

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
3.33  
(ID # 7762)

**MEETING DATE:**

Tuesday, August 28, 2018

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Construction Administration Services for the Jacqueline Cochran Regional Airport - Runway 17/35, Taxiway F and Connector Taxiway Pavements Rehabilitation Project, District 4 [\$168,478], Federal Aviation Administration Airport Improvement Grant Funds 90%, Special Aviation Budget Fund [22350] 10%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to execute the attached work order agreement between the County of Riverside and Mead & Hunt, Inc. for Construction Administration Services to the Runway 17-35, Taxiway F and Connector Taxiway Pavements Rehabilitation Project at Jacqueline Cochran Regional Airport; and
2. Delegate Change Order authority to the Assistant County Executive Officer/ECD, or designee, in accordance with Board Policy B-11.

**ACTION:** Policy

Robert Field, Assistant County Executive Officer/ECD 8/13/2018

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: August 28, 2018  
xc: EDA

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$168,478	\$0	\$ 168,478	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> Federal Aviation Administration Airport Improvement Grant funds 90%, Special Aviation Budget Fund (22350) 10%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2018/2019	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The purpose of this project is to provide construction administration services to the Jacqueline Cochran Regional Airport Runway 17-35 pavement, and the adjoining taxiway pavement rehabilitation construction project authorized for bidding by the BOS on June 26, 2018. The construction administration for this project will be provided for with a \$168,478 fee which includes a 15% cost contingency. The construction project is anticipated take place during the fourth quarter of 2018 and is expected to take approximately 54 days to complete.

The Runway 17-35, Taxiway F and Connector Taxiway Pavements Rehabilitation Project is consistent with the Airport's Capital Improvement Program and Master Plan. Mead & Hunt, Inc. was selected by Request for Qualification as the County's Airport Project Consultant, per the Federal Aviation Administration's (FAA) five-year consultant selection criteria on November 24, 2014.

Staff proposes to have Mead & Hunt, Inc. provide construction administration services to include project management, engineering design and overall construction administration. Staff recommends that the Board of Supervisors approve the necessary construction administration work order agreement for the construction project. County Counsel has reviewed and approved the attached documents as to legal form.

Previous Agenda References items include: 3.24 of November 24, 2014 and 3.24 of June 26, 2018.

**Impact on Citizens and Businesses**

The construction project for the rehabilitation of Runway 17-35, Taxiway F and Connector Taxiway Pavements will improve the airport operations and enhance capacity and safety. This project will provide a positive economic impact for both citizens and businesses in and around the Jaqueline Cochran Regional Airport.

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

**SUPPLEMENTAL:**


**Additional Fiscal Information**

There will be no impact to the County's general fund.

**ATTACHMENTS:**

Work Order Agreement

  
Rohini Dasika, Principal Management Analyst 8/20/2018

  
Gregory V. Priamos, Director County Counsel 8/15/2018

**WORK ORDER AGREEMENT**  
**FOR**  
**JACQUELINE COCHRAN REGIONAL AIRPORT**  
**RUNWAY 17/35, TAXIWAY F AND CONNECTOR TAXIWAY PAVEMENTS**  
**REHABILITATION**  
**CONSTRUCTION ADMINISTRATION SERVICES**  
**BY AND BETWEEN**  
**RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY**  
**AND**  
**MEAD & HUNT, INC.**

**This Agreement** is made and entered into this 25<sup>th</sup> day of August, 2018, by and between the COUNTY OF RIVERSIDE by and through the Economic Development Agency (EDA), a public body corporate politic in the State of California (hereinafter "COUNTY"), and MEAD AND HUNT, INC., (hereinafter "CONSULTANT").

**RECITALS**

**WHEREAS**, the proposed services provided in this Agreement are necessary to maintain airport pavement conditions, critical to the airport's operation; and

**WHEREAS**, the COUNTY has selected CONSULTANT to provide services based on Request for Proposal (RFP) for Airport Consulting Services that included runway and taxiway rehabilitation; and

**WHEREAS**, the COUNTY and the CONSULTANT have entered into a MASTER SERVICE AGREEMENT, dated 9th day of September 2014, the terms of which apply to this Work Order Agreement; and

**WHEREAS**, CONSULTANT is uniquely qualified based on their prior knowledge by completing design and construction projects for Jacqueline Cochran Regional Airport; and

**WHEREAS**, CONSULTANT has agreed to provide such services to COUNTY.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **DESCRIPTION OF SERVICES**: CONSULTANT shall provide construction administration services for the Jacqueline Cochran Regional Airport Runway 17/35, Taxiway F and Connector Taxiways Pavement Rehabilitation project at, as outlined and specified in Exhibit "A", which is attached hereto and by this reference incorporated herein.

1.1 CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform all services, duties, and obligations required by this Agreement to fully and adequately complete the project. CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT further represents and warrants to the COUNTY that it has all licenses, permits, qualifications, and approvals of whatever nature are legally required to practice its profession. CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

2. **PERIOD OF PERFORMANCE**: CONSULTANT shall commence performance upon date of execution of this Agreement and complete performance within twelve (12) months. CONSULTANT will diligently and responsibly pursue the performance of the services required of it by this Agreement through project completion unless the work is altered by written amendment(s) pursuant to the MASTER SERVICES AGREEMENT between COUNTY and CONSULTANT, dated September 9, 2014, currently in place. In the event the services described in this fully executed work order are not completed during the term of the MASTER SERVICES

AGREEMENT, though the work order was executed by the parties while the MASTER SERVICES AGREEMENT was in effect, CONSULTANT shall continue to be obligated to perform the services and the COUNTY shall be obligated to pay for such services as provided in this work order.

3. **COMPENSATION:** The COUNTY shall pay the CONSULTANT for services performed and expenses incurred in accordance with Exhibit A, Scope of Services.

3.1 CONSULTANT shall be paid a LUMP SUM amount not-to-exceed Fifty-three Thousand Two Hundred Dollars (\$53,200.00) for Construction Administration Services described in Exhibit "A", Description of Tasks in Phases 1, 2, & 5. CONSULTANT shall submit invoices monthly to the COUNTY for progress payments based on the performance of the total work completed to date.

3.2 CONSULTANT shall be paid a TIME AND EXPENSE amount not-to-exceed One Hundred Fifteen Thousand Two Hundred Seventy-eight Dollars (\$115,278.00) for Construction Administration Services described in Exhibit "A", Description of Tasks in Phases 3 & 4. CONSULTANT shall submit invoices monthly to the COUNTY for progress payments based on the performance of the total work completed to date.

4. **CONFLICT OF INTEREST:** CONSULTANT shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

5. **DESIGNATED REPRESENTATIVES:** The following individuals are designated as representatives of the AGENCY and CONSULTANT respectively to act as liaison between the parties:

**AGENCY**

Liliana Valle  
Airport Manager  
Economic Development Agency for the  
County of Riverside  
3403 10<sup>th</sup> St., Suite 400  
Riverside, CA 92501  
Phone: (951) 955-9418  
Fax: (951) 955-6686  
Email: LValle@rivco.org

**CONSULTANT**

Robert Casagrande  
Department Manager  
Mead and Hunt, Inc.  
1360 19<sup>th</sup> Hole Drive, Suite 200  
Windsor, CA 95492  
Phone: 707-526-5010  
Fax: 608-273-6391  
Email: bob.casagrande@meadhunt.com

Any change in designated representatives shall be promptly reported to the other party in order to ensure proper coordination.

6. **NOTICES:** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

**AGENCY**

Liliana Valle  
Airport Manager  
Riverside County, EDA  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, CA 92501

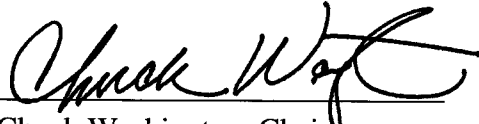
**CONSULTANT**

Jon J. Faucher (or Jeffrey T. Leonard)  
Vice President  
Mead & Hunt, Inc.  
1360 19<sup>th</sup> Hole Drive, Suite 200  
Windsor, CA 95492

IN WITNESS WHEREOF, the parties hereto have caused their duly representatives to execute this Agreement.

**COUNTY OF RIVERSIDE**

**MEAD AND HUNT, INC.**



Chuck Washington, Chairman  
Board of Supervisors



Jeffrey T. Leonard, PE  
Vice President

**ATTEST:**



Kecia Harper-Ihem  
Clerk of the Board

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel



*for* Synthia M. Gunzel  
Deputy County Counsel



**JACQUELINE COCHRAN REGIONAL AIRPORT  
RIVERSIDE COUNTY**

**Runway 17/35, Taxiway F and Connector Taxiway Pavements Rehabilitation**

**Construction Administration**

**Scope of Services**

**July 2018**

**PROJECT DESCRIPTION**

The proposed project consists of the pavement rehabilitation of Runway 17/35, Taxiway F and connector taxiways for the Jacqueline Cochran Airport–TRM (AIRPORT) for the County of Riverside (COUNTY). The project is partially funded by the Federal Aviation Administration (FAA) under the Airport Improvement Program (AIP) grant system and is subject to compliance with all FAA regulations and standards.

Mead & Hunt, Inc. (CONSULTANT) shall exercise its best judgment, guided by consultation with the COUNTY, in determining the balance between the needs of the COUNTY, the FAA design standards, the quality of construction, and the COUNTY funds available to achieve optimum construction of the project.

This project will be bid with a Base Bid and a Bid Alternate to allow for currently undetermined funding levels and efficient phasing during construction. The Base Bid consists of rehabilitating the runway, blast pads, and connector taxiways up to and including the Runway 17/35 holding position markings. The rehabilitation consists primarily of crack sealing and applying an emulsified asphalt seal coat. There are also select areas where asphalt pavement is being removed and replaced.

The Bid Alternate consists of the rehabilitation of the remaining portions of the Runway 17/35 connector taxiways and Taxiway F. The rehabilitation consists primarily of crack sealing and applying an emulsified asphalt seal coat. There are also select areas where asphalt pavement is being removed and replaced.

This Scope includes construction administration services to be rendered by CONSULTANT for the COUNTY after the award of the construction contract. This Scope assumes a total of 54 working days, with 29 working days of construction observation, which includes the assumed award of the Bid Alternate.

Bids for this project were opened on July 25, 2018. The construction contract amount is \$1,076,267.05.

**SUMMARY SCOPE OF SERVICES**

The following summarizes the phases of work for this Scope of Services:

Phase 1 – Project Management

Phase 2 – Pre-Construction Services

Phase 3 – Construction Administration

Phase 4 – Construction Observation, Material Testing

Phase 5 – Post Construction Services

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

## **PHASE 1 PROJECT MANAGEMENT (Lump Sum)**

### **1.0 PROJECT MANAGEMENT**

Project management is a set of interrelated actions and processes performed by the CONSULTANT to identify, assemble, and employ appropriate resources to accomplish the Scope of Services.

The CONSULTANT will use correspondence and administration to accomplish project management, which is expected to include: development of Scope of Services, fee estimate, schedule, and agreement; assignment of appropriate staff and resources; monitoring of scope, budget, and schedule to determine status, action, and effort; and invoicing and reporting (expected monthly).

A Project Manager (PM) will be assigned to the Project and will be responsible for the overall administration and review of construction progress. Work will be performed under the supervision of the PM, with the assistance of office-based engineering staff to support the PM as appropriate.

## **PHASE 2 PRE-CONSTRUCTION SERVICES (Lump Sum)**

### **2.0 PRE-CONSTRUCTION CONFERENCE**

2.1 CONSULTANT will arrange for and conduct the pre-construction conference. The Project Manager, Engineer of Record, and Construction Observer will prepare for and conduct this meeting to review FAA and project-specific requirements prior to commencing construction. The meeting will be conducted at the AIRPORT and will include the COUNTY, representatives of FAA Los Angeles Airports District Office, Contractor, subcontractors, AIRPORT tenants affected by construction, and utility companies. This task will include the following:

- a. Schedule meeting, send invitations, provide meeting materials, and prepare pre-meeting exhibits and materials.
- b. Obtain and review the project construction schedules from the Contractor or Contractors prior to presentation at the pre-construction conference. The COUNTY should be provided with copies of all the construction schedules.
- c. Prior to the pre-construction conference, furnish the COUNTY with the name of the Resident Engineer or Construction Observer and qualifications for COUNTY's approval.
- d. Provide the Contractor with a list of required submittals that they must provide and discuss at the pre-construction conference.
- e. Preside at the pre-construction conference, prepare a detailed record (meeting minutes) of the conference, submit record to the COUNTY for review and comment, and distribute the final record.

### **3.0 PREPARE CONSTRUCTION MANAGEMENT PLAN (CMP)**

3.1 The CONSULTANT will obtain the Contractor's Quality Control Plan and will then prepare the Construction Management Plan (CMP). The CMP combines data from the Quality Control Plan with information of project specific responsibilities from the COUNTY and CONSULTANT. The CMP will outline the submittal requirements and material testing requirements, as set forth in

the construction documents and contained in Federal Advisory Circular (AC) 150/5370-10G. The CMP will summarize the types and frequency of testing required for quality acceptance, in addition to the credentials of those performing the testing. A preliminary copy of the CMP will be submitted to the COUNTY and FAA for approval. After FAA review, the CMP may be revised and issued to the Contractor for use.

#### 4.0 CONSTRUCTION FILES AND DOCUMENTATION

The CONSULTANT will verify that the construction contracts are in order, the Contractor has met the Disadvantaged Business Enterprise (DBE) goals (if applicable) or made a good-faith effort towards meeting the goals, and that the Contractor has provided proof of insurance, and the bonds have been completed.

CONSULTANT will prepare a conformed set of plans and specifications (Construction Set). The project plans and specifications will be updated to include any addenda items issued during bidding. The quantity sheets, testing sheets, and construction report format will be prepared. Contractor and Observer will be provided with five (5) copies each of the construction set of plans and specifications.

#### 5.0 SCHEDULE AND COORDINATE SUBCONSULTANTS

The CONSULTANT will contact subconsultants needed for this project and establish a preliminary schedule for their activities, arrange for security badges, and discuss access issues. Subconsultants will be asked to attend the preconstruction conference.

#### PHASE 2 DELIVERABLES

- 1) Pre-Construction Meeting Minutes – Electronic files distributed to all meeting attendees.
- 2) Construction Management Plan – Electronic copy and two (2) hard copies.
- 3) Conformed Set of Plans and Specifications – Electronic copy and two (2) hard copies.

### **PHASE 3 CONSTRUCTION ADMINISTRATION (T&E)**

#### 6.0 CONSTRUCTION ADMINISTRATION

The CONSULTANT will provide Construction Administration Services required for the execution of the contracted work as detailed below. A Project Manager (PM) will be assigned to the project and will be responsible for the overall administration of the construction progress.

The PM will review the project on a weekly basis and will make site visits to monitor construction activities. A total of eight (8) site visits are included in this Scope of Services.

The PM will provide the following services:

- a. Provide interpretation of plans and specifications.
- b. Check construction activities to obtain compliance with plans and specifications.
- c. Review shop drawings and Contractor submittals of certificates for compliance with design concepts.
- d. Review and provide comment on project compliance issues for quality control testing performed by the Contractor.
- e. Supervise and coordinate subconsultant contracts (if applicable).

- f. Attend and coordinate weekly progress meetings.
- g. Prepare and submit weekly FAA progress and inspection reports.
- h. Review pay estimates and provide an explanation of variation between the contract and pay quantities.
- i. Review payroll reports and monitor Contractor's compliance with paying employees, per the Davis-Bacon Act requirements.
- j. Prepare and recommend approval of change orders including: cost estimate development, cost/price analysis, and preparation and/or negotiation of necessary interpretations and clarifications, additions and deletions to change orders, and supplemental agreements, as required.
- k. Meet with the COUNTY for consultation and advice during construction, as needed.
- l. Assist COUNTY with the preparation of reimbursement request for this FAA AIP grant project.
- m. Verify that testing required by the specifications is performed, and review materials reports prepared in accordance with the Construction Management Plan.
- n. Monitor Contractor's compliance with Disadvantaged Business Enterprise program (if applicable).

#### PHASE 3 DELIVERABLES

- 1) Electronic or hard copy review of Contractor submittals.
- 2) Weekly progress reports to COUNTY and to the FAA.
- 3) Monthly Contractor Pay Requests.
- 4) Change Orders as necessary.
- 5) Certified Payroll Review.

### **PHASE 4 CONSTRUCTION OBSERVATION, MATERIAL TESTING (T & E)**

#### 7.0 CONSTRUCTION OBSERVATION

A dedicated Construction Observer will be assigned to this project. The Construction Observer will be on-site to coordinate and schedule staff, answer questions, observe quality control activities, process progress reports and pay requests, and record as-built changes. Additionally, the Construction Observer will acquire field measurements, and report non-compliance issues to PM.

The Construction Observer will be on-site for 24 days for the construction phases, and for five (5) days during each of the mobilization and demobilization phases.

This project requires construction observation staff with experience in pavement rehabilitation. For this reason, CONSULTANT staff will relocate one (1) Construction Observer for the duration of the Project. The travel and per diem cost included in the proposal are as follows:

- a. Food Per Diem – Fixed rate of \$45.00 per day, seven (7) days a week, for duration of the Project.
- b. Lodging – Actual cost per day +15% markup, seven (7) days a week for duration of Project. Fee estimates extended stay rate of \$150.00 per day.

- c. Auto Rental – Actual cost per day +15% markup, seven (7) days a week for duration of Project. Fee estimates extended rental rate of \$100.00 per day.

The Construction Observer will maintain a daily construction diary to record the construction history of the project. The diary will be made available to the PM and COUNTY upon request for review during inspections or visits. The project diary should include, but not be limited to, the following information: weather conditions, job site conditions, work in progress, general location of work, equipment in use, Contractor's work force and hours worked, delivered materials, 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 any delays to construction and the reason(s) for delays.

Services to be performed by Construction Observer (and Subconsultant if one is assigned) under this task include:

- a. Be on site full-time during construction activities by the Contractor.
- b. Review and check layout and surveys conducted by the Contractor in accordance with the plans and specifications.
- c. Check construction activities for compliance with plans and specifications.
- d. Monitor and observe SWPPP compliance and report non-compliance or concerns to the Engineer and Contractor.
- e. Assist the Engineer with the preparation of change orders, which shall include a cost estimate, cost/price analysis, and record of negotiations.
- f. Assist the Engineer in the evaluation and determination of the acceptability of substitute materials and equipment proposed by the Contractor. Evaluate the Contractor's suggestions on drawings / specifications modifications and report those suggestions to the Engineer.
- g. Furnish the Engineer with draft weekly construction progress and inspection reports.
- h. Assist the Engineer in the preparation and submittal of periodic estimates, including the final estimate, during the construction project. Determine the amount owed to the Contractor and recommend those payment amounts to the Engineer.
- i. Monitor the Contractor's compliance with the Construction Safety and Phasing Plan (CSPP) and immediately bring any non-compliance issues to the attention of the Contractor and Engineer.
- j. Monitor and review Contractor's Quality Control Program.
- k. Attend weekly construction progress meetings with the Contractor to discuss pertinent construction issues such as schedules, runway and taxiway closures, materials submittals, mix design approvals, secured area access, and traffic control.
- l. Conduct observations to determine if the work is completed and ready for final acceptance.
- m. Assist the Project Manager with the preparation of the "punch list."

- n. After consultation with the COUNTY, the Project Manager will furnish the Contractor with a list of items that were observed (punch list) and require completion or correction. The Construction Observer will observe construction activities necessary to complete the "punch list."
- o. The Construction Observer will attend the final inspection to be facilitated by the Project Manager.
- p. Conduct wage-rate interviews for compliance with state and federal law.
- q. The construction observation team will provide the Project Manager with their record drawings, assistance with completion of the final report, and all documentation reviewed and prepared throughout the project.

#### 7.1 MATERIAL TESTING AND QUALITY ASSURANCE

The Engineer will review submittals and the Observer will verify that approved materials are being utilized on-site. The Construction Observer will monitor application rates and limits.

Additionally, the materials testing services shall be performed by a subconsultant under contract with CONSULTANT, in conformance with the project plans and specifications. The CONSULTANT will be responsible for coordinating and scheduling QA materials testing throughout the construction duration.

CONSULTANT's subconsultant will make necessary acceptance tests in accordance with the cited requirements and standard methods of FAA, ASTM, and AASHTO; record all test results on the appropriate forms; prepare a summary of all testing and materials inspection; record all deviating tests; conduct materials inspections and quality assurance tests required by the FAA; and observe and evaluate all such tests made by the Contractor in the field and laboratory as necessary in accordance with plans and specifications; monitor Contractor's performance of the required quality control tests; and furnish copies of all test reports to the COUNTY.

This Scope assumes the following materials testing:

- Item P-401: Hot Mix Asphalt Pavements

#### 7.2 TOPOGRAPHICAL SURVEY – NOT IN CONTRACT (NIC)

#### PHASE 4 DELIVERABLES

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

#### PHASE 5 POST CONSTRUCTION SERVICES (LUMP SUM)

#### 8.0 FINAL INSPECTION AND DOCUMENTATION

##### 8.1 Final Inspection

CONSULTANT will schedule and conduct a final inspection with the COUNTY, Contractor, and FAA representatives 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 a list of those items.

8.2 Final Punch List

CONSULTANT will prepare a punch list correspondence to include the deficient items and will forward the correspondence to the Contractor. It will state the items in need of correction and will request a schedule for completion. The CONSULTANT will send a copy to the COUNTY and include a copy in the Final Construction Report.

8.3 Final Construction Certifications

Once all of the punch list items have been completed, the CONSULTANT will prepare a "Sponsor Certification of Final Construction Acceptance" for the project. This certification will also be included in the Final Construction Report.

9.0 RECORD DRAWINGS

9.1 Record Drawings

The CONSULTANT will collaboratively assemble the project Record Drawings. The Record Drawings will detail field constructed conditions included as part of this project and will include any field surveying required to compute final quantities. Any drawings will become record information. The CONSULTANT will provide the COUNTY with a set of reproducible Record Drawings in both digital and hardcopy format.

10.0 FINAL CONSTRUCTION REPORT (FCR)

Once the project is complete, a Final Construction Report will be prepared and assembled in conformance with FAA Standards. Components of the report will include a summarization of the project description, project pay requests, change orders, project certifications, documentation of final project acceptance, and test result summaries for all material testing performed during construction. As part of this task, the project closeout will be coordinated with the COUNTY and FAA.

11.0 UPDATE AIRFIELD SIGNAGE PLAN TO REFLECT CONSTRUCTION CHANGES - NIC

12.0 UPDATE AIRPORT LAYOUT PLAN (ALP) TO REFLECT AS-BUILT CHANGES - NIC

13.0 UPDATE AIRPORT PAVEMENT MAINTENANCE AND MANAGEMENT PROGRAM - NIC

PHASE 5 DELIVERABLES

- 1) Final Construction Report – two (2) reproducible hardcopies and electronic file.
- 2) As-built Drawings – one (1) full-size reproducible hardcopy and electronic file.
- 3) Photographs of finalized job – electronic files.

**SERVICES NOT INCLUDED**

- 1) Contract change orders beyond the scope of the awarded contract.
- 2) Extensions of construction time beyond the awarded contract timeframes.
- 3) FAA grant reimbursement submission.
- 4) Filing of Notice of Completion to the FAA.

## **SCHEDULE OF COMPLETION**

The CONSULTANT will complete work called for under this Scope, Phases 1 – 4 with a schedule submitted by the Contractor and approved by the COUNTY. Construction is expected to begin in October of 2018 and be completed in November 2018.

The CONSULTANT will complete work called for under Phase 5 – Post Construction Services within 40 working days of the receipt of a copy of the Notice of Completion filed by the COUNTY.

## **COMPENSATION FOR SERVICES**

Payment for work outlined in this Scope of Services is as follows:

- 1) Payment for work under Phase 1, "Project Management," Phase 2, "Pre-Construction Services," and Phase 5 "Post Construction Services" shall be made on a Lump Sum basis. The budget for these services is Fifty-three Thousand Two Hundred Dollars (\$53,200.00). This budget shall not be exceeded without written authorization from the COUNTY. The cost breakdown is shown on *Attachment 1* of this Scope.
- 2) Payment for Phase 3, "Construction Administration" and Phase 4, "Construction Observation, Material Testing" shall be on a Time-and-Expense basis in conformance with the Mead & Hunt, Inc., California Billing Rate Schedule, 2018 (see *Attachment 2*). The budget for these services is One Hundred Fifteen Thousand Two Hundred Seventy-eight Dollars (\$115,278.00). This amount shall not be exceeded without written authorization from the COUNTY. The estimated cost breakdown is included as *Attachment 1, Construction Services Cost Estimate Breakdown*.
- 3) Payment for any additional services requested by the COUNTY will be performed on a Time-and-Expense basis in conformance with the Mead & Hunt, Inc. California Billing Rate Schedule for current year (2018) rates included as *Attachment 2*, or as required by Federal or California Labor Wage Rates. The CONSULTANT will establish the budget for additional services prior to the start of any additional work. Any additional services must be authorized in writing by the COUNTY.

Attachments:

- 1 – *Construction Administration Cost Estimate Breakdown*
- 2 – *Mead & Hunt, Inc. California Billing Rate Schedule, 2018*



# Construction Administration Services Cost Estimate Breakdown

AIRPORT: Jacqueline Cochran Regional Airport (TRM)

LOCATION: Thermal, California

AIP PROJECT NO. 3-06-0256-023-2017

PROJECT DESCRIPTION: Runway 17-35, Taxiway F, and Connector Taxiways Rehabilitation

# ATTACHMENT 1

PROJECT NUMBER: 3172800-170220.02

DATE: 8/2/18

Version 1

<b>PHASE 1 - PROJECT MANAGEMENT (LUMPSUM)</b>		<b>Engineering Fee</b>
1.0	Project Management	\$12,676.00
	Expenses	\$0.00
<b>TOTAL PHASE 1 - PROJECT MANAGEMENT</b>		<b>\$12,676.00</b>
<b>PHASE 2 - PRE-CONSTRUCTION (LUMPSUM)</b>		<b>Engineering Fee</b>
2.0	Pre-Construction Conference	\$2,986.00
3.0	Prepare Construction Management Plan (CMP)	\$3,717.00
4.0	Construction Files & Documentation	\$8,646.00
5.0	Schedule & Coordinate Subconsultants	\$5,968.00
	Expenses	\$248.00
<b>TOTAL PHASE 2 - PRE-CONSTRUCTION</b>		<b>\$21,565.00</b>
<b>PHASE 3 - CONSTRUCTION ADMINISTRATION (T&amp;E)</b>		<b>Engineering Fee</b>
6.0	Construction Administration	\$26,536.00
	Expenses	\$1,112.00
<b>TOTAL PHASE 3 - CONSTRUCTION ADMINISTRATION</b>		<b>\$27,648.00</b>
<b>PHASE 4 - CONSTRUCTION OBSERVATION, MATERIAL TESTING (T&amp;E)</b>		<b>Engineering Fee</b>
7.0	Construction Observation	\$47,600.00
7.1	Material Testing and Quality Assurance	\$30,000.00
7.2	Topographical Survey - NIC	\$0.00
	Expenses	\$10,030.00
<b>TOTAL PHASE 4 - RESIDENT ENGINEERING &amp; MATERIAL TESTING</b>		<b>\$87,630.00</b>
<b>PHASE 5 - POST CONSTRUCTION SERVICES (LUMPSUM)</b>		<b>Engineering Fee</b>
8.0	Final Inspection and Documentation	\$3,910.00
9.0	Record Drawings	\$6,231.00
10.0	Final Construction Report (FCR)	\$8,600.00
11.0	Update Airfield Signage Plan to reflect construction changes (NIC)	\$0.00
12.0	Update Airport Layout Plan (ALP) Revisions to reflect as-built changes (NIC)	\$0.00
13.0	Update Pavement Maintenance and Management Program (PMMP)(NIC)	\$0.00
	Expenses	\$218.00
<b>TOTAL PHASE 5 - POST CONSTRUCTION SERVICES</b>		<b>\$18,959.00</b>



Item No.	Senior Associate \$300.00	Senior Project Engineer \$222.00	Senior Engineer \$165.00	Construction Observer \$140.00	Engineer I \$120.00	Administrative Assistant \$100.00	Clerical \$73.00	Total Hours	Cost Summary
<b>PHASE 2 - PRE-CONSTRUCTION (LUMPSUM)</b>									
2.0 Pre-Construction Conference									
	0	0	8	8	0	4	2	22	\$2,986.00
Estimated Total Man-hours	\$0.00	\$0.00	\$1,320.00	\$1,120.00	\$0.00	\$400.00	\$146.00		\$2,986.00
Summary Costs									
3.0 Prepare Construction Management Plan (CMP)									
	0	0.5	4	0	20	4	2	30.5	\$3,717.00
Estimated Total Man-hours	\$0.00	\$111.00	\$660.00	\$0.00	\$2,400.00	\$400.00	\$146.00		\$3,717.00
Summary Costs									
4.0 Construction Files & Documentation									
	0	0	20	0	40	4	2	66	\$8,646.00
Estimated Total Man-hours	\$0.00	\$0.00	\$3,300.00	\$0.00	\$4,800.00	\$400.00	\$146.00		\$8,646.00
Summary Costs									
5.0 Schedule & Coordinate Subconsultants									
	1	4	8	0	0	20	20	53	\$5,968.00
Estimated Total Man-hours	\$300.00	\$688.00	\$1,320.00	\$0.00	\$0.00	\$2,000.00	\$1,460.00		\$5,968.00
Summary Costs									
Expenses									
	0	0	0	0	0	0	0	0	\$0.00
Auto Rental + Fuel								0 Days	\$100.00
Mileage	0	0	200	200	0	0	0	400 Miles	\$0.55
Lodging	0	0	0	0	0	0	0	0 Days	\$150.00
Travel and Airline Costs	0	0	0	0	0	0	0	0 Trips	\$600.00
Computer Costs	0	0	0	0	0	0	0	0	\$0.00
Reproduction Costs	0	0	0	0	0	0	0	0	\$0.00
Meals	0	0	1	1	0	0	0	2 Meals	\$30.00
Other	0	0	0	0	0	0	0	0	\$0.00
Other	0	0	0	0	0	0	0	0	\$0.00
Other	0	0	0	0	0	0	0	0	\$0.00
Other	0	0	0	0	0	0	0	0	\$0.00
Total Expenses									\$248.00
<b>PHASE 2 - PRE-CONSTRUCTION (LUMPSUM) TOTAL</b>									<b>\$21,565.00</b>

Item No.	Senior Associate \$300.00	Senior Project Engineer \$222.00	Senior Engineer \$185.00	Construction Observer \$140.00	Engineer I \$120.00	Administrative Assistant \$100.00	Clerical \$73.00	Total Hours	Cost Summary
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**PHASE 3 - CONSTRUCTION ADMINISTRATION (T&E)**

6.0 Construction Administration									
Estimated Total Man-hours	8	8	100	0	20	20	20	176	
Summary Costs	\$2,400.00	\$1,776.00	\$16,500.00	\$0.00	\$2,400.00	\$2,000.00	\$1,460.00		\$26,536.00
Expenses	Rate								
Auto Rental + Fuel	0	0	0	0	0	0	0	0 Days	\$100.00
Mileage	0	0	1600	0	0	0	0	1600 Miles	\$0.55
Lodging	0	0	0	0	0	0	0	0 Days	\$150.00
Travel and Airline Costs	0	0	0	0	0	0	0	0 Trips	\$600.00
Computer Costs	0	0	0	0	0	0	0	0	\$0.00
Reproduction Costs	0	0	0	0	0	0	0	0	\$25.00
Meals	0	0	8	0	0	0	0	16 Meals	\$15.00
Other	0	0	0	0	0	0	0	0	\$0.00
Other	0	0	0	0	0	0	0	0	\$0.00
Other	0	0	0	0	0	0	0	0	\$0.00
<b>Total Expenses</b>									<b>\$1,112.00</b>

**PHASE 3 - CONSTRUCTION ADMINISTRATION (T&E) TOTAL \$27,648.00**

Item No.	Senior Associate \$300.00	Senior Project Engineer \$222.00	Senior Engineer \$165.00	Construction Observer \$140.00	Engineer I \$120.00	Administrative Assistant \$100.00	Clerical \$73.00	Total Hours	Cost Summary
<b>PHASE 4 - CONSTRUCTION OBSERVATION, MATERIALS TESTING, AND TOPOGRAPHIC SURVEY (T&amp;E)</b>									
<b>7.0 Construction Observation, Material Testing, and Topographic Survey</b>									
* Field Inspection/Observation	0	0	0	34	0	0	0	34	
Hours per Day	0	0	0	10	0	0	0	10	
Total Hours	0	0	0	340	0	0	0	340	\$47,600.00
<b>Subconsultant</b>								<b>Rate</b>	
7.1 Material Testing Sub	0	0	0	0	0	0	0	\$30,000.00	\$30,000.00
7.2 Topographic Survey Sub - NIC	0	0	0	0	0	0	0	\$0.00	\$0.00
<b>Estimated Total Subconsultants</b>									<b>\$30,000.00</b>
<b>Expenses</b>								<b>Rate</b>	
Auto Rental + Fuel	0	0	0	34	0	0	0	34 Days	\$100.00
Mileage	0	0	0	0	0	0	0	0 Miles	\$0.55
Lodging	0	0	0	34	0	0	0	34 Days	\$150.00
Travel and Airline Costs	0	0	0	0	0	0	0	0 Trips	\$600.00
Computer Costs	0	0	0	0	0	0	0	0	\$0.00
Reproduction Costs	0	0	0	0	0	0	0	0	\$25.00
Meals	0	0	0	102	0	0	0	102 Meals	\$15.00
Other	0	0	0	0	0	0	0	0	\$0.00
Other	0	0	0	0	0	0	0	0	\$0.00
Other	0	0	0	0	0	0	0	0	\$0.00
<b>Total Expenses</b>									<b>\$10,030.00</b>
<b>PHASE 4 - CONSTRUCTION OBSERVATION, MATERIALS TESTING, AND TOPOGRAPHIC SURVEY (T&amp;E) TOTAL</b>									<b>\$87,630.00</b>



**MEAD & HUNT, Inc.**  
**California Billing Rate Schedule**  
**Effective January 1, 2018**

**Standard Billing Rates**

Clerical.....	\$73.00 / hour
Interior Designer, Technical Editor.....	\$106.00 / hour
Senior Editor.....	\$156.00 / hour
Registered Land Surveyor.....	\$120.00 / hour
Accounting, Administrative Assistant.....	\$100.00 / hour
Technician I, Technical Writer.....	\$92.00 / hour
Technician II, Surveyor - Instrument Person.....	\$106.00 / hour
Technician III.....	\$115.00 / hour
Technician IV.....	\$132.00 / hour
Senior Technician.....	\$160.00 / hour
Engineer I, Scientist I, Architect I, Planner I.....	\$120.00 / hour
Engineer II, Scientist II, Architect II, Planner II.....	\$130.00 / hour
Engineer III, Scientist III, Architect III, Planner III.....	\$140.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist.....	\$165.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner.....	\$190.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner.....	\$222.00 / hour
Senior Associate, Principal, Senior Client/Project Manager.....	\$300.00 / hour

**Expenses**

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

**Travel Expense**

Company or Personal Car Mileage.....	\$ IRS rate / mile*
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\* the current IRS rate as of Jan. 1, 2018 is: **54.5 cents per mile**

Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance.....	cost plus 15%

**Billing & Payment**

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

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

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This schedule of billing rates is effective January 1, 2018, and will remain in effect until December 31, 2018, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

**MASTER SERVICE AGREEMENT  
BETWEEN  
MEAD & HUNT, INC.  
AND  
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY**

This Master Service Agreement (this "Agreement") is made this 9<sup>th</sup> day of Sept., 2014 by and between **MEAD & HUNT, INC.** a Wisconsin business corporation (the "Consultant") and **RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY** (the "Owner").

**NOW, THEREFORE**, the parties hereto, in consideration of the mutual undertakings and agreements contained herein, the receipt and sufficiency of which the parties hereto hereby acknowledge, agree as follows:

1. **Services.** Subject to the terms and conditions contained in this Agreement the Consultant shall perform the services described in each fully executed work order. The Consultant shall not be obligated to perform any services until it is in receipt of a work order executed by both the parties hereto which described the services to be performed and the rates and fees to be paid in connection with the services. Work orders may be executed in counterparts and copies of signatures transmitted by facsimile, email, or other electronic means shall be deemed originals. Possession by the Consultant of a fully executed work order shall for all purposes be considered authorization for the Consultant to commence performance of the services.
2. **This Agreement Controls.** If the terms or conditions of this Agreement conflict with those contained in any fully executed work order made in connection with this Agreement this Agreement shall govern. Each fully executed work order shall be deemed a part of this Agreement for the purposes of Section 24 of this Agreement. This Agreement shall apply to all fully executed work orders which reference this Agreement.
3. **Payment and Billing.** Consultant, will bill the Owner monthly, according to the fee or payment method set forth in the applicable work order, with net payment due thirty (30) days from the date an invoice is transmitted or placed in the mail to be sent to the Owner. The fees and rates described in the applicable work order shall govern the fees for such work order until it is amended. Past due balances shall be subject to an interest charge at a rate of 1.5% per month. Partial payments shall be applied first to accrued interest and second to the unpaid amounts for services rendered once accrued interest charges have been exhausted. In addition, Consultant, may, after giving seven (7) days' written notice, suspend service under any and all work orders until the Owner has paid in full all amounts due it for services rendered and expenses incurred, including the interest charge on past due invoices. The fees or rates described in a work order do not include any applicable state and local sales or use taxes, gross receipts taxes, or value-added taxes. Payment of any such taxes shall be the sole responsibility of the Owner. Consultant shall be entitled to payment of its court costs and actual attorney fees for any suit brought to collect any amounts due Consultant by Owner related to this Agreement.
4. **Term.** This Agreement shall be in effect from July 11, 2014 to July 11, 2019. In the event the services described in a fully executed work order will not be completed during the term of this



Agreement, though the work order was executed by the parties while the Agreement was in effect, Consultant shall continue to be obligated to perform the services and Owner shall be obligated to pay for such services as provided in the applicable work order.

5. **Adequacy of Scope of Services.** The stated fees and scope of services contained in any work order constitute the best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, may be amended only by written instrument signed by both parties. A fully executed work order may only be amended by a written amendment signed by both parties to this Agreement. For those work orders whose described work involves conceptual or process development service, activities often cannot be fully defined during initial planning. As the work progresses, facts uncovered may reveal a change in direction which may alter the scope. Consultant will inform the Owner in writing of such situations so that changes to the applicable work order may be made as required. If the Owner requests significant modifications or changes in the scope of the project, the time of performance of Consultant's services, the description of the services, and the applicable fees must be adjusted by amendment to the applicable work order before Consultant undertakes the additional work.
6. **Delay Caused by Owner.** The Owner shall be liable for and shall indemnify and hold Consultant harmless for all costs and damages incurred by Consultant for delays caused in whole or in part by the Owner's interference with Consultant's ability to provide services, including, but not limited to: (i) Owner's failure to provide specified facilities, information, or access; or (ii) situations where Consultant's services are extended by Owner's actions or inactions. If delays are caused by unpredictable occurrences outside Owner's control, including, without limitation, terrorism, fires, floods, riots, strikes, unavailability of labor or materials (due to terrorism, fires, floods, riots, or strikes), delays or defaults by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency, then the costs for services and schedule commitments shall be equitably adjusted before Consultant resumes its services.
7. **Insurance.** Consultant will maintain insurance coverage for: worker's compensation, general liability, automobile liability, aviation liability, and professional liability. Consultant will provide information as to specific limits upon written request. If the Owner requires coverages or limits in addition to those in effect as of the date of the Agreement, premiums for additional insurance shall be paid by the Owner.
8. **Limitation of Liability.** The liability of Consultant, to the owner for any indemnity commitments or for any damages arising in any way out of performance of services under a work order is limited to the amount of the fees paid by the Owner to Consultant under such work order as of the time the claim is made. No claim for any indemnity commitment or any damages arising out of the performance of services under any work order may be made more than three hundred sixty (360) days from the date of the last invoice which was transmitted or placed in the mail to be sent to Owner in the ordinary course under such work order (whether or not such invoice is paid). The three hundred sixty day period shall not be extended by re-invoicing or repeatedly invoicing Owner if an invoice is unpaid. In no case shall Consultant be liable for any loss due to terrorism or acts of war.
9. **Mold Damage.** Consultant and the Owner agree that the ultimate liability for mold or mildew regardless of its source, and for the actual, alleged, or threatened discharge, dispersal, release, or

escape of pollutants, mycotoxins, spores, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, buildings, the atmosphere, or body of water shall remain with Owner; and the responsibility and/or liability for any of the foregoing and for the ownership and maintenance of any toxic, hazardous, or asbestos materials relating to the project shall remain with the Owner. Consultant, and the Owner acknowledge that Consultant's professional liability and general liability policies do not apply to claims arising out of the foregoing. Therefore, the Owner agrees not to bring any claim against Consultant, relating to the uninsured liabilities referenced above.

10. **Confidential Information.** The term "Confidential Information" includes, but is not limited to, ideas, specifications, techniques, models, data, programs, documentation, processes, know-how, financial and technical information, and information marked or designated as such by Consultant or Owner. Owner and Consultant, shall not, during the term of this agreement or after the termination of this agreement for a period of two (2) years disclose any Confidential Information to any person or entity or use any Confidential Information for the benefit of Owner or Consultant, as the case may be, or any other person or entity, except with the prior written consent of Consultant, or Owner, as the case may be, or as required by law.
11. **Additional Guidance.** The Owner agrees to clarify and define project requirements and to provide or cause to be provided such other services including without limitation legal, accounting, and insurance counseling services as may be required for the services described in the work order as determined in the reasonably exercised discretion of Consultant.
12. **Termination.** Termination of this Agreement by the Owner or Consultant, shall be effective upon thirty (30) days' written notice to the other party. The written notice shall include the reasons and details for termination. Consultant, will prepare a final invoice showing all charges incurred which are unpaid through the date of termination for all work orders; payment is due as stated in Section 2 of this Agreement. All work by Consultant pursuant to any work order under this Agreement shall cease as of the termination date in the event this Agreement is terminated pursuant to this Section 12. If the Owner breaches this Agreement Consultant, may, upon (20) days' written notice, suspend services without further obligation or liability to the Owner unless, within such twenty (20) day period, the Owner remedies such breach to the reasonable satisfaction of Consultant which suspension of services shall not be deemed a breach of this Agreement.
13. **Limitation on Use of Data and Image Files.** Upon Owner's approval or if necessary for the project, Mead & Hunt, Inc. may release data, models, plans, CAD files, and/or drawings electronically to any other party involved in the project; and if such release is not provided for in the Scope of Services, fees may be adjusted before the documents are prepared for electronic submittal. Data and image files, both electronic and hard copy (hereinafter "Data Files") are part of Consultant's instruments of service and shall not be used for any purpose other than for the project associated with the particular work order for which the relevant Data Files were produced. Any reuse of Data Files or services shall be at Owner's sole risk and without liability or legal exposure to Consultant. Consultant makes no representation as to compatibility of electronic Data Files with Owner's hardware or software. Differences may exist between these electronic Data Files and corresponding hard-copy documents. Consultant makes no representation regarding the accuracy or completeness of the electronic Data Files provided. In the event that a conflict arises

between the signed or sealed hard-copy documents prepared by Consultant, and any electronic Data Files, the signed or sealed hard-copy documents shall govern. Because information presented on the electronic Data Files can be modified, unintentionally or otherwise, Consultant reserves the right to remove all indicia of ownership and/or involvement from each electronic display. Under no circumstances shall delivery of the electronic Data Files for reuse be deemed a sale by Consultant, and Consultant makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Consultant be liable for any loss of profit, delayed damages, or any consequential damages as a result of reuse or changes to Data Files or any data therein. To the fullest extent permitted by law, Owner shall indemnify and hold Consultant, its employees, and agents harmless against all damages, liability, or costs, including reasonable attorneys' fees, arising out of or resulting from Owner's reuse of any Data Files.

14. **Standard for Services.** Consultant will provide services in accordance with best professional practices. The parties agree that this is a contract for professional services and is not subject to the Uniform Commercial Code as adopted in any state.
15. **Content of Work Order.** The only provisions of a fully executed work order which shall have any effect shall be those provisions which describe rates, fees, delivery schedules, and the type and scope of services or work to be provided. No attempt to modify the terms of this Agreement through a work order shall be effective (for example by attaching terms and conditions to a work order). Written acknowledgment of the receipt of a work order or the actual performance of services in connection with a proposed work order shall not be deemed an acceptance by Consultant of the provisions of such proposed work order.
16. **Role of Consultant.** Consultant, intends to serve as the Owner's professional representative for those services as defined in this Agreement and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by Consultant, for the Owner are rendered on the basis of experience and qualifications and represent the professional judgment of Consultant. However, Consultant, cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the opinion of probable cost prepared by it. Owner agrees to indemnify and to hold Consultant, harmless for any claim arising out of or related in any way to project or construction costs even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Consultant (to the extent permitted by applicable law).
17. **Government Owners.** *Deleted.*
18. **Independent Consultant.** For all purposes including corporate, partnership, and agency law as well as the laws of local, state, and federal taxation this Agreement shall not be construed to create any relationship other than an independent Consultant relationship between the parties hereto and under no circumstances shall Consultant and Owner be deemed joint ventures or partners in a partnership due to this Agreement.
19. **Assignment and Subcontractors.** This Agreement may not be assigned by Owner without mutual written consent of Owner and Consultant. Except as otherwise herein provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective


heirs, executors, administrators, successors, and (permitted) assigns. Consultant may engage subcontractors to perform any work or services called for by a fully executed work order under this Agreement provided Consultant obtains the consent of Owner which shall not be unreasonably withheld and shall be provided in writing.

20. **Limitation of Scope of Services.** Except as stated for a specific project, this agreement shall not be construed as imposing upon or providing to Consultant, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
21. **Limitation on Liability.** Consultant is not liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages caused or incurred in connection with services provided under this Agreement.
22. **Force Majeure.** The Consultant shall not be responsible for any delays in the performance of services by it or its subcontractors due to the occurrence of a force majeure event which includes without limitation delays caused by terrorism, fires, floods, wars, embargos, riots, strikes, unavailability of labor or materials (for reasons including, without limitation, terrorism, fires, floods, riots, wars, embargos, or strikes), delays or defaults by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency. In the event a force majeure event occurs any delivery deadline or other deadline contained in an effected work order shall be reasonably extended.
23. **Amendment.** This Agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party.
24. **Entire Agreement.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this Agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof. This Agreement does not create any benefits for any third party.
25. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the state of California. Any action brought in connection with this Agreement shall be filed in either the Superior Court for the State of California or in the -U.S. District Court located in Riverside, California. Judgments may be enforced and/or domesticated in other venues and jurisdictions as applicable.
26. **Counterparts.** *Deleted.*
27. **Disputes.** In an effort to resolve any significant dispute that arises during services provided under this Agreement, Owner and Consultant agree that such disputes shall be submitted to mediation unless the parties mutually agree otherwise.


28. **Saving Clause.** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force.
29. **Federal Aviation Administration Contract Provisions.** The Federal Aviation Administration (FAA) requires that federal contract provisions, as applicable, be included in and made part of this Agreement between the Riverside County Economic Development Agency and the Consultant. This requirement is established within the County's grant assurances. The Required Federal Provisions are included as Attachment 1 to this Agreement, and incorporated as if fully set out herein.

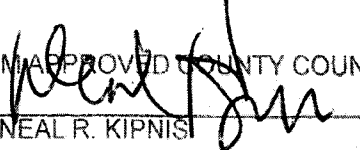
**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals on the day and year first written above.

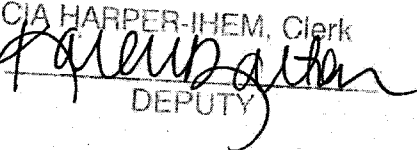
**CONSULTANT: MEAD & HUNT, INC.**

By:   
 Name: Jon J. Faucher  
 Title: Vice President

**OWNER: RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY**

By:   
 Name: Jeff Stone  
 Title: Chairman, Board of Supervisors

FORM APPROVED COUNTY COUNSEL  
 BY:  DATE 12-11-14  
 NEAL R. KIPNIS

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By:   
 DEPUTY

**REQUIRED CONTRACT PROVISIONS FOR FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM (A/E CONTRACTS)**

*(Last Modified by FAA May 2014)*

The following provisions, if applicable, are hereby included in and made part of the attached Contract between the Riverside County Economic Development Agency (County) and Mead & Hunt, Inc. (Consultant).

**1. FAA NOT A PARTY**

It is understood by the County and the Consultant that the FAA is not a part of this Agreement and will not be responsible for Project costs except as should be agreed upon by County and the FAA under a Grant Agreement for the Project.

**2. COMPLIANCE WITH LAWS AND REGULATIONS**

The Consultant agrees to comply with Federal Executive Order No. 11246, entitled "Equal Employment Opportunity", as supplemented in Department of Labor regulations (41 CFR, Part 60); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-300) as supplemented by Department of Labor Regulations (29 CFR, Part 5); and all applicable standards, orders and regulations issued pursuant to the Clean Air Act of 1970 if this Agreement exceeds \$100,000.

**3. ACCESS TO RECORDS AND REPORTS. (Reference: 2 CFR § 200.326, 2 CFR § 200.333)**

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

**4. BREACH OF CONTRACT TERMS. (Reference 49 CFR part 18.36(i)(1))**

Any violation or breach of terms of this contract on the part of the Consultant or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**5. BUY AMERICAN PREFERENCE. (Reference: 49 USC § 50101)**

The Consultant agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

**6. CIVIL RIGHTS PROVISIONS— GENERAL.** (Reference: 49 USC § 47123)

The Consultant agrees that it will 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the 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.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

**7. CIVIL RIGHTS – TITLE VI ASSURANCES**

**Title VI Clauses for Compliance with Nondiscrimination Requirements**

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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:

- 1). **Compliance with Regulations:** The Consultants will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2). **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3). **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be

performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

- 4). **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the County or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5). **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6). **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs 7.1 through 7.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the County to enter into any litigation to protect the interests of the County. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

#### Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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

- 1). 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);
- 2). 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);
- 3). 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);



- 4). 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;
- 5). The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6). 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);
- 7). 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);
- 8). 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;
- 9). 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);
- 10). Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures 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;
- 11). 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);
- 12). 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).

#### **8. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

- 1). Checking the System for Award Management at website: <http://www.sam.gov>
- 2). Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3). Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

#### **9. CLEAN AIR AND WATER POLLUTION CONTROL.**

(Reference: 49 CFR § 18.36(i) (12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II (G))

Consultant and subcontractors agree:

- 4). That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- 5). To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- 6). That, as a condition for the award of this contract, the Consultant or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- 7). To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

#### **10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS.**

(Reference: 2 CFR § 200 Appendix II (E))

- 1). Overtime Requirements.

The Consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 2). Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3). **Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same Consultant, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4). **Subcontractors.**

The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

**11. DISADVANTAGED BUSINESS ENTERPRISES**

- 1). **Contract Assurance (§26.13)** - The Consultant and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 2). **Prompt Payment (§26.29)** - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty days from the receipt of each payment the Consultant receives from County. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

**12. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)** (Reference: 29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

<b>Requirement</b>	<b>Federal Agency with Enforcement Responsibilities</b>
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

**13. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.**

(Reference: 49 CFR part 20, Appendix A)

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

**14. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (Reference 20 CFR part 1910)**

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

**15. RIGHT TO INVENTIONS (Reference 49 CFR part 18.36(i) (8))**

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the County of the Federal grant under which this contract is executed.

**16. TERMINATION OF CONTRACT (Reference: 49 CFR § 18.36(i) (2))**

- a. The County may, by written notice, terminate this contract in whole or in part at any time, either for the County's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the County.
- b. If the termination is for the convenience of the County, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

- c. If the termination is due to failure to fulfill the Consultant's obligations, the County may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant is be liable to the County for any additional cost occasioned to the County thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination will be deemed to have been effected for the convenience of the County. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**17. TRADE RESTRICTION (Reference: 49 CFR part 30)**

The Consultant or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the County cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the County if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

#### **18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

#### **19. TEXTING WHEN DRIVING (References: Executive Order 13513, and DOT Order 3902.10)**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Consultant must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Consultant must include these policies in each third party subcontract involved on this project.

#### **20. VETERAN'S PREFERENCE (Reference: 49 USC § 47112(c))**

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

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