

NAPA COUNTY AGREEMENT NO. 240342B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of April, 2024, 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 business address is 1360 19th Hole Dr. Suite 200, Windsor, CA 95492, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to provide Construction Management services for the Taxiway K and Runway 19R Runup Apron Reconstruction Project at the Napa County Airport; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

TERMS

NOW, THEREFORE, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

1. Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2026, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed one additional year, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A", attached hereto in addition to the RFQ and CONTRACTOR's proposal, incorporated by reference herein. CONTRACTOR shall perform the Services, at minimum, in accordance with the legally-required standard of care, which is that level of skill and competence normally practiced by consulting professionals performing services of a similar nature in the same locale and faced with the same or similar facts and circumstances.

3. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the fixed price of Three Hundred Seventy-Seven Thousand Six Hundred Sixty-Nine Dollars (\$377,669) set forth in Exhibit "B", attached hereto and incorporated by reference herein.

(b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B-1".

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of Three Hundred Seventy-Seven Thousand Six Hundred Sixty-Nine Dollars (\$377,669) for professional services for the entirety of the contract and a total of Fifty Thousand Dollars (\$50,000) for any separately requested task orders for a total not to exceed contract amount of Four Hundred Twenty-Seven Thousand Six Hundred Sixty-Nine Dollars (\$427,669); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. Method of Payment.

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) Expenses. If the Agreement provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense, the date incurred. With the exception of per diem reimbursements, receipts must be attached.

(c) Fixed Price. If the Agreement provides for a fixed price, if CONTRACTOR presents interim invoices, CONTRACTOR must state the percentage of work completed, which must be verified by COUNTY, i.e., 35% design, 95% design, draft report, et cetera, at which time CONTRACTOR shall be paid the equivalent percentage of the fixed price.

(d) CONTRACTOR shall submit invoices not more often than monthly to the Airport Manager who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit "C".

(e) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Airport Manager upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR 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 following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following 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:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) 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 CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

(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 CONTRACTOR'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 CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), 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 CONTRACTOR with the COUNTY's Risk Manager prior to commencement of performance of any of CONTRACTOR's duties.

(1) 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 or other termination, or material change and 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.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR 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 CONTRACTOR 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.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR 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.

(d) Deductibles/Retentions. The County has reviewed and approved CONTRACTOR'S deductible amounts. Changes to CONTRACTOR's deductible amounts shall be considered a material change, subjecting CONTRACTOR to the notice provisions hereinabove. Any deductible change shall 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 CONTRACTOR 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 CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

8. Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless the COUNTY and its officers, agents, employees, volunteers or 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), including but not limited to COUNTY employees, and the public, or damage to the property of any person or entity, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of CONTRACTOR includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. 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, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. Termination for Cause. If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. Other Termination. This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided,

however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. Disposition of, Title to and Payment for Work Upon Expiration or Termination.

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. **No Waiver.** 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.

13. **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.

<u>COUNTY</u>	<u>CONTRACTOR</u>
Napa County Airport	Mead & Hunt, Inc.
2000 Airport Road	1360 19 th Hole Dr.
Napa, CA 94558	Windsor, CA 95492

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein.

CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

- (a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.
- (b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective June 20, 2017.
- (c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.
- (d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.
- (e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. **Confidentiality.**

- (a) **Maintenance of Confidential Information.** Confidential information is defined as all information disclosed to CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its Airport Manager. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and

descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY. Notwithstanding anything to the contrary herein, one archive copy of Confidential Information or documents containing Confidential Information may be retained by legal counsel of CONTRACTOR for the sole purpose of identifying its obligations under this Agreement and any copy may be retained pursuant to any statute, regulation, administrative opinion or any similar legal requirement or to evidence compliance with a professional duty. Any retained copy shall be held pursuant to the confidentiality protections of this contract, which obligations shall survive the expiration or termination of this Agreement.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR. Additionally, CONTRACTOR shall only access, use or disclose County Protected Information if such access, use, or disclosure is expressly permitted by the terms of its agreement with County. Any other access, use or disclosure of County Protected Information is prohibited. Examples of prohibited accesses, uses and disclosures include, but are not limited to: the removal of confidential files, documents or devices containing County Protected Information from a County facility; the unauthorized transmission of County Protected Information via email, fax or other means; and the discussion of such information with other individuals (including other CONTRACTOR or County employees) who do not have a County approved business reason to obtain the information.

(2) CONTRACTOR shall ensure that its staff and any third party organizations or individuals that it engages to perform services in conjunction with the terms of this agreement are trained to its privacy and security policies, as well as Paragraph 15 of this agreement; and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CONTRACTOR agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information that it becomes aware of. This includes instances wherein CONTRACTOR encounters unsecured Protected Information in areas where CONTRACTOR employees are performing services.

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

16. No Assignments or Subcontracts.

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Airport Manager.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. Amendment/Modification. Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. CONTRACTOR shall not perform any services outside the Scope of Services described in Exhibit "A" without the prior written approval of COUNTY.

18. Interpretation; Venue.

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The 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, a unified court. The 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 lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. Compliance with Laws. CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political

affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

(d) Prevailing Wages.

(1) Affected Work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing Wages Rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll Records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less

than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is \$30,000 or more.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR 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 its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required

by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

24. Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

25. Attorney's Fees. In the event that 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.

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

27. 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.

28. Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute on and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of "pdf" format data file, such signatures shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature were an original thereof.

29. Special Terms and Conditions.

(a) CONTRACTOR shall adhere to the special terms and conditions set forth in Exhibit "D", FAA document entitled "Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors" and any other applicable federal, state, or local requirements subsequently deemed applicable to the work completed in connection with this Agreement.

(b) CONTRACTOR shall document all work done in connection with this Agreement and as required by the FAA and/or the PROJECT MANAGER.

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

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

MEAD & HUNT, INC

By 
SCOTT VAN GOMPEL, Vice President

By 
Jeff Leonard Digitally signed by Jeff Leonard
DN: CN=Jeff Leonard
Reason: I am approving this document
Date: 2024.04.15 16:23:13-07'00'
By
JEFF LEONARD, Vice President

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By
JOELLE GALLAGHER, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>/s/ Wendy M. Dau</u> Deputy County Counsel Date: <u>April 15, 2024</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: _____
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EXHIBIT "A"

NAPA COUNTY

NAPA COUNTY AIRPORT

TAXIWAY K AND RUNWAY 19R RUNUP APRON RECONSTRUCTION

Construction Administration Scope of Services

PROJECT DESCRIPTION

This Scope of Services details the construction administration (CA) services to be provided by Mead & Hunt, Inc. (CONSULTANT) for Project PW 24-20, Taxiway K and Runway 19R Reconstruction (Project) at the Napa County Airport (Airport) for Napa County (SPONSOR).

Background

The CONSULTANT is in the process of completing this Project design under a separate contract. The CONSULTANT submitted the 90% documents to the SPONSOR on December 8, 2023. The SPONSOR has requested final design be complete by January 23, 2024, to meet the Board date for advertisement for bids, but actual date of bid opening schedule will be confirmed by Federal Aviation Administration (FAA) based on the expected grant award schedule. After bid opening, the SPONSOR will subsequently submit a final grant application to the FAA to receive federal funding for construction of the Project. It is anticipated that the FAA will award the construction grant in the summer or fall of 2024, in advance of the SPONSOR issuing the Notice to Proceed (NTP) for this scope of work. Based on previous FAA grant schedules, it is anticipated that a winter shutdown is likely to occur, which would delay construction to the spring of 2025. The schedule in this scope of work is based on the assumption of a winter shutdown.

Project Elements

The Project will consist of the following elements within the vicinity of Taxiway K between Runway 19R hold position and intersection of Taxiways K, A-North & F:

- 1) Pavement Reconstruction:
 - a. Asphalt and concrete pavement & underlying base removal
 - b. Subgrade excavation, lime treatment, and compaction
 - c. New asphalt and aggregate base pavement section
 - d. Aggregate base shoulder Section
 - e. North access road re-alignment for revised runup apron geometry
- 2) Taxiway K Light and Signage Improvements:
 - a. Removal of existing infrastructure
 - b. Installation of new conduit
 - c. Installation of new cable and counterpoise
 - d. Installation of new LED lights and signs

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- 3) Storm Drain, Underdrain, and Stormwater Management
 - a. Storm drain improvements based on proposed site elevations
 - b. Installation of new underdrain system adjacent to Taxiway K
 - c. Adjustment and regrading of unpaved areas adjacent to Taxiway K for stormwater management

Project Duration

The Project has been divided into two Elements: 1) Mobilization and 2) Construction. The SPONSOR will issue separate Notice to Proceeds (NTPs) to the Contractor for the Mobilization Element and the Construction Element. The NTP for the Construction Element will not be issued until the Mobilization Element is complete and the Contractor-provided Safety Plan Compliance Document (SPCD) is approved by the SPONSOR. The anticipated Project duration is shown on the following table:

Project Element	Duration
Mobilization	45 Calendar Days
Construction Phase 1	61 Calendar Days
Pavement Cure Period*	22 Calendar Days
Construction Phase 2*	1 Calendar Day
Total	129 Calendar Days

* Construction Phase 2 consists of the final application of pavement markings; thirty (30) calendar days minimum cure time will be required between the placement of HMA surface course, and the application of the final coat of markings. It is anticipated there will be approximately eight (8) calendar days of work following the placement of HMA surface course. Based on this, a 22- calendar-day period is anticipated between the end of construction and the beginning of the final marking application. During this period, no work may be performed within the airfield safety or movement areas. Cleanup work outside of these areas may be permitted as agreed upon by the SPONSOR, based on the Contractor-submitted schedule.

The Construction Safety and Phasing Plan (CSPP) is included in the Project Specifications and contains additional details on the time limitations as well as specific phasing requirements for the Project.

For the purpose of scoping CA efforts, it is assumed that the schedule will be as follows:

- 1) FAA awards grant in August 2024.
- 2) SPONSOR issues NTP to CONSULTANT and Mobilization NTP to Contractor in September 2024.
- 3) Contractor requests winter suspension during Mobilization Element.
- 4) SPONSOR issues Construction NTP to Contractor in April 2025.
- 5) Construction substantially completed in June 2025.
- 6) Final markings applied in July 2025.

Project Team

The CONSULTANT team will assign following staff to this Project:

- 1) Senior Associate – Contracting, general Project coordination.
- 2) Senior Civil Project Engineer – Engineer of Record, Assist Project management, assist general Project coordination, assist field staff/RPR coordination, quality control, attend coordination meetings, periodic site visits to review construction activities.

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- 3) Senior Engineer / Project Manager (PM) – Project management, general Project coordination, field staff/RPR coordination, quality control, attend and lead coordination meetings, regular site visits to review construction activities, monitor continuity through the Project.
- 4) Construction Manager – Consultant's lead point of contact through the Project construction, quality control, attend and lead weekly construction coordination meetings, coordination with material QA testing subconsultant, RFIs, periodic construction observation and reporting, monitor conformance with Project Plans and Specifications.
- 5) Resident Project Representative (RPR) 2 – Daily construction observation, coordinate with QC testing subconsultant, attend weekly construction coordination meetings, daily construction activity reporting. Bachelor's degree in engineering (EIT certificated) with a minimum of 4 years of experience.
- 6) Engineer III – Office support for submittal reviews, RFIs, RFCPs, Field Directives, Contract Change Orders, Pay Applications, and other construction documentation.
- 7) Engineer I – Office support assisting the PM and Engineer I with documents described herein, as well as AutoCAD exhibits.
- 8) Administrative Assistant – Project invoicing, document editing, proofing, and formatting.

The CONSULTANT will subcontract with the following subconsultants for specialty services:

- 1) Miller Pacific Engineering Group (MPEG): MPEG will perform material testing services.
- 2) Salix Consulting, Inc. (Salix): Salix will perform biological monitoring services.

SCOPE OF SERVICES

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

- 1) Phase 1 Pre-Construction Services
- 2) Phase 2 Construction Administration Services
- 3) Phase 3 Construction Observation
- 4) Phase 4 Material Testing
- 5) Phase 5 Biological Monitoring Services
- 6) Phase 6 Post-Construction Services

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 SPONSOR. Administrative staff will also setup the internal Project database for finance tracking.

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1.1.2 Prepare Schedule

The PM will prepare a coordination schedule upon receiving the Notice to Proceed (NTP) from the SPONSOR. 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 for 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 SPONSOR. 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 SPONSOR. The invoices will be submitted in accordance with the SPONSOR's standard invoice requirements. The invoices will include detailed cost breakdowns referencing the items in this scope of work and indicate percent complete for each item. The PM will also review subconsultant invoices. It is anticipated that seven (7) invoices will be prepared during Phase 1.

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, SPONSOR, 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, SPONSOR, Contractor, and subcontractors. Up to two (2) members from the CONSULTANT team will attend (anticipated to consist of 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.

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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, Materials Testing Subconsultant, Biological Monitoring Subconsultant, SPONSOR, 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 SPONSOR 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 SPONSOR for review and comment, and distribute the final meeting minutes to attendees. Up to two (2) members from CONSULTANT team will attend (anticipated to consist of PM and RPR). A representative from both the Material Testing and Biological Monitoring Subconsultants 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, SPONSOR, 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 (anticipated to consist of PM and RPR). A representative from the Material Testing Subconsultant will also attend.

1.2.4 General Communication with SPONSOR and Contractor

The CONSULTANT will communicate with the SPONSOR 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:

- a. The CONSULTANT will review the construction contract, which will include checking that the Contractor has met the Disadvantaged Business Enterprise (DBE) goal or made a good-faith effort towards meeting the goal, and that the Contractor has provided proof of insurance and the required bonds.
- b. The CONSULTANT will assist the SPONSOR in preparing NTP letters for both the Mobilization and Construction elements.
- c. The CONSULTANT will setup templates for Project documentation on CONSULTANT standard forms or SPONSOR-provided forms as applicable. Documentation will include, but is not limited to, submittal review forms, weekly FAA reports, weekly charged working day reports, RFIs,

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RFCPs, field directives, contract change orders, non-compliance notices, and applications for payment.

- d. The CONSULTANT will assemble and provide the Contractor with CAD files if requested (upon receipt of CONSULTANT-provided disclaimer form signed by Contractor).

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.

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 SPONSOR 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 SPONSOR and FAA for approval. After SPONSOR and FAA review, the CMP will be revised if needed, and issued to the Contractor for use during the Project.

PHASE 1 DELIVERABLES

- 1) Pre-Construction Conference Meeting Minutes – electronic files to SPONSOR and attendees
- 2) QC/QA Workshop Meeting Minutes – electronic files to SPONSOR and attendees
- 3) Construction Set – electronic files to SPONSOR and Contractor
- 4) CMP – electronic files to SPONSOR, 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 SPONSOR and Contractor on tracking overall timeline of the Project. The CONSULTANT will also coordinate with the SPONSOR, Contractor, and subconsultants on daily work hours and site access logistics. Up to fifteen (15) weekly progress schedules are anticipated for the Project.

2.1.2 Coordinate PMP Updates

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

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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.

2.1.4 **Coordinate Subconsultants**
The PM will coordinate with Material Testing and Biological Monitoring subconsultants to schedule site visits and tests. The PM will also review field and lab test results and discuss recommendations provided by the subconsultants.

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 five (5) invoices will be prepared during Phase 2.

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-five (25) submittals will be provided by the Contractor for review. The scope assumes each submittal will require up to 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 SPONSOR 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 thirteen (13) meetings are anticipated during Phase 2. Up to ten (10) of the meetings are anticipated to be held in-person at a location near the job site, and up to three (3) of the meetings are anticipated to be virtual. The CM and RPR 2 will attend each meeting (the 10 in- person meetings are already accounted for in the full-day shifts allotted for the CM and RPR 2 in Phase 3). The PM will attend up to four (4) meetings 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.

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 four (4) site visits are anticipated during Phase 2. Up to two (2) members

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from the CONSULTANT team will attend each site visit (anticipated to consist of PM and Engineer I).

2.3.3 General Communication with SPONSOR and Contractor

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

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 thirteen (13) weekly calendar-day reports are anticipated for the Project.

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 thirteen (13) weekly FAA progress reports are anticipated for the Project.

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, SPONSOR, or FAA. Up to ten (10) RFIs are anticipated for the Project.

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, SPONSOR, or FAA.

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, SPONSOR 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 SPONSOR 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 six (6) RFCPs are anticipated for this Project.

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2.9 FIELD DIRECTIVES

The CONSULTANT will prepare field directives as necessary to formalize direction that is 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 nine (9) field directives are anticipated for the Project.

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 SPONSOR and Contractor for review and signature and then the FAA forms will be submitted to the FAA by the CONSULTANT or the SPONSOR. CCOs that require new design elements are not included in this scope of services. Up to six (6) County CCOs and three (3) FAA CCOs are anticipated for the Project.

2.11 REVIEW OF QC/QA TEST RESULTS

The CONSULTANT will review test results provided by the Contractor and Material Testing Subconsultant to determine conformance with the Project Plans and Specifications. If test results are failing, the CONSULTANT will coordinate with the SPONSOR 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.

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 SPONSOR 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 SPONSOR portions will be delineated on the pay application cover sheet. Up to eight (8) applications for payment are anticipated for the Project.

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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 SPONSOR 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 SPONSOR will observe the completed Project during final marking application, and the SPONSOR 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 SPONSOR 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 SPONSOR and Contractor.

PHASE 2 DELIVERABLES

- 1) Review of Contractor Submittals – electronic files to SPONSOR and Contractor
- 2) Weekly Construction Progress Meeting Minutes – electronic files to attendees
- 3) Weekly Working-Day Reports – electronic files to the SPONSOR and Contractor
- 4) Weekly FAA Progress Reports – electronic files to the SPONSOR and FAA
- 5) RFI Responses – electronic files to the SPONSOR and Contractor
- 6) RFCPs – electronic files to the SPONSOR and Contractor
- 7) Field Directives – electronic files to the SPONSOR and Contractor
- 8) CCOs – electronic files to the SPONSOR, Contractor, and FAA
- 9) Monthly Applications for Payment – electronic files to the SPONSOR
- 10) Punch List and Substantial Completion Letter – electronic files to SPONSOR 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) will be assigned to this Project. The CM will have experience with civil improvement projects as required for the Project. The CM will work with the PM to oversee the construction progress throughout the Project. The CM will perform periodic construction

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observation, assumed to consist of one 8-hour shift per week, for a total of ten (10) shifts.

An RPR 2 will also be assigned for the Project and designated as the daily field observer. The RPR 2 will report directly to the CM. The duration for the Construction Element is anticipated to be eighty- four (84) contractual calendar days (61 days for Phase 1, 22 days of cure time, and 1 day for Phase 2). The scope of work assumes Contractor will not work during the 22 days of cure. The budget for construction observation has been developed based upon the Contractor working forty-six (46) weekday shifts and five (5) weekend shifts, with two (2) additional days allotted for the RPR 2 at the beginning and end of construction for set-up and clean-up of field office, for a total of fifty-one

(51) shifts. The average length of shift is assumed to be 10.5 hours.

It is anticipated that the RPR 2 will need support during key-work activities (such as paving operations). The PM will designate a supporting Engineer I as necessary to support the RPR 2 in the field. Up to five (5) shifts are anticipated for the supporting Engineer I, in addition to the fifty- one (51) shifts for the RPR 2. The Engineer I shifts are assumed to include 8 hours of field time plus 2.5 hours of commute.

The CM 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 SPONSOR 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 SPONSOR.
- i. Monitor Contractor's compliance with the Contractor's QC Program.
- j. Assist PM in coordinating Material Testing subconsultant to perform QA testing as stated in Phase 4. Communicate with Contractor to facilitate the scheduling of QC testing.
- k. Assist PM in coordinating Biological Monitoring subconsultant as stated in Phase 5.

EXHIBIT "A"

- i. Attend weekly construction progress meetings as stated in Phase 2.
- m. Provide field information for office staff to prepare weekly FAA progress reports as stated in Phase 2.
- n. Conduct labor interviews to monitor Contractor's compliance with paying employees, in accordance with the Davis-Bacon Act requirements, and provide to SPONSOR for certified payroll review.
- o. Provide field information for office staff to prepare RFCPs, field directives, and CCOs as stated in Phase 2.
- p. Assist in preparing applications for payment as described in Phase 2. Throughout construction, the 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.
- q. 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.
- r. Receive from Contractor and review the required maintenance and operating instructions, schedules, guarantees, bonds, inspection certificates, tests, approvals, and other relevant documents.
- s. Identify punch list items in advance of the substantial completion walk-through to support preparation of punch list as stated in Phase 2.
- t. 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 in conformance with the Project Specifications. The CONSULTANT will be responsible for coordinating and scheduling QA material testing with Material Testing subconsultant throughout the construction duration.

Material Testing Subconsultant 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 SPONSOR. Any non-compliance issues shall immediately be reported to the Contractor and SPONSOR.

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

EXHIBIT "A"

recommended (up to three site visits anticipated).

(2) Item P-155, Lime-Treated Subgrade, and Item P-156, Cement-Treated Subgrade:

- Visit site to evaluate existing subgrade / aggregate base mixture to be treated with either lime or cement, or a combination of both. Work with the CONSULTANT and Contractor to provide recommendations on the appropriate percentages of lime and cement for each area of 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-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 one day of concrete placement.
- Produce test reports for each day concrete is placed and for 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.

EXHIBIT "A"

PHASE 4 DELIVERABLES

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

PHASE 5 BIOLOGICAL MONITORING

5.1 Biological Monitoring

The biological monitoring services will be performed by a subconsultant to the CONSULTANT. The services will be in conformance with the Biological Assessment (BA) issued for the Project.

In accordance with Conservation Measure 9 of the BA, "Immediately prior to commencement of construction activities, all contractor employees and other personnel involved with proposed work activities will attend a biological resources training and orientation class. The biological resources training and orientation class will consist of a brief presentation by a qualified biologist (biological monitor) knowledgeable of sensitive species and resources present within or near the action area. At a minimum, the training would provide information on sensitive species that may be present in the action area and a discussion of measures for avoiding disturbance of these species and their habitats."

The training session will occur prior to the beginning of construction. This scope covers one training session approximately one hour in length, preparation of materials and handouts, and travel.

Conservation Measure 12 of the BA states, "The Contractor will not be permitted to perform work in areas located within 100 feet of mapped wetlands unless a qualified biologist or resident engineer is on-site for observation." Additionally, Conservation Measure 14 of the BA states, "During construction associated with the Proposed Action, the contractor will ensure that construction equipment and vehicles operated in the Action Area are checked and maintained daily to prevent leaks of fuels, lubricants, or other fluids. The biological monitor will make periodic checks to ensure that adequate vehicle and equipment maintenance is being implemented as required."

This scope includes the presence of a qualified biologist on-site, for up to three separate site visits to monitor erosion control placement and construction work adjacent to existing wetlands, as well as make periodic checks on construction equipment. Each site visit is anticipated to include travel to and from the site and six hours of monitoring. Documentation of monitoring activity will be provided at the end of each site visit.

Conservation Measure 16 of the BA states, "The County will provide the U.S. Fish and Wildlife Service with a report prepared by the resident engineer and biological monitor at the completion of the project to describe the success of implementation of all the commitments in the Proposed Conservation Measures. The summary report would, at a minimum, include dates that construction occurred and completion dates; known effects on any sensitive habitats, if any; and a summary of conservation measures implemented over the course of the project."

The biological monitor will prepare a report as described in Conservation Measure 16. The CONSULTANT will submit the report to the SPONSOR and the FAA as part of the Final Construction Report described in Phase 6.

PHASE 6 POST-CONSTRUCTION SERVICES

6.1 PHASE 6 PROJECT MANAGEMENT

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

EXHIBIT "A"

6.1.1 Update Schedule

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

6.1.2 Coordinate PMP Updates

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

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 for providing field data to complete the documentation efforts described herein.

6.1.4 Coordinate with Subconsultants

The PM will coordinate with subconsultants to complete final reports.

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 SPONSOR and Contractor throughout Phase 6 as needed via phone call or email.

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 SPONSOR with a set of reproducible Record Drawings in digital format.

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. SPONSOR Administrative Costs
- i. Consultant Costs
- j. Force Account (if applicable)

EXHIBIT "A"

- 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. Biological Monitoring Report (Included as Appendix)
- p. Contractor's Statement of Completion (including Contractor's Letter of Completion and Warranty as Appendix)
- q. Record of Completion (including Substantial Completion Letter and SPONSOR Notice of Completion as Appendices)
- r. FAA-Required Sponsor Certification of Final Construction Acceptance as Appendix. This certification will be signed by the SPONSOR.
- s. Recommendations

The CONSULTANT will coordinate with the Contractor, SPONSOR, 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 SPONSOR review. Upon receipt of SPONSOR review / comments, the CONSULTANT will finalize the FCR and submit to the SPONSOR and FAA.

6.5 AIRPORT LAYOUT PLAN (ALP) RECORD DRAWING UPDATE – NOT IN CONTRACT (NIC)

The SPONSOR will coordinate any updates to the ALP as part of a separate contract.

6.6 UPDATE AIRFIELD PAVEMENT MANAGEMENT SYSTEM (APMS)

The CONSULTANT will update the current APMS previously prepared by the CONSULTANT to reflect the pavement improvements completed in this Project. This update does not include a complete visual condition survey of the entire Airport.

6.7 UPDATE AIRFIELD SIGNAGE AND MARKING PLAN

The CONSULTANT will update the SPONSOR's signage and marking plan to incorporate the updated runup 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 SPONSOR
- 2) FCR – electronic file to SPONSOR and FAA
- 3) APMS Update –electronic files to SPONSOR
- 4) Signage and Marking Plan – reproducible hardcopy and electronic files (11x17 plans and poster)

EXHIBIT "A"

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 SPONSOR.

Phase 6

The CONSULTANT will complete the work called for under Phase 6 within thirty (30) working days of the receipt of a copy of the Notice of Completion filed by the SPONSOR.

SERVICES TO BE PROVIDED BY THE SPONSOR AND EXCLUDED SERVICES

The SPONSOR and CONSULTANT agree that the following items will be provided by the SPONSOR 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 SPONSOR and presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.
- 4) Review of Certified Payroll submitted by the Contractor
- 5) Contract change orders that require new design elements beyond the scope of the awarded contract.
- 6) Extensions of construction time beyond the awarded contract timeframes.
- 7) FAA grant reimbursement submission.
- 8) Timely review of CONSULTANT-provided items for SPONSOR review to avoid construction delays/impacts.
- 9) SPONSOR filing of the Notice of Completion.

COMPENSATION FOR SERVICES

- 1) The **total** amount for CONSULTANT's services described in this Scope of Services is Three Hundred Seventy-Seven Thousand Six Hundred Sixty-Nine Dollars (\$377,669). This fee includes labor, materials, expenses, and incidentals necessary to complete the work as described herein. Cost and payment are broken out as follows:
 - a. **Lump Sum:** Payment for work outlined in **Phases 1 and 6** of this Scope of Services shall be a lump sum fee of Seventy-Two Thousand Four Hundred Twenty-Seven Dollars (\$72,427). Payments will be made monthly based on the percentage of work complete.
 - b. **Time-and-expense:** Payment for work outlined in **Phases 2, 3, 4, and 5** of this Scope of Services shall be made on a time-and-expense basis not-to-exceed Three Hundred Five Thousand Two Hundred Forty-Two Dollars (\$305,242). Payments shall be made monthly based on the hours of work complete, in conformance with the Mead & Hunt, Inc. Standard Billing Rate Schedule, effective January 1, 2024, included as *Exhibit B-1*.

EXHIBIT "A"

These amounts shall not be exceeded without written authorization from the SPONSOR. The cost breakdown is included as Exhibit B.

- 2) Payment for any additional services requested by the SPONSOR will be performed on a time-and-expense basis in conformance with the Mead & Hunt, Inc. Standard Billing Rate Schedule, effective January 1, 2024, included as *Exhibit B-1*. The CONSULTANT will establish the budget for additional services prior to the start of work and may not exceed the budget without written authorization from the SPONSOR. Any additional services must be authorized in writing by the SPONSOR.

End of Scope of Services

EXHIBIT “B”

**Napa County Airport
Taxiway K and Runway 16R Runup Apron Reconstruction
Construction Administration Services (Revision 1)**

PHASES and TASKS		Mead & Hunt (labor hours and rates)										Subconsultant fee + 15% markup				Expenses				Total Cost	
		Senior Associate	Senior Civil Project Engineer	Project Manager	Construction Manager	Engineer III	Engineer II	Engineer I	Administrative Assistant	Central	Salix Consulting, Inc.	Miller Peacock Group	Miller Peacock Group	Meals (Per Day)	Meals (Per Trip)	lodging (Per Day)	Meals (Per Meal)	Reproduction and Shipping			
		\$355	\$287	\$232	\$232	\$179	\$179	\$150	\$128	\$100	1	1	\$0.673	\$150	\$550	\$230	\$79	\$25	1		
PHASE 1 - PRE-CONSTRUCTION SERVICES																					
1.1	Phase 1 Project Management and Coordination																				
1.1.1	Prepare Contract and Project Setup	1				2				2	1										
1.1.2	Prepare Schedule			0.5	3																
1.1.3	Prepare Project Management Plan (PMP)	0.5	1	4					1												
1.1.4	Coordinate CONSULTANT Team	1	2																		
1.1.5	Coordinate Subconsultant(s)	2	2	2					1												
1.1.6	Prepare invoices			3.5					3.5												
1.2	Phase 1 Project Meetings and Communication																				
1.2.1	Pre-Mobilization Coordination Meeting	5	2						1												
1.2.2	Pre-Construction Conference		8	5					1			100					2	\$ 100.00	\$ 3,361.00		
1.2.3	Quality Control (QC) / Quality Assurance (QA) Workshop	4	4						1			100					2	\$ 100.00	\$ 2,201.00		
1.2.4	General Communication with SPONSOR and Contractor	2	4	16	8														\$ 7,426.00		
1.3	Prepare Project Documentation		1	2					4										\$ 2,320.00		
1.4	Prepare Construction Set		2	4					8	40	8								\$ 9,958.00		
1.5	Prepare Construction Management Plan (CMP)		2						10	12	2								\$ 4,310.00		
	Phase 1 Subtotal	5.5	8.5	56.5	23	0	18	56	25	4.5	\$	-		200	0	0	0	4	\$ 200.00		
																			\$ 38,542.00		
PHASE 2 - CONSTRUCTION ADMINISTRATION (CA) SERVICES																					
2.1	Phase 2 Project Management and Coordination																				
2.1.1	Schedule Coordination	4	15																\$ 4,628.00		
2.1.2	Coordinate PHIP Updates		2																\$ 464.00		
2.1.3	Coordinate CONSULTANT Team	2	25																\$ 6,374.00		
2.1.4	Coordinate Subconsultants		8																\$ 1,856.00		
2.1.5	Prepare invoices			2.5						2.5									\$ 830.00		
2.2	Review Material Submittals for Compliance - Up to 25 Anticipated		4	20	12	25													\$ 11,466.00		
2.3	Phase 2 Project Meetings and Communication																		\$ 1,508.00		
2.3.1	Weekly Construction Progress Meetings		4	3	3				13										\$ 3,825.00		
2.3.2	Site Visits During Construction		24						24										\$ 9,836.00		
2.3.3	General Communication with SPONSOR and Contractor	2	4	16	10														\$ 7,890.00		
2.4	Weekly Calendar-D Day Reports - Up to 13 Anticipated			6.5															\$ 4,056.00		
2.5	Weekly FAA Progress Reports - Up to 13 Anticipated		6.5						13		6.5								\$ 4,667.00		
2.6	Requests for Information (RFIs) - Up to 10 Anticipated		5	10					10		5								\$ 6,185.00		
2.7	General Field Coordination	1	4	20					10										\$ 7,933.00		
2.8	Requests for Cost Proposals (RFCPs) - Up to 6 Anticipated	1	2	6					12		3								\$ 4,056.00		
2.9	Field Directives - Up to 9 Anticipated		2	9					9		4.5								\$ 4,588.00		
2.10	Contract Change Orders (CCOs) - Up to 9 Anticipated		4	3	9				18		4.5								\$ 8,167.00		
2.11	Review of O&OA Test Results		1	2	12				16										\$ 6,577.00		
2.12	Monthly Applications for Payment - Up to 8 Anticipated		2	8					12		4								\$ 4,050.00		

EXHIBIT “B”

**Napa County Airport
Taxiway K and Runway 16R Runup Apron Reconstruction
Construction Administration Services (Revision 1)**

Date: 2/12/2024

PHASES and TASKS	Mead & Hunt (labor hours and rates)										Subconsultant fee + 15% markup			Expenses			Total Cost	
	Senior Associate Manager	Senior Civil Engineer/ Project Manager	Engineer III	Engineer II	Engineer III	Administrative Assistant	Central Clerical	Salix Consulting, Inc.	Miller Pacific Engineering Group	Per Mile (Per Day)	Per Mile (Per Day)	Per Mile (Per Day)	Reproduction and Shipping					
2.13 Substantial Completion Walk-Through and Documentation	\$355	\$287	\$232	\$179	\$179	\$150	\$128	\$100	1	1	\$0.670	\$150	\$550	\$230	\$79	\$25	1,484.00	
2.13.1 Substantial Completion Walk-Through																		\$ 1,484.00
2.13.2 Punch List and Substantial Completion Letter																		\$ 1,656.00
Phase 2 Subtotal																		\$ 98,069.00
PHASE 3 - CONSTRUCTION OBSERVATION																		
3.1 Daily Construction Observation																		\$ 146,373.00
Phase 3 Subtotal																		\$ 146,373.00
PHASE 4 - MATERIAL TESTING																		
4.1 Material Testing																		\$ 46,000.00
Phase 4 Subtotal																		\$ 46,000.00
PHASE 5 - BIOLOGICAL MONITORING																		
5.1 Biological Monitoring																		\$ 13,800.00
Phase 5 Subtotal																		\$ 13,800.00
PHASE 6 - POST-CONSTRUCTION SERVICES																		
6.1 Phase 6 Project Management																		\$ 116.00
6.1.1 Update Schedule																		\$ 116.00
6.1.2 Coordinate PMP Updates																		\$ 116.00
6.1.3 Coordinate CONSULTANT Team																		\$ 696.00
6.1.4 Coordinate Subconsultants																		\$ 232.00
6.1.5 Prepare Invoices																		\$ 596.00
6.2 Phase 6 Communication																		\$ 674.00
6.3 Record Drawings																		\$ 1,000.00
6.4 Final Construction Report (FCR)																		\$ 11,238.00
6.5 Airport Layout Plan (ALP) Record Drawing Update - NIC																		\$ 7,497.00
6.6 Update Airfield Pavement Management System (APMS)																		\$ -
6.7 Update Airfield Signage and Marking Plan																		\$ 4,187.00
6.8 AGIS As-Built Survey - NIC																		\$ 2,067.00
Phase 6 Subtotal																		\$ -
TOTAL PROJECT BUDGET																		\$ 377,669.00

EXHIBIT “B-1”

**MEAD & HUNT, Inc.
Standard Billing Rate Schedule
Effective January 1, 2024**

Standard Billing Rates

• Clerical	\$100.00 / hour
• Technical Editor	\$136.00 / hour
• Senior Editor	\$198.00 / hour
• Accounting, Administrative Assistant.....	\$128.00 / hour
• Technician I, Technical Writer	\$118.00 / hour
• Technician II, Surveyor - Instrument Person	\$137.00 / hour
• Technician III.....	\$159.00 / hour
• Technician IV	\$168.00 / hour
• Senior Technician	\$211.00 / hour
• Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$150.00 / hour
• Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$167.00 / hour
• Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$179.00 / hour
• Construction Resident Project Representative (RPR).....	\$189.00 / hour
• Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Construction Manager	\$232.00 / hour
• Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$248.00 / hour
• Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer Senior Project Planner	\$287.00 / hour
• Senior Associate, Principal, Senior Client / Project Manager	\$355.00 / hour

Expenses

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

Travel Expense

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

Billing and Payment

- Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.
- Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2024, and will remain in effect until December 31, 2024, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

EXHIBIT "C"

[Company Name]
[Street Address]
[City, ST ZIP Code]
Phone [phone] Fax [fax]

SAMPLE INVOICE

INVOICE # _____
DATE:

TO:

FOR:

[Customer Name]
[Street Address]
[City, ST ZIP Code]

[Project or service description]
Contract No.

EXHIBIT "D"

FAA PROVISIONS

1. GENERAL CIVIL RIGHTS PROVISIONS

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

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

2. CIVIL RIGHTS – TITLE VI ASSURANCE

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the 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 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.
- 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

EXHIBIT "D"

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.

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

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- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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

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

The 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.

4. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

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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 subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. The Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

1. Compliance with Prevailing Wage Requirements. Pursuant to California Labor Code sections 1720 through 1861, the Contractor 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.

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>. The Contractor 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.

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.

2. Penalties for Violations. The Contractor 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 shall be in addition to any other applicable penalties allowed under California Labor Code sections 1720 through 1861.

3. Payroll Records. The Contractor and all subcontractors 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. The Contractor shall require all subcontractors to also comply with section 1776. The Contractor and all

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subcontractors shall furnish records specified in section 1776 on a monthly basis, both to the County and directly to the Labor Commissioner in the manner required by California Labor

Code section 1771.4. The Contractor shall ensure its subcontractors prepare and submit payroll records to the County and the DIR as required by this section.

3.1. If the Contractor or a subcontractor is exempt from the DIR registration requirement pursuant to section 9.4 below, then the Contractor or such subcontractor is 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).

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

4. Apprentices. The Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. The Contractor is responsible for compliance with this section for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n).

5. Working Hours. The Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a 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; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. The Contractor 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, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, the Contractor is required to secure the payment of compensation of its employees. By signing the Agreement, to which this is an exhibit, the Contractor 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 Agreement."

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

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9. Contractor and Subcontractor Registration Requirements. The Contractor and all subcontractors shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of California Public Contract Code section 4104, or 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. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code section 7029.1 or California Public Contract Code sections 10164 or 20103.5, provided the Contractor is registered to perform public work pursuant to section 1725.5 at the time the contract is awarded.

9.1. A Contractor’s inadvertent error in listing a subcontractor who is not registered pursuant to California Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to the proposal due date; (2) within 24 hours after the proposal due date, the subcontractor is registered and has paid the penalty registration fee specified in California Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to California Public Contract Code section 4107.

9.2. By submitting a bid or proposal to the County, the Contractor is certifying that the Contractor 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. The Contractor shall provide proof of registration for themselves and all listed subcontractors to the County at the time of the bid or proposal due date or upon request.

9.3. The County may ask the Contractor 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 the Contractor shall provide the list within ten (10) working days of the County’s request.

9.4. This section shall not apply to work performed 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 to work performed 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).

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.