reports – Electronic files to COUNTY and Contractor

PHASE 5 BIOLOGICAL MONITORING

- 5.1 Biological Monitoring - NIC

PHASE 6 POST-CONSTRUCTION SERVICES

6.1 PHASE 6 PROJECT MANAGEMENT

Project management tasks during Phase 6 will consist of the following:

6.1.1 Update Schedule

The schedule created during Phase 1 will be updated to show Project closeout milestones.

** If Bid Alternate 1 is awarded, additional effort will be required.*

6.1.2 Coordinate PMP Updates

The PM will continue to coordinate and monitor PMP during Phase 6.

** If Bid Alternate 1 is awarded, additional effort will be required.*

6.1.3 Coordinate CONSULTANT Team

The PM will assign responsibilities to office staff to complete the documentation efforts described herein. The PM will also coordinate with the RPR to provide field data to complete the documentation efforts described herein.

** If Bid Alternate 1 is awarded, additional effort will be required.*

6.1.4 Coordinate with Subconsultants

The PM will coordinate with subconsultants to complete final reports.

** If Bid Alternate 1 is awarded, additional effort will be required.*

6.1.5 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 6.

6.2 PHASE 6 COMMUNICATION

The CONSULTANT will communicate with the COUNTY and Contractor throughout Phase 6 as needed via phone call or email.

** If Bid Alternate 1 is awarded, additional effort will be required.*

6.3 RECORD DRAWINGS

The RPR and Contractor will coordinate throughout construction to document field

constructed conditions, encountered existing utilities, and markup the construction Plans as stated in Phase 3. Upon completion of construction, the CONSULTANT will prepare the Record Drawings using AutoCAD Civil 3D 2020, by updating the drawing files created during design. The Drawings will become record information. The CONSULTANT will provide the COUNTY with a set of reproducible Record Drawings in digital format.

** If Bid Alternate 1 is awarded, additional effort will be required.*

6.4 FINAL CONSTRUCTION REPORT (FCR)

Upon completion of construction, the CONSULTANT will prepare and assemble the FCR in conformance with FAA standards and requirements. The contents of the report will include, but are not limited to, the following:

- a. Project Description and Overview
- b. Project Personnel
- c. Contract Award and NTP (Including Bid Tabulation, Contract, and NTP Letters as Appendices)
- d. Project Timeline
- e. Summary of Work Accomplished (Including Table of Work Activities and Weeks Performed, as well as weekly FAA progress reports as Appendix)
- f. Contract Time
- g. Labor Provisions
- h. COUNTY Administrative Costs
- i. Consultant Costs
- j. Force Account (if applicable)
- k. Construction Costs (including Final Application for Payment and CCOs as Appendices)
- l. Summary of DBE Utilization (including Contractor's DBE Utilization Form as Appendix)
- m. Buy American Provisions (including Submittal Checklist as Appendix)
- n. Construction Material Testing and Acceptance (including QC and QA Test Results as Appendices)
- o. Contactor's Statement of Completion (including Contractor's Letter of Completion and Warranty as Appendix)
- p. Record of Completion (including Substantial Completion Letter and COUNTY Notice of Completion as Appendices)
- q. FAA-Required County Certification of Final Construction Acceptance as Appendix. The COUNTY will sign this certification.
- r. Recommendations

The CONSULTANT will coordinate with the Contractor, COUNTY, and FAA to complete Project closeout activities and assemble the documents to be included in the FCR. The CONSULTANT will submit a draft version of the FCR for COUNTY review. Upon receipt of COUNTY review / comments, the CONSULTANT will finalize the FCR and submit to the COUNTY and FAA.

** If Bid Alternate 1 is awarded, additional effort will be required.*

- 6.5 AIRPORT LAYOUT PLAN (ALP) RECORD DRAWING UPDATE –*NIC*
The COUNTY will coordinate any updates to the ALP as part of a separate contract.
- 6.6 UPDATE AIRFIELD PAVEMENT MANAGEMENT SYSTEM (APMS) - *NIC*
It is understood that a full APMS is programmed for FY26.
- 6.7 UPDATE AIRFIELD SIGNAGE AND MARKING PLAN
The CONSULTANT will update the COUNTY's signage and marking plan to incorporate the updated run-up apron and pavement markings completed in this Project, including an 11x17 plan set and large-format poster.
- 6.8 AGIS AS-BUILT SURVEY – *NIC*
Due to the nature of Project improvements, an AGIS survey will not be performed as part of this Project.

PHASE 6 DELIVERABLES

- 1) Record Drawings – reproducible hardcopy and electronic files to COUNTY
- 2) FCR – electronic file to COUNTY and FAA
- 3) Signage and Marking Plan – reproducible hardcopy and electronic files (11x17 plans and poster)

SCHEDULE OF COMPLETION

Phases 1-5

The CONSULTANT will complete the work called for under Phases 1-5 on a schedule submitted by the Contractor and approved by the COUNTY.

Phase 6

The CONSULTANT will complete the work called for under Phase 6 within 30 working days of the receiving a copy of the Notice of Completion filed by the COUNTY.

SERVICES TO BE PROVIDED BY THE COUNTY AND EXCLUDED SERVICES

The COUNTY and CONSULTANT agree that the following items will be provided by the COUNTY or excluded from this scope and, if added to the CONSULTANT's work, will be considered as extra services and a negotiated fee will be established, and an Amendment prepared:

- 1) Issuing of Notices to Airmen (NOTAMs) and announcements regarding the impact of the Project on aviation activities.
- 2) Guaranteed access to and make provisions for the CONSULTANT to enter the Airport as required for the CONSULTANT to perform his work under this Agreement.
- 3) Examination of documents requested by the COUNTY and presented by the CONSULTANT

**Napa County Airport
North GA Ramp Reconstruction - Base Bid
Construction Administration Services (Revision 1 of Scope)** Date: 3/30/2025

PHASES and TASKS	Mead & Hunt (labor hours and rates)											Subconsultant fee + 15% markup	Expenses						Total Cost	
	Senior Associate	Senior Project Engineer	Project Engineer / Project Manager	OVERTIME Construction Manager / RPR	Construction Manager / RPR	OVERTIME RPR 2	RPR 2	Engineer III	Engineer I	Technician III	Project Assistant III	Miller Pacific Engineering Group	Mileage (Per Mile)	Rental Car (Per Day)	Lodging (Per Day)	Meals (Per Diem)	Meals (Per Meal)	Reproduction and Shipping		
	\$370	\$306	\$266	\$229	\$198	\$219	\$189	\$189	\$157	\$168	\$135	1	\$0.725	\$150	\$246	\$82	\$29	1		
2.12 Monthly Applications for Payment - Up to 9 Anticipated		2	8						12		4									\$ 5,164.00
2.13 Substantial Completion Walk-Through and Documentation																				
2.13.1 Substantial Completion Walk-Through			6										100				1	\$ 100.00	\$ 1,797.50	
2.13.2 Punch List and Substantial Completion Letter			4						4		1								\$ 1,827.00	
Phase 2 Subtotal	2	30	219	0	37	0	7	83	101	0	34	\$ -	600	0	0	0	21	\$ 600.00	\$ 114,601.00	
PHASE 3 - CONSTRUCTION OBSERVATION																				
3.1 Daily Construction Observation			77	432	9	88								85	85	81			\$ 162,884.00	
Phase 3 Subtotal	0	0	0	77	432	9	88	0	0	0	0	\$ -	0	85	85	81	0	\$ -	\$ 162,884.00	
PHASE 4 - MATERIAL TESTING																				
4.1 Material Testing												\$ 59,800.00							\$ 59,800.00	
Phase 4 Subtotal	0	0	0	0	0	0	0	0	0	0	0	\$ 59,800.00	0	0	0	0	0	\$ -	\$ 59,800.00	
PHASE 5 - BIOLOGICAL MONITORING																				
5.1 Biological Monitoring - Not in Contract (NIC)																			\$ -	
Phase 5 Subtotal	0	0	0	0	0	0	0	0	0	0	0	\$ -	0	0	0	0	0	\$ -	\$ -	
PHASE 6 - POST-CONSTRUCTION SERVICES																				
6.1 Phase 6 Project Management																				
6.1.1 Update Schedule			0.5																\$ 133.00	
6.1.2 Coordinate PMP Updates			0.5																\$ 133.00	
6.1.3 Coordinate CONSULTANT Team			3																\$ 798.00	
6.1.4 Coordinate Subconsultants			1																\$ 266.00	
6.1.5 Prepare Invoices			3								3								\$ 1,203.00	
6.2 Phase 6 Communication	2		16		10														\$ 6,976.00	
6.3 Record Drawings			4		4		4	8	16	24									\$ 10,668.00	
6.4 Final Construction Report (FCR)		1	10		2		2		20		6								\$ 7,690.00	
6.5 Airport Layout Plan (ALP) Record Drawing Update - NIC																			\$ -	
6.6 Update Airfield Pavement Management System (APMS) - NIC																			\$ -	
6.7 Update Airfield Signage and Marking Plan		1	2						4	4									\$ 2,138.00	
6.8 AGIS As-Built Survey - NIC																			\$ -	
Phase 6 Subtotal	2	2	40	0	16	0	6	8	40	28	9	\$ -	0	0	0	0	0	\$ -	\$ 30,905.00	
BASE BID BUDGET																			\$ 410,485.00	

Napa County Airport

North GA Ramp Reconstruction - Bid Alternate 1

Construction Administration Services (Revision 1 of Scope)

Date: 3/30/2016

PHASES and TASKS	Mead & Hunt (labor hours and rates)										Subconsultant fee + 15% markup	Expenses					Reproduction and Shipping	Total Cost	
	Senior Associate	Senior Project Engineer	Project Engineer / Project Manager	OVERTIME Construction Manager / RPR	Construction Manager / RPR	OVERTIME RPR 2	RPR 2	Engineer III	Engineer I	Technician III	Project Assistant III	Miller Pacific Engineering Group	Mileage (Per Mile)	Rental Car (Per Day)	Lodging (Per Day)	Meals (Per Diem)			Meals (Per Meal)
	\$370	\$308	\$286	\$229	\$198	\$219	\$189	\$189	\$157	\$168	\$135	1	\$0.725	\$150	\$246	\$92			\$29
PHASE 1 - PRE-CONSTRUCTION SERVICES																			
1.1	Phase 1 Project Management and Coordination																		
1.1.1	Prepare Contract and Project Setup																		
1.1.2	Prepare Schedule																		
1.1.3	Prepare Project Management Plan (PMP)																		
1.1.4	Coordinate CONSULTANT Team																		
1.1.5	Coordinate Subconsultant(s)																		
1.1.6	Prepare Invoices																		
1.1.7	Scope Development																		
1.2	Phase 1 Project Meetings and Communication																		
1.2.1	Pre-Mobilization Coordination Meeting																		
1.2.2	Pre-Construction Conference																		
1.2.3	Quality Control (QC) / Quality Assurance (QA) Workshop																		
1.2.4	General Communication with SPONSOR and Contractor																		
1.3	Prepare Project Documentation																		
1.4	Prepare Construction Set																		
1.5	Prepare Construction Management Plan (CMP)																		
Phase 1 Subtotal		0	1	4	0	1	0	0	8	14	10	9	\$ -	0	0	0	0	\$ -	\$ 8,173.00
PHASE 2 - CONSTRUCTION ADMINISTRATION (CA) SERVICES																			
2.1	Phase 2 Project Management and Coordination																		
2.1.1	Schedule Coordination - Up to 7 Additional																		
2.1.2	Coordinate PMP Updates																		
2.1.3	Coordinate CONSULTANT Team																		
2.1.4	Coordinate Subconsultant																		
2.1.5	Prepare Invoices - Up to 2 Additional																		
2.2	Review Material Submittals for Compliance																		
2.3	Phase 2 Project Meetings and Communication																		
2.3.1	Weekly Construction Progress Meetings - Up to 7 Additional																		
2.3.2	Site Visits During Construction - Up to 2 Additional																		
2.3.3	General Communication with SPONSOR and Contractor																		
2.4	Weekly Calendar-Day Reports - Up to 7 Additional																		
2.5	Weekly FAA Progress Reports - Up to 7 Additional																		
2.6	Requests for Information (RFIs) - Up to 5 Additional																		
2.7	General Field Coordination																		
2.8	Requests for Cost Proposals (RFCPs) - Up to 5 Additional																		
2.9	Field Directives - Up to 5 Additional																		
2.1	Contract Change Orders (CCOs) - Up to 5 Additional																		
2.11	Review of QC/QA Test Results																		

MEAD & HUNT, INC.
Standard Billing Rate Schedule
AVIATION - CALIFORNIA
Effective January 1, 2026

Standard Billing Rates

• Project Assistant II	\$107.00 / hour
• Project Assistant III	\$135.00 / hour
• Technical Editor III	\$138.00 / hour
• Technician I	\$125.00 / hour
• Technician II	\$143.00 / hour
• Technician III	\$168.00 / hour
• Technician IV	\$178.00 / hour
• Senior Technician	\$221.00 / hour
• Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$157.00 / hour
• Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$176.00 / hour
• Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$189.00 / hour
• Construction Resident Project Representative (RPR)	\$198.00 / hour
• Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Construction Manager	\$246.00 / hour
• Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$266.00 / hour
• Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer Senior Project Planner	\$306.00 / hour
• Senior Associate, Principal, Senior Client / Project Manager	\$370.00 / hour

Expenses

- Out-Of-Pocket Direct Job Expenses..... cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.
- Company or Personal Car Mileage \$ IRS rate / mile*
* Rates will be charged at Current IRS rate <https://www.irs.gov/tax-professionals/standard-mileage-rates>
- 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.

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. Contractor 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. Consultant 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. Contractor and all subcontractors shall also furnish the records to County at County's request. Contractor 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. Contractor 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

For purposes of this Exhibit “E,” “Contractor” shall mean Consultant, “Sponsor” and “Owner” shall mean the County and “Contract” shall mean this Agreement.

1. ACCESS TO RECORDS AND REPORTS

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

2. BREACH OF CONTRACT TERMS

If the value of the contract exceeds \$350,000, the following provision applies:

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor to correct the breach by the deadline indicated in the Owner’s notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

4. TITLE VI SOLICITATION NOTICE

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or Contract and be subject to any enforcement action as authorized by law.

5. Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- a) Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
- b) Non-discrimination: The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
- c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

- d) Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e) Sanctions for Noncompliance: In the event of a Contractor’s noncompliance with the Non-discrimination provisions of this Contract, the Sponsor will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a Contract, in whole or in part.
- f) Incorporation of Provisions: The Contractor 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 Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- 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) including amendments thereto;
- 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- 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 § 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;
- 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).

7. CLEAN AIR AND WATER POLLUTION CONTROL

if the value of this Agreement exceeds \$150,000, the following provision applies:

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed \$150,000.

8. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

If the value of this Agreement is more than \$100,000 and the Agreement involves the employment of mechanics, laborers watchmen or guards, the following provision applies:

- a) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of

work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this clause.

- c) Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this clause.
- d) Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this clause.

9. COPELAND “ANTI-KICKBACK” ACT

If the value of this Agreement exceeds \$2,000 and includes work that qualifies as construction, alteration, or repair, the following provision applies:

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

10. DAVIS-BACON REQUIREMENTS

If the value of this Agreement exceeds \$2,000 and includes work that qualifies as construction, alteration, or repair, the following provision applies:

- a) Minimum Wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

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

c) Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all

laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

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

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

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

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

d) Apprentices and Trainees.

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

subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

e) Compliance with Copeland Act Requirements.

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

f) Subcontracts.

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

g) Contract Termination: Debarment.

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

h) Compliance with Davis-Bacon and Related Act Requirements.

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

i) Disputes Concerning Labor Standards.

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

j) Certification of Eligibility.

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

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

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

11. CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT

If this Agreement is a "covered transaction" as defined in 2 CFR Part 180 (Subpart B), the following provision applies:

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

12. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

If this Agreement is a "covered transaction" as defined in 2 CFR Part 180 (Subpart B), the following provision applies:

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

- a) Checking the System for Award Management at website: <http://www.sam.gov>.

- b) Collecting a certification statement similar to the Certification of Contractor Regarding Debarment, above.
- c) Inserting a clause or condition in the covered transaction with the lower tier contract.

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

13. DISADVANTAGED BUSINESS ENTERPRISE

- a) The requirements of 49 CFR Part 26, including any amendments thereto, apply to this contract. It is the policy of the County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.
- b) Contract Assurance. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - 1)Withholding monthly progress payments;
 - 2)Assessing sanctions;
 - 3)Liquidated damages; and/or
 - 4)Disqualifying the Contractor from future bidding as non-responsible.
- c) Prompt Payment (49 CFR § 26.29). The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.
- d) Termination of DBE Subcontracts (49 CFR § 26.53(f)). The prime contractor must not terminate a DBE subcontractor listed in its proposal (or an approved substitute DBE firm) without prior written consent of the County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-

DBE firm, or with another DBE firm. The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent of the County. Unless County consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. The County may provide such written consent only if the County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53. Before transmitting to the County its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the County, of its intent to request to terminate and/or substitute, and the reason for the request. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the County may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

14. TEXTING WHEN DRIVING

If the value of this agreement exceeds \$15,000, the following provision applies:

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

16. FEDERAL FAIR LABOR STANDARDS ACT

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

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

17. CERTIFICATION REGARDING LOBBYING

If the value of this Agreement exceeds \$100,000, the following provision applies:

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

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

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

18. 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. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer 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 (29 CFR Part 1910). The employer 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.

19. PROCUREMENT OF RECOVERED MATERIALS

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

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

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

20. RIGHTS TO INVENTIONS

If this Agreement meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and this Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work, the following provision applies:

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

21. SEISMIC SAFETY

If this Agreement involves services related to the construction of new buildings or additions to existing buildings, the following provision applies:

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

22. CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

By signing this Agreement, the Contractor makes the following certifications:

1)The Contractor represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2)The Contractor represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

23. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

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

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

24. VETERAN'S PREFERENCE

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

25. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

Contractor certifies that, to the greatest extent practicable, the Contractor has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

26. PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

Contractor certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note). Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations. Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

27. FAA BUY AMERICAN PREFERENCE

If this Agreement includes providing a manufactured good as a deliverable under this Agreement, the following provision applies:

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The Contractor must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The Contractor certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The Contractor certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.