



RESOLUTION No. 15-539

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A CONTRACT WITH C&S ENGINEERS, INC., FOR THE DEVELOPMENT OF THE AIRPORT LAYOUT PLAN (ALP) UPDATE AND PREPARATION OF EXHIBIT "A" AIRPORT PROPERTY MAP, OBSTRUCTION SURVEY AND MITIGATION PLAN, AND PAVEMENT EVALUATION FOR THE NEVADA COUNTY AIRPORT IN THE MAXIMUM AMOUNT OF \$174,969 THROUGH JUNE 30, 2017, AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE CONTRACT

WHEREAS, the Nevada County Board of Supervisors accepted Federal Aviation Administration (FAA) grant AIP No. 3-06-0095-017 in the amount of \$157,472 by Board of Supervisors Resolution 15-430; and

WHEREAS, the Nevada County Board of Supervisors accepted CALTRANS Division of Aeronautics grant AIP No. 3-06-0095-017 in the amount of \$7,874 by Board of Supervisors Resolution 15-508; and

WHEREAS, said AIP grants provide for an Airport Layout Plan (ALP) Update and Preparation of Exhibit "A" Airport Property Map, Obstruction Survey and Mitigation Plan, & Pavement Evaluation for the Nevada County Airport; and

WHEREAS, C&S Engineers, Inc., the County's designated aeronautical engineering consulting firm, has provided a Scope of Work with a description of elements and compensation for construction management services which was reviewed and approved by the FAA.

NOW, THEREFORE, BE IT RESOLVED by the Nevada County Board of Supervisors of the County of Nevada, State of California, that the Board of Supervisors hereby approves in the form attached hereto, a contract between the County of Nevada and C&S Engineers, Inc., in the maximum amount of \$174,969 to develop the Airport Layout Plan (ALP) Update and Preparation of Exhibit "A" Airport Property Map, Obstruction Survey and Mitigation Plan, and Pavement Evaluation for the Nevada County Airport through June 30, 2017, and that the Chair of the Board is hereby authorized to execute the contract on behalf of the County of Nevada.

Funding: 4116-91004-274-1000/540710.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 8th day of December, 2015, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Edward C. Scofield, Chair

12/8/2015 cc: Airport*
AC*(hold)

12/18/2015 cc: Airport*
AC*(release)
C&S

**STANDARD FORM FEDERAL AID DESIGN SERVICES CONTRACT
COUNTY OF NEVADA**

THIS AGREEMENT is made and entered into this 8th day of December, 2015 by and between the COUNTY OF NEVADA, hereinafter referred to as "County" and C&S Engineers, Inc., hereinafter referred to as "Consultant".

RECITALS:

WHEREAS, the Nevada County Board of Supervisors accepted Federal Aviation Administration (FAA) grant AIP No. 3-06-0095-017 in the amount of \$157,472 by Board of Supervisors Resolution 15-430; and

WHEREAS, the Nevada County Board of Supervisors accepted CALTRANS Division of Aeronautics grant AIP No. 3-06-0095-017 in the amount of \$7,874 by Board of Supervisors Resolution 15-508; and

WHEREAS, said AIP grants provide for an Airport Layout Plan (ALP) Update and Preparation of Exhibit "A" Airport Property Map, Obstruction Survey and Mitigation Plan, & Pavement Evaluation for the Nevada County Airport; and

WHEREAS, C&S Engineers, Inc., the County's designated aeronautical engineering consulting firm, provided a Scope of Work with a description of elements and compensation for construction management services which was reviewed and approved by the FAA;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES: Consultant agrees to provide all of the services described in Consultant's Scope of Work, which is attached hereto as Exhibit "A," and to abide by the Federal Aviation Administration Provisions attached hereto as Exhibit "B," both of which Exhibits are incorporated herein by reference.

2. ADDITIONAL SERVICES: The County may desire services to be performed which are relevant to this contract but which are not included in the scope of services described in Paragraph 1 above. County and Consultant agree that the inclusion of such services may be accomplished by future amendment of this Agreement by the parties hereto. These additional services could include, but are not limited to, any of the following:

- a. Work requested by the County in connection with any other matter or any item of work not specified herein;
- b. Work resulting from substantial changes ordered by the County in the nature or extent of the project, and
- c. Serving as an expert witness for the County in any litigation or other proceedings involving the project.

3. PROJECT RECORDS: Consultant shall maintain project records, including any field inspector's reports and other reports/files in a format consistent with procedures established by and acceptable to County, and shall provide same to the County within thirty (30) days after the completion of the contract and prior to final payment.

4. COUNTY FURNISHED SERVICES: The County agrees to:

- a. Guarantee access to and make provisions for the Consultant to enter upon public and private lands as required to perform their work.
- b. Not withhold approval of final plans, specifications and estimates without substantial cause.
- c. Make available all pertinent data and records for review.
- d. Provide general bid and contract forms and special provisions format when needed.
- e. Acquire all necessary permits for the construction.

5. FEES: The basis of payment for the services provided under this Agreement shall be as follows:

- a. Pursuant to the completion of work as directed by the County and described in Exhibit A to this Agreement, the Consultant shall be paid on lump sum basis not to exceed \$174,969.00. The Billing Rate Schedule to be used by the Consultant is attached as Exhibit "C" and incorporated herein by reference.
- b. The allowable elements of cost are controlled by the Federal Acquisition Regulation, Title 48 CFR, Chapter 1, Subpart 31.

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the local agency shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

6. PAYMENT: The source of funding by the County for this work shall be:

4116-91004-274-1000/540710

Unless a payment schedule is specifically set forth the fees for services under this Contract shall be due each month within thirty (30) calendar days after receipt by County of an invoice covering the service(s) rendered to date.

Invoices or applications to the County for payment shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

7. CONTRACT PERFORMANCE TIME: All the work required by this Contract shall be completed by June 30, 2017.

8. INSURANCE: The Consultant shall maintain an errors and omissions insurance policy in the amount of one million dollars (\$1,000,000.00) and a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000.00).

Where the services to be provided under this contract involve or require the use of any type of vehicle by Consultant in order to perform said services, Consultant shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$1,000,000. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. If the County does consent to "claims made" coverage, Contractor shall purchase 5 years of "tail" coverage in the event that Contractor changes insurance carriers during the term of this contract or for one year thereafter. Proof of such "tail" coverage shall be required at any time during the term of this contract that Contractor changes to a new carrier prior to receipt of any payments due. The County shall be named as an additional insured on the commercial general liability policy. The insurer shall supply certificates of insurance and endorsements signed by the insurer evidencing such insurance to County prior to commencement of work, and said certificates and endorsements shall provide for ten (10) days advance notice to County of any termination or reduction in coverage.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

9. WORKER'S COMPENSATION: The Consultant acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If Consultant has employees, a copy of the certificates evidencing such insurance shall be provided to County prior to commencement of work.

10. PREVAILING WAGE AND APPRENTICES: Consultant acknowledges awareness of the provisions of the Code, in particular Labor Code Sections 1770 to 1780, inclusive, and Title 8 of the California Administrative Code Sections 200 et seq; and shall comply with such provisions before commencing services required by this Contract to be performed by employees subject to these provisions. A Copy of the relevant prevailing wage is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

11. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION: The Consultant shall comply with the requirements contained in 49 CFR Part 26. In addition, during the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the Consultant") agrees as follows:

- a. Compliance with Regulations. The Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports. The Consultant shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of an Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including but not limited to--withholding of payments to the Consultant under the contract until the Consultant complies, and/or cancellation, termination, or suspension of the contract, in whole or in part.

- f. **Incorporation of Provisions.** The Consultant shall include the provisions of sub-paragraphs (a) through (e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

12. **SUBCONTRACTING:** Consultant shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. Consultant shall require any such subcontractor to comply with all of the provisions of this contract except that Consultant may determine the need for subcontractor to carry errors and omissions insurance.

13. **ASSIGNMENT:** The rights, responsibilities and duties under this Contract are personal to the Consultant and may not be transferred or assigned without the express prior written consent of the County.

14. **LICENSING:** The Consultant shall maintain the appropriate licenses throughout the life of this Contract.

15. **BOOKS OF RECORD AND AUDIT PROVISION:** Consultant shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this contract. In addition, Consultant shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Consultant will permit County, the Federal Aviation Administration, the Comptroller General of the United States, or any other duly authorized representative to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Consultant who participated in this contract in any way. Any audit may be conducted on Consultant's premises or, at County's option, Consultant shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Consultant shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Consultant for an amount equaling 5% or more of the original bid, Consultant shall be liable for the costs of the audit in addition to any other penalty to be imposed.

16. **TIME OF COMPLETION:** The Consultant agrees to commence work within five (5) calendar days after receipt of Notice to Proceed. Further, the Consultant agrees to complete each phase of the work within the time schedules outlined within this Contract.

17. **DAMAGES:** Time is of the essence in the performance of the services by the Consultant. In the event that the Consultant's work is not completed in an acceptable fashion by any of the dates established herein, the County will incur damages which will arise due to the delay.

In the event that the Consultant is delayed through no fault of its own, and is therefore unable to complete any work hereunder by the specified dates, Consultant shall, as a condition precedent to being entitled to assert that any such delay is not its responsibility, promptly notify the County, in writing, setting forth the nature of and reasons for the delay. In the event that Consultant fails to comply with this provision, then Consultant shall be deemed to have waived the right to an extension of time or to assert that the delay is not its responsibility.

In the event that all of Consultant's work is not completed in an acceptable fashion by the specified dates set forth herein, the Consultant shall thereafter provide the County with a weekly report as to the activity of Consultant in the performance of this Agreement.

Should Consultant fail to satisfactorily complete all of its work by the final deadline established herein, Consultant shall be deemed to be in breach of this Agreement. In such event the Consultant shall be liable to the County for all of the consequential damages incurred by County due to any such breach as allowed by law. In the event of a failure to complete all work hereunder by the final deadline, Consultant may only provide such evidence to refute the presumption of breach as has previously been fairly disclosed and established in the written reports made to County, promptly upon the occurrence of any event of delay for which Consultant contends it is not responsible. The parties agree that Consultant shall have an absolute duty to take all steps necessary to insure that all of its work is satisfactorily completed by the final deadline and to work around any problems created by external forces or persons, and that notwithstanding the actions or inactions by any such external persons, parties or other forces, Consultant's proper completion of the work by the final deadline shall not be excused if Consultant otherwise had within its means or power the ability to complete the work so as to allow County to pursue the subject project.

18. TITLE: It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to the Consultant, shall be the property of the County. The Consultant may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Consultant shall promptly turn over all information, writing and documents to County without exception or reservation.

19. TERMINATION:

- a. If the Consultant fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- b. The Consultant shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Consultant has no control.
- c. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of Termination shall be by written notice to the other parties and be sent by registered mail.
- d. In the event of termination not the fault of the Consultant, the Consultant shall be paid for services performed to the date of termination in accordance with the terms of this Contract. The amount of the fixed fee will be based on the percentage of work completed to date of termination.

20. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Consultant, and the agents and employees thereof, shall act in an independent capacity and as an independent Consultant and not as officers, employees or agents of the County.

21. AMENDMENT: This Contract may be amended or modified only by written agreement of all parties.

22. JURISDICTION AND VENUE: This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

23. INDEMNIFICATION: Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold County harmless from any and all liabilities, claims, demands, damages, losses and expense which may arise hereunder, or which County may incur as a consequence hereof, or by reason of Contractor's willful misconduct, or negligent actions or omissions.

24. COMPLIANCE WITH APPLICABLE LAWS: The Consultant shall comply with any and all federal, state and local Laws affecting the services covered by this Contract.

25. NOTICES:

Notices shall be given to the County at the following location:

Airport Manager
County of Nevada
950 Maidu Avenue
Nevada City, CA 95959

Notices shall be given to Consultant at the following location:

C&S Engineers, Inc.
8950 Cal Center Drive, Suite 112
Sacramento, CA 95826

26. STANDARD OF PRACTICE: The Consultant warrants that Consultant has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. Consultant's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

27. FINANCIAL DISCLOSURE STATEMENTS: Consultant acknowledges that the County of Nevada has implemented a Conflict of Interest Code requiring financial disclosure statements be filed by consultants who have any decision-making power. If the scope of work of this contract is of such a nature, Consultant will follow the form and requirements of Government Code Sections 87100, et seq. and the County's Code in filing its financial disclosure statement.

28. COST DISCLOSURE: In accordance with Government Code Section 7550, Consultant agrees to state in a separate section of its filed report the dollar amount of this contract and any related contracts and subcontracts relating to the preparation of the report resulting from this contract.

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date first above written.

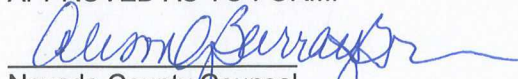
APPROVED BY
COUNTY OF NEVADA:


Edward Scofield
Chair, Board of Supervisors


ATTEST:


Clerk of the Board

APPROVED AS TO FORM:


Nevada County Counsel

CONSULTANT:


Federal Tax I. D. No. 13-5318940
Telephone No. (916) 364-1470

"EXHIBIT A"

SCOPE OF WORK

**Airport Consulting Services
Nevada County Airport**

The following scope of services is to prepare an Airport Layout Plan (ALP) Update and Narrative Report at the Nevada County Airport (Airport) for the County of Nevada (SPONSOR). C&S Engineers, Inc. (CONSULTANT) will prepare the ALP Update and Narrative Report in accordance with all Federal Aviation Administration (FAA) requirements, including Advisory Circular (AC) 150/5070-6B, Airport Master Plans; AC 150/5300-13A, Airport Design; ARP SOP 2.00, Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs); ARP 3.00, Standard Procedure for FAA Review of Exhibit 'A' Airport Property Inventory Maps; and other Advisory Circulars as appropriate. In order to correctly identify the unique conditions of the study airport, separate analyses will be prepared to identify obstructions to the surrounding navigable airspace and airport pavement conditions.

The ALP Update and Narrative Report will be conducted in logically organized phases that will include the following:

I. Phase I – Administration Phase

II. Phase II – Airport Development Plan (Narrative Report)

- Airport Inventory
 - o Airport Obstruction Evaluation
 - o Airport Pavement Evaluation (PCN Calculations)
- Identification of Key Issues
- Facility Requirements
- Financial Plan

III. Phase III – Update to ALP Drawing Set

- Title Sheet
- Airport Data Sheet
- Airport Layout Plan
- Airport Airspace Drawing
- Inner Portion of the Approach Surface Drawing
- Runway Departure Surface Drawing
- Airport Property Map (Exhibit "A")

Note: In accordance with *Airport Master Plans*, the CONSULTANT shall provide a Narrative Report and an ALP drawing set only. This scope of work is NOT intended to undertake a full Airport Master Plan study.

As required by FAA, the Airports Organization (ARP) SOP 2.00, FAA Review and Approval of Airport Layout Plans (ALPs) will be utilized in the preparation of the ALP drawing set; and ARP SOP 3.00, FAA Review of Exhibit 'A' Airport Property Inventory Maps will be utilized in the preparation of the Airport Property Map (Exhibit "A"). It is agreed that any future revisions to the SOP after a Notice to Proceed (NTP) has been issued by the SPONSOR may constitute additional work.

I. Phase I – Administration Phase

This project will be performed by the SPONSOR with grant assistance from the FAA Airport Improvement Program (AIP).

The CONSULTANT shall aid the SPONSOR by acting as their liaison and project coordinator with the FAA. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of all paperwork required to secure funds for the project. The specific items of work shall include:

- i. Assistance with the preparation of reimbursement request packages, coordination of their execution by the SPONSOR, and submission to the funding agencies.
- ii. Aid the SPONSOR by acting as liaison and project coordinator with the funding agencies (FAA).

Meetings/Coordination

CONSULTANT will schedule the following meetings with the SPONSOR:

- i. Kick-off meeting via conference call to discuss the proposed schedule, study definition, and ALP Update process;
- ii. One site visit to complete an airport inventory (assumes Project Manager and Lead Planner);
- iii. One site visit to present proposed airport development plan to SPONSOR staff (assumes Project Manager and Facility Manager); and
- iv. Monthly project status updates via conference call.

CONSULTANT will assist with FAA coordination and participate in one on-site meeting at the San Francisco - Airports District Office (ADO) if necessary. If additional meetings are required by the SPONSOR, the CONSULTANT reserves the right to request additional fee.

II. Phase II – Airport Development Plan (Narrative Report)

i. Airport Inventory

This phase involves data collection and inventory of facilities and property at the Airport, an onsite visit to confirm information about existing facilities, and an interview of airport management to determine airport facility needs and future business development.

a. Existing Airport Facilities

Existing airside and landside facilities will be documented and facilities will be compared to FAA design standards outlined under FAA AC 150/5300-13A, *Airport Design*.

Available mapping material and aerial photographs will be evaluated prior to the on-site visit.

Airside facilities refer to all aeronautical surfaces whereupon aircraft operations are carried out including runways, taxiways, and aprons. The airside inventory will include airport instrumentation, lighting and markings. Landside facilities refer to parts of the airport designed to serve passengers, tenants, airport workers, and airport administration such as vehicle access roads, vehicle parking, fuel facilities, airport utilities, aircraft maintenance areas, and buildings. The landside inventory will document, but not examine, facilities outside of the SPONSOR's control.

The Narrative Report will include an overview section that provides detailed information on the current characteristics of the airport. This information is necessary to assist in the development of facility requirements and to address other safety, security or capacity deficiencies.

b. Airport Obstruction Evaluation

CONSULTANT will prepare an airport obstruction evaluation that identifies objects that penetrate defined imaginary surfaces and affect the navigable airspace surrounding the Airport. In support of the evaluation, an obstruction survey will be prepared to identify obstructions that penetrate the following surfaces:

- Advisory Circular (AC) 150/5300-18B
- Federal Aviation Regulations (FAR) Part 77
- Runway End Siting (RESS) surfaces

The survey will include the collection of aerial imagery for planimetric feature extraction to accomplish an FAA Airport Airspace Analysis (AAA) survey for all noted surfaces and to assist in the development of the ALP Drawing Set. CONSULTANT will submit all data collected and associated required deliverable in the formats specified in the appropriate Advisory Circulars to the FAA Office of Airports, Airports Surveying-GIS Program.

FAA AC 150/5300-18B outlines the requirements the FAA Feature Dictionary digital deliverable must follow. All data submissions to the FAA will be in accordance Table 2.1 (Survey Requirements Matrix) of FAA AC 150/5300-18B, Column "Airport Layout Plan", through the program's web site at <http://airports-gis.faa.gov>.

The results of the obstruction survey will be delivered in excel spreadsheet format and will include a listing of the found objects, their location and obstacle penetration value. Recommendations for treating identified obstructions and cost estimates for removal or lighting of the obstructions as recommended will be included in an airport obstruction evaluation report and incorporated into the overall Airport Development Plan.

c. Airport Pavement Evaluation

CONSULTANT will prepare an evaluation of the existing airfield pavements owned and operated by the SPONSOR. Specific items of work include:

- i. Perform a visual site investigation of the airport area.
- ii. Collect and analyze historical pavement studies, construction as-built documents, reports, geotechnical analyses, and other related information to assist with determining the condition of the pavement.
- iii. Calculate the PCN (Pavement Classification Number) using the Aircraft Method as detailed in FAA Advisory Circular 150/5335-5C, *Standardized Method of Reporting Airport Pavement Strength – PCN*.
- iv. Prepare a write-up identifying the PCN values, how they were determined, and how they relate to the fleet mix of aircraft currently using the airport. Include recommendation and priority for improvements.

ii. Scheduled Airport Construction

All construction completed since the last approved ALP and future construction scheduled to be completed within the 20 year planning period will be noted as such and included in the inventory section of the Narrative Report.

iii. Key Issues

The current and future facility, operational, and management challenges that the airport currently faces will be documented in this section. The Narrative Report will evaluate and make recommendations for how to best handle these challenges.

iv. Facility Requirements

Facility requirements will be developed in accordance with various FAA advisory circulars and regulations that provide criteria for design of airport components. To assist in the development of facility requirements the latest available FAA Terminal Area Forecast (TAF) will be used in conjunction with previously prepared demand forecasts to determine the critical design aircraft. Forecasts will be prepared for the short-term (0-5), medium-term (6-10), and long-term (11-20)

planning periods.

A summary table will be included with the facility requirements that summarizes the infrastructure improvements needed to meet the short-term forecasted demand. Future airport development will focus on the short-term (five-year) planning period.

v. Facility Implementation and Financing Plan

The facility implementation and financing plan identifies capital improvement projects that are anticipated to take place within the planning period and the possible financial obligations to be assumed by the federal and state government, the airport sponsor, and private sources. A priority system will be developed and used in this study to produce priority rankings of development projects. The objective is to establish an efficient order for project development and implementation in the short term planning period. This will include a description of planned projects, an implementation plan/timeline, and identification of benchmarks or actions that will be conducted to verify that the original planning assumptions are correct or to proceed with project implementation.

Deliverables:

CONSULTANT shall provide two (2) hard copies of the draft Narrative Report to the FAA for review and comments upon SPONSOR approval. After FAA review and comment the ALP Narrative Report will be revised and two (2) hard copies and one (1) electronic copy of the Final ALP Narrative Report will be forwarded to the FAA for their records.

As directed by ARP SOP 2.00, the Narrative Report will include an Executive Summary that provides a summary of the findings/ recommendations of the planning effort and changes to the ALP.

III. Phase III – Update to ALP Drawing Set

ALP Drawings will be prepared in accordance with ARP SOP 2.00, Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs) and ARP 3.00, Standard Procedure for FAA Review of Exhibit 'A' Airport Property Inventory Maps.

i. Title Sheet

A separate title sheet with title and revision blocks, airport sponsor approval block, date of ALP, index of sheets, airport location/vicinity map, and other pertinent information as required by ARP SOP 2.00.

ii. Airport Data Sheet

The Airport Data Sheet will provide title and revision blocks, wind rose data, airport data table, runway data table, modification of standards (if necessary), and other dimensional characteristics of the airport that are reflected graphically on the ALP drawing. Due to the current fleet aircraft fleet mix (no turbine-powered aircraft) a table identifying the declared distances is not required.

iii. Airport Layout Plan

The Airport Layout Plan drawing will depict the existing and proposed future airport facilities. The drawing should include required facility identifications, description labels, imaginary surfaces, Runway Protection Zones, Runway Safety Areas, building elevations, and basic airport and runway data tables. Future airport development will focus on the short-term (five-year) planning period.

iv. Airport Airspace Drawing

Guidance provided by Title 14 Code of Federal Regulations (CFR) Part 77, Objects Affecting Navigable Airspace, defines this as a drawing depicting obstacle identification surfaces for the full extent of all airport development. It should also depict airspace obstructions for the portions of the surfaces excluded from the Inner Portion of the Approach Surface Drawing. The Airport Airspace Drawing will include:

- Title and revision blocks.
- Plan view of all 14 CFR Part 77 surfaces, based on ultimate runway lengths.
- Small-scale profile views of existing and ultimate approaches.
- Obstruction data table, as appropriate.

v. Inner Portion of the Approach Surface Drawing

Drawing containing the plan and profile view of the inner portion of the approach surface to the runway and a tabular listing of all surface penetrations. The drawing will depict the obstacle identification approach surfaces contained in 14 CFR Part 77 and RESS, airport design surfaces, and ground contours. The drawing will also include the 40:1 Obstacle Clearance Surface (OCS) for Runway 7 and Runway 25 as they both have published RNAV (GPS) procedures.

vi. Runway Departure Surface Drawing

Drawing containing profile view of the applicable departure surfaces as defined in Paragraph 303 of FAA AC 150/5300-13A. As Runway 7 has a published RNAV (GPS) procedure, the surface will be shown for that runway end.

vii. Airport Property Map (Exhibit "A")

The Airport Property Map (Exhibit "A") will be prepared to the same scale as the ALP and shall be in accordance with the guidelines outlined under AC 150/5100-17, Land Acquisition and Relocation Assistance for Airport Improvement Program (AIP) Assisted Projects, for items to include on the property map. ARP SOP 3.00, FAA Review of Exhibit 'A' Airport Property Inventory Maps will be utilized in the preparation of the Airport Property Map (Exhibit "A") will also be utilized.

Deliverables:

CONSULTANT shall provide six (6) full-size (22" x 34") sets of the Draft ALP Drawing Set to the FAA for review and comment after SPONSOR approval. After FAA review and comment the ALP Drawing Set will be revised and five (5) full-size (22" x 34") sets and one (1) electronic copy of the Final ALP Drawing Set will be forwarded to the FAA for their records. The Final ALP Drawing Set will be distributed to the FAA San Francisco ADO, FAA Western-Pacific Region, California Department of Transportation (Caltrans) - Division of Aeronautics, and SPONSOR.

Assumptions:

It is assumed that all previously prepared ALP Drawings and associated data, including Computer Added Design/Drafting (CADD) files, will be provided to the CONSULTANT by the SPONSOR. It is also assumed that the Project will NOT include the following:

- Development and evaluation of range of alternatives for airport development.
- Preparation of environmental documentation to meet California Environmental Quality Act (CEQA) requirements.
- Sponsor shall supply any existing plans and specifications for any pavement designs at the airport.
- Sponsor shall provide the Fleet Mix to the maximum extent available, which shall include

aircraft type and number of each aircraft operations for the last two years.

Sponsor shall file a NOTAM for runway closure and placement of proper runway and taxiway closure markings during geotechnical field work.

"EXHIBIT B"
FEDERAL AVIATION ADMINISTRATION PROVISIONS

1. **TITLE VI ASSURANCES:** During the performance of this Contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

In performing all work under this contract Contractor will comply with the following:

Provisions for all A/E Contracts	Law/Statute
Civil Rights Act of 1964, Title VI - Contractor Contractual Requirements	49 CFR part 21
Airport and Airway Improvement Act of 1982, Section 520	49 USC § 47123
Disadvantaged Business Enterprise	49 CFR part 26
Lobbying and Influencing Federal Employees	49 CFR part 20
Access to Records and Reports	49 CFR § 18.36
Breach of Contract Terms	49 CFR § 18.36
Rights to Inventions	49 CFR § 18.36
Trade Restriction Clause	49 CFR part 30

(a) Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter called "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations") which are herein incorporated by reference and made a part of this Agreement.

(b) Nondiscrimination. The Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(d) Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County, the Federal Aviation Administration (FAA), or the Comptroller General of the United States to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required by the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the County or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information. The Consultant shall maintain all required records for three (3) years after the sponsor makes final payment and all other pending matters are closed.

(e) Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the Consultant under this Agreement until the Consultant complies, and/or
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

(f) Incorporation of Provisions. The Consultant shall include the provisions of Paragraphs a through e of this Section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the County or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the County to enter such litigation to protect the interests of the County and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

2. DBE OBLIGATION: The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

3. FEDERAL OBLIGATION: it is understood by the County and Consultant that the Federal Aviation Administration (FAA) is not a party to this Agreement and will not be responsible for costs except as should be agreed upon by the County and FAA under a Grant Agreement for the Project.

4. ACCESS TO RECORDS: The Consultant agrees that the County, the FAA, and the Comptroller General of the United States will have access to any books, documents, papers, and records that are directly pertinent to the grant program, for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant agrees to maintain these records for a period of three (3) years after the County makes final payment to the Consultant for the work contained in this Agreement.

5. REMEDIES FOR BREACH OF AGREEMENT BY CONSULTANT: In the event Consultant breaches any provisions of this Agreement and fails to commence the cure of such breach within ten (10) days following written notice from County or thereafter fails to diligently prosecute such cure to completion, County shall have the right to suspend this Agreement for a reasonable time pending the cure of other resolution of such breach, or to terminate this Agreement as provided herein, or to pursue all other rights and remedies available at law, including but not limited to an action for damages for breach of contract. The damages for which Consultant shall be liable shall include the reasonable costs incurred by County to complete this contract to the extent such costs exceed the maximum amount payable to Consultant hereunder.

“EXHIBIT C”
PROJECT COSTS

I. DIRECT LABOR COSTS:

TITLE	RATE OF PAY(\$/HR)	@ HOURS	COST
A. MANAGING ENGINEER	\$240.00	`34	\$8,160
B. PROJECT ENGINEER	\$146.00	`72	\$10,512
C. DESIGNER	\$99.00	`210	\$20,790
D. ADMINISTRATIVE ASSISTANT	\$76.00	`20	\$1,520
E. GRANTS ADMINISTRATOR	\$111.00	`20	\$2,220
F. MANAGER AIRPORT PLANNING	\$205.00	`12	\$2,460
G. SENIOR PLANNER	\$181.00	`144	\$26,064
H. PLANNER	\$123.00	`106	\$13,038
I. STAFF PLANNER	\$99.00	`50	\$4,950

TOTAL PLANNING SERVICES: \$89,714

II. ESTIMATE OF DIRECT EXPENSES:

- A. TRAVEL, RENTAL CAR: 2 DAYS @ 1 RENTAL RATE @ \$100.00 = \$200.00
- B. TRAVEL, BY AIR: 1 TRIPS @ 2 PERSONS @ \$500.00 = \$1,000.00
- C. TRAVEL, PER DIEM: 2 DAYS @ 2 PERSONS @ \$40.00 = \$160.00
- D. TRAVEL, MILEAGE: 1 ROUND TRIPS @ 400 MILES/RATE @ \$0.550 = \$220.00
- E. TRAVEL, HOTEL: 2 TRIPS @ 1 ROOM RATE @ \$135.000 = \$270.00

TOTAL ESTIMATE OF DIRECT EXPENSES: \$1,850

AGIS/OBSTRUCTION SURVEY BY SUBCONTRACTOR: \$83,405

TOTAL PROJECT COST: \$174,969