

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



ITEM: 3.36
(ID # 30021)

MEETING DATE:
Tuesday, March 24, 2026

FROM : TLMA - AVIATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/AVIATION: Approve the Professional Service Agreement for Architectural and Engineering Design, Bidding, and Construction Administration for Air Traffic Control Towers at French Valley Airport (F70) and the Jacqueline Cochran Regional Airport (TRM) and Approve the Scope of Work for the Design, Bid Support, and Construction Administration for the new Air Traffic Control Tower (ATCT) project at French Valley Airport, Districts 3 and 4 [\$4,680,990 Total Cost] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Approve** the Professional Service Agreement for Architectural and Engineering Design, Bidding, and Construction Administration between the County of Riverside and Pond and Company for two new Air Traffic Control Towers (ATCT) at two County-owned airports, the French Valley Airport (F70) and the Jacqueline Cochran Regional Airport (TRM);
2. **Approve** the project Scope of Services for Design, Construction Bid Support, and Construction Administration with Pond and Company for the Air Traffic Control Tower (ATCT) project at the French Valley Airport in the amount of \$2,125,833;
3. **Authorize** the Chair of the Board of Supervisors to execute the Professional Service Agreement on behalf of the County of Riverside;

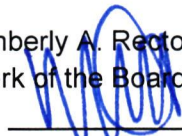
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ACTION:4/5 Vote Required, Consent, Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: March 24, 2026
xc: Aviation

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

4. **Authorize** the County Airport Director to execute amendments that exercise the options in the contract;
5. **Delegate** Change Order authority to the TLMA Agency Director or designee in accordance with Board Policy B-11;
6. **Approve and Direct** the Auditor-Controller to make the budget adjustment shown on Schedule A;
7. **Direct** the Purchasing Agent to issue Purchase Order to Pond and Company, in an amount not to exceed \$4,680,990 for Architectural and Engineering Design, Bidding, and Construction Administration for the two new Air Traffic Control Towers (ATCT) at two County-owned airports the French Valley Airport (F70) and the Jacqueline Cochran Regional Airport (TRM);
8. **Approve** the allocation of \$500,000 of Fourth District Unincorporated Communities Initiative Funds for the Thermal Airport Tower; and,
9. **Direct** the County Airport Director to execute Amendment No. 1 to the Professional Services Agreement with Pond and Company for preparation of the 30 percent design for the Air Traffic Control Tower (ATCT) project at Jacqueline Cochran Regional Airport (TRM) using the allocated Fourth District Unincorporated Communities Initiative funds.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$790,495	\$1,335,338	\$ 4,680,990	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: TLMA Aviation Budget, Up to \$1.5m UCI District 3 Funds, FAA Grant Funds, \$500,000 UCI District 4 Fund 11260.			Budget Adjustment: Yes	
			For Fiscal Year: 26/27 to 30/31	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

By Minute Order dated May 20, 2025 (Agenda Item 3.49) the County of Riverside (County) Board of Supervisors Adopted the Final Initial Study/Mitigated Negative Declaration and Approved the Air Traffic Control Tower Construction at the French Valley Airport.

The French Valley (F70) and Jacqueline Cochran Regional (TRM) airports are busy, public-use general aviation airports that are owned and operated by Riverside County and included in the Federal Aviation Administration's (FAA's) National Plan of Integrated Airport Systems (NPIAS).

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The FAA determined that both airports are eligible for the Federal Control Tower Program, with TRM accepted in April 2022 and F70 accepted in July 2022. The air traffic control towers (ATCT's) will enhance safety by improving communication among aircraft to reduce the risk of accidents, incursions, and other potential hazards. The project will not increase airport capacity or alter the fleet mix using either airport.

Riverside County is advancing the air traffic control tower projects at both French Valley Airport (F70) and Jacqueline Cochran Regional Airport (TRM). Both airports have completed key planning milestones, including FAA siting studies and environmental review activities. The County is actively pursuing additional federal and state grant funding, to support design and construction of these facilities. This agreement allows the County to proceed with design and related project development so that both projects remain eligible and competitive for available grant funding. As additional funding opportunities are secured and project phases are ready to proceed, TLMA-Aviation will return to the Board of Supervisors with future actions to approve additional work and address any funding shortfalls necessary to continue advancing these important aviation safety projects.

Pond and Company is the awarded respondent to the County's Request for Proposal (RFP) dated January 6, 2025, for two new Air Traffic Control Towers at the French Valley Airport (F70) and the Jacqueline Cochran Regional Airport (TRM). The project scope of services includes Design, Construction Bid Support, and Construction Administration and Oversight.

Impact on Residents and Businesses

The French Valley and Jacqueline Cochran Regional Airport Air Traffic Control Towers will enhance aviation safety by improving air traffic communication, providing improved aircraft separation, and reducing the risk of mid-air collisions and other accidents, runway incursions, and other hazards.

Additional Fiscal Information

Maximum payment by the County to Pond and Company shall not exceed a total amount of \$4,680,990. A budget adjustment includes \$790,495 for the Professional Services for the Airport improvements. Costs are and will be included in future annual budgets. There is no impact to the General Fund for this project.

Contract History and Price Reasonableness

On Monday, January 6, 2025, a Request for Proposal (RFP) was released. The RFP documents were posted publicly and linked to the County website. The RFP closed on Wednesday, February 26, 2025, at 5:00PM (PST) with three bid proposals received in response to the RFP. The proposals were thoroughly evaluated based on their scope of work, experience and the cost proposed to provide services by an evaluation committee. Based on the evaluation of the initial proposals, Pond and Company were selected by the evaluation committee as the most responsive/responsible bidder and recommend awarding.

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The proposed agreement with Pond and Company for Architectural and Engineering Design, Bidding, and Construction Administration for two new Air Traffic Control Towers at the French Valley Airport (F70) and the Jacqueline Cochran Regional Airport (TRM) and will be in effect through March 24, 2031, unless terminated earlier in the total amount of \$4,680,990.

ATTACHMENTS:

- Professional Service Agreement with Pond and Company
- Pond F70 Exhibit A – Scope of Work – 100% ATCT Design and Bidding
- Pond F70 Exhibit B – Scope of Work – Construction Administration
- Schedule A Budget Adjustment Request
- Pond TRM Exhibit A1 – Scope of Work – 100% ATCT Design and Bidding
- Pond TRM Exhibit B1 – Optional Scope of Work – Construction Administration

Brett Austin
Brett Austin, Supervising Accountant

3/10/2026

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet

3/11/2026

Crystal Carrillo
Crystal Carrillo, Senior Management Analyst

3/18/2026

Aaron Gettis
Aaron Gettis, Chief Deputy County Counsel

3/10/2026

PROFESSIONAL SERVICE AGREEMENT

for

**Architectural and Engineering Design, Bidding, and Construction Administration for
Air Traffic Control Towers**

between

COUNTY OF RIVERSIDE, TRANSPORTATION AND LAND MANAGEMENT AGENCY

AVIATION DIVISION

And

POND AND COMPANY



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EXHIBITS

- Exhibits A and A-1: Scope of Work – 100% ATCT Design & Bidding
- Exhibits B and B-1: Scope of Work – Construction Administration
- Exhibit C: Proposed Project Milestones and Dates for Design and Bidding for F70 ATCT
- Exhibit D: Fee Schedule for Design and Bidding for F70 ATCT
- Exhibit E: Federal Aviation Administration Contract Provisions

This Agreement is made and entered into this ___ day of _____, 2026, by and between Pond and Company (“Consultant”), and the County of Riverside, a political subdivision of the State of California (“County”) (each individually a “Party” and collectively the “Parties”).

RECITALS

A. Consultant is the awarded respondent to the County’s Request for Proposal (“RFP;” dated January 6, 2025) for architectural and engineering services related to the design (schematic and development), and commissioning of up to two new Air Traffic Control Towers (“ATCT”) at two County-owned airports, the French Valley Airport (“F70”) and the Jacqueline Cochran Regional Airport (“TRM”). The two new ATCTs are referred to herein collectively as the Project, and individually as F70 ATCT and TRM ATCT.

B. The RFP described the Project scope of services to be undertaken by Consultant as follows:

- Phase 1: Design
- Phase 2: Construction Bid Support
- Phase 3: Construction Administration and Oversight

C. Consultant represents it has the background, knowledge, licensing, experience, and expertise necessary to provide the professional services required by this Agreement.

D. The County and Consultant desire to enter into this Agreement for Consultant to provide the County, without limitation, professional services in connection with the design, bidding, and construction administration for the Project.

AGREEMENT

Now, therefore, in consideration of the mutual promises and covenants contained herein and other valuable consideration, receipt of which is hereby acknowledged by their signatures below, it is mutually agreed by and between the Parties as follows:

1. Description of Services

1.1 Subject to the terms and conditions contained in this Agreement, Consultant shall provide all design, bidding, and construction administration services for the Project. The design and bidding services for F70 ATCT are described in more detail in the “Scope of Work – 100% ATCT Design & Bidding,” attached hereto as **Exhibit A**. The construction administration services for F70 ATCT are described in more detail in the “Scope of Work – Construction Administration,” attached hereto as **Exhibit B**. The design and bidding services for TRM ATCT are described in more detail in the “Scope of Work – 100% ATCT Design & Bidding,” attached hereto as **Exhibit A-1**. The construction administration services for TRM ATCT are described in more detail in the “Scope of Work – Construction Administration,” attached hereto as **Exhibit**

B-1. Additional services, found in Exhibits A-1, B and B-1, which were described in the RFP, shall be further described in one or more separate fully executed amendments to this agreement pursuant to section 4.

1.2 Consultant represents that it has the skills, experience, and knowledge necessary to provide satisfactory and competent services under this Agreement and the County relies upon this representation. Consultant shall perform the Project-related services to the satisfaction of the County and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 Consultant affirms this it is fully apprised of all of the work to be performed under this Agreement; and Consultant shall not be obligated to perform any services until it is in receipt of a Notice to Proceed issued for the scope of work or an amendment, fully executed by both Parties describing the services to be performed and the rates and fees to be paid in connection with the services.

1.4 Acceptance by the County of Consultant's performance under this Agreement does not operate as a release of Consultant's responsibility for full compliance with the terms of this Agreement.

1.5 A fully executed Notice to Proceed may only be amended by a written amendment signed by both Parties to this Agreement. As the work progresses, facts uncovered may reveal a change in direction which may alter the scope, and Consultant will inform the County in writing of such situations so that changes to the applicable work order may be made as required.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both Parties and shall continue in effect until March 24, 2031, unless terminated earlier. This Agreement may also be extended for two (2) additional one (1) year terms by written amendment executed by both parties. Consultant shall commence performance upon receipt of the Notice to Proceed and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

2.2 The Project's proposed milestones for the design and bidding of F70 ATCT are attached hereto as **Exhibit C** and are subject to change by a separate fully executed work order.

3. Compensation

3.1 The County shall pay Consultant for the design services for F70 ATCT, as described in Exhibit A, the total amount of one million five-hundred and eighty thousand nine hundred and ninety dollars (\$1,580,990), based on time and materials, and as listed in detail in the fee schedule attached hereto as **Exhibit D**. These amounts include labor, materials, expenses, and incidentals necessary to complete the work as

described in the Scopes of Work identified in Section 1.1 of the Agreement (see Exhibit A). The not-to-exceed amount may be exceeded only upon prior written change in the Scope of Work (see Exhibit A), accompanied by written authorization in the applicable work order. If there is no change in Scope of Work (Exhibit A), Consultant shall complete all identified work scope within the not-to-exceed amount as indicated above. The cost for the construction services for F70 ATCT, and design and construction services for TRM ATCT will be determined by separate fully executed work order(s).

Optional work identified in Exhibits B, A-1 and B-1 shall not exceed a contract amount of three million one hundred thousand dollars (\$3,100,000) and optional work shall proceed upon issuance of a Notice to Proceed issued by the County for the Optional work identified in the amendment to the contract as described in section 1.1 above.

3.2 Consultant shall send the County an invoice each month setting forth the fee due for that month and include a detailed summary of the work performed during the pay period. The County shall review all submitted invoices promptly and shall pay all undisputed amounts within 30 days of the County's receipt of the invoice.

3.3 In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code Section 926.10. No legal liability on the part of the County shall arise for payment beyond the set date for each invoice unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, the County shall immediately notify Consultant in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

3.4 Labor Code and Prevailing Wages Rates.

A. Certain labor classifications under this Agreement are subject to prevailing wage requirements. Reference is made to Chapter I, Part 7, Division 2 of the California Labor Code (commencing with Section 1720), incorporated herein with like effect as if it were here set forth in full. The Parties recognize that Chapter I deals, among other things, with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation insurance and directly affect the method of prosecution of the work by Consultant and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the Parties constitutes their agreement to abide by said Chapter I, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter I, constitutes Consultant's certification that it is aware of the provisions of said Chapter I and will comply with them and further constitutes Consultant's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which require 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 I will comply with such provisions before commencing the performance of the work of this contract.”

B. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations’ Internet website at <http://www.dir.ca.gov>, and are available at the main office of the County.

4. Alteration or Changes to the Agreement

The Board of Supervisors and the County are the only authorized County representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

5. Termination

5.1. The County may terminate this Agreement, for convenience, upon thirty (30) days written notice served upon Consultant. The written notice shall include the reasons and effective date of termination.

5.2 The County may, upon five (5) business days written notice terminate this Agreement for Consultant’s default, if Consultant refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County.

5.3 After receipt of the notice of termination, Consultant shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to the County and deliver in the manner as directed by the County any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to the County.

5.4 After termination, the County shall make payment only for Consultant’s performance up to the date of termination in accordance with this Agreement and for actual and reasonable demobilization costs in the event of termination for convenience which shall not exceed \$25,000.

5.5 Consultant's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by Consultant; or in the event of Consultant's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, Consultant shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of the County provided in Section 5 of this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Inspection of Service; Quality Control/Assurance

6.1 Consultant shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a County representative or other regulatory official to monitor, assess, or evaluate Consultant's performance under this Agreement at any time, upon reasonable notice to Consultant.

6.2 During the construction administration phase for the ATCTs, Consultant will prepare weekly Federal Aviation Administration ("FAA") reports documenting the progress of the Project. The reports will be based on FAA Form 5370-1, Construction Progress and Inspection Report, and include days charged, weather summary, percent completion, work in progress for current week and following week, summary of material testing, and problem areas if applicable. Consultant will also attach photographs documenting work completed. Consultant will sign each report and send it to the Riverside Director of Airports (Director), and provide the County with a copy of each report submitted. Additionally, FAA quarterly progress reports will also be prepared and submitted to the Director as part of this task.

7. Conduct of Consultant

7.1 Consultant covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Consultant's performance under this Agreement. Consultant further covenants that no person or subcontractor having any such interest shall be employed or retained by Consultant under this Agreement. Consultant agrees to inform the County of all Consultant's interests, if any, which are or may be perceived as incompatible with the County's interests.

7.2 Consultant shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom Consultant is doing business or proposing to do business, in accomplishing the work under this Agreement.

8. Independent Consultant/Employment Eligibility

8.1 For purposes relating to this Agreement, Consultant is an independent consultant and shall not be deemed an employee of the County. It is expressly understood and agreed that Consultant (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which the County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties; and Consultant shall hold the County harmless from any and all claims that may be made against the County based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the Parties that Consultant in the performance of this Agreement is subject to the control or direction of the County merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

8.2 Personnel performing any services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

8.3 Consultant shall notify the County within five (5) business days if a subcontractor of Consultant engaged for the Project is currently, or at any time during Consultant's engagement on the Project, excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

9. Subcontract for Work or Services

Consultant may engage subcontractors to perform any work or services called for by this Agreement and a fully executed work order under this Agreement, provided Consultant obtains the consent of the County, which shall not be unreasonably withheld and shall be provided in writing.

The following subcontractors have been retained by Consultant ("Approved Subcontractors") and do not require further County approval:

- KSA Engineering to provide design, bidding, and construction administration of the civil portion of the work for F70 ATCT.
- Astral Engineers to provide design, bidding, and construction administration for the mechanical, electrical, plumbing, and fire protection portion of the work for F70 ATCT.

- Inland Empire Survey & Engineering, Inc. to provide survey services for F70 ATCT.
- HD GEO Solutions Inc. to provide Geotech services for F70 ATCT.

10. Disputes

10.1 The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the Parties. Any dispute relating to this Agreement, which is not resolved by the Parties, shall refer for non-binding mediation pursuant to section 10.2. Consultant shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

10.2 Prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall share the cost of the mediation(s).

11. Licensing and Permits

Consultant shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. Consultant warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

12. Ownership of Documents

12.1 The County acknowledges that Consultant's reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Although ownership of such documents normally is retained by Consultant, they nonetheless shall in this instance become upon their creation the property of the County, whether the Project is constructed or not. The County may use design documents, and the designs depicted in them, without Consultant's consent, in connection with the Project, or other County project(s), including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the Project or other County project(s). Any reuse of the documents by County without the written consent of Consultant shall be at the County's sole risk and without liability or legal exposure to Consultant, and the County shall

indemnify, defend and hold Consultant harmless from any claims or losses arising out of such use of the design, bidding, and construction administration documents by the County.

12.2 Upon completion of each phase of work described in the Scopes of Work in Exhibits A, A-1, B and B-1 of this Agreement, and as further outlined in separate fully executed amendment(s), Consultant shall furnish to the County two (2) copies of the deliverables, and/or documents completed for that phase as specified in the fully executed work order. Upon approval thereof by the County, Consultant shall furnish one reproducible set along with an electronic copy of the deliverables and/or documents.

13. RESERVED

14. Confidentiality; Public Records Act

14.1 Consultant shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: attorney work product and attorney-client communications related to the Project and this Agreement; unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; County information or data not subject to public disclosure; County operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

14.2 Consultant shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. Consultant shall not use such information for any purpose other than carrying out Consultant's obligations under this Agreement.

14.3 If Consultant is presented with a request from a third party (other than Consultant's subcontractors under the Agreement) for any records, data, or documents which may be in Consultant's possession by reason of the Agreement, Consultant shall refer such request to the Aviation Director of the County ("County Representative") and Consultant shall not provide any such records, data or documents to any such third party without prior written authorization from the County's Representative. If Consultant is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Consultant's possession by reason of the Agreement, Consultant must immediately give notice to the County with the understanding that the County will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a court or other third party. Consultant, however, is not obligated to withhold the delivery

beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

14.4 Consultant acknowledges and agrees that all records, documents, drawings, plans, specifications, and other materials in the County's possession, including materials submitted by Consultant, are subject to the provisions of the California Public Records Act (Gov. Code, §7920.000 et seq.). Consultant shall be solely responsible for all determinations made by it under such law, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret" or "Confidential" as it determines to be appropriate. Consultant is advised to contact legal counsel concerning such law and its application to Consultant.

14.5 If any of the materials submitted by Consultant to the County are clearly and prominently labeled "Trade Secret" or "Confidential" by Consultant, the County will endeavor to advise Consultant of any request for the disclosure of such materials prior to making any such disclosure thereby enabling the Consultant to seek an injunction preventing disclosure. Under no circumstances, however, will the County be responsible or liable to Consultant or any other person for the disclosure of any such labeled materials, whether the disclosure is required by law, by court order or occurs through inadvertence, mistake or negligence on the part of the County.

15. Non-Discrimination/Equal Employment Opportunity

15.1 Pursuant to Labor Code Section 1735 and other applicable provisions of law, Consultant and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender expression, age, sexual orientation, military and veteran status or any other classifications protected by law on this Project. Consultant will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law. If the use provided for in this Agreement allows Consultant to offer accommodations or services to the public, such accommodations, or services shall be offered on fair and reasonable terms.

15.2 By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation

confirming the identity and immigration status of each employee of Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the County or its representatives for inspection and copy at any time during normal business hours. The County shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for or referred to herein.

15.3 To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors performing any part of the work under this Agreement to make the same verifications and comply with all requirements and restrictions provided for herein.

15.4 Each person executing this Agreement on behalf of Consultant verifies that he or she is a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the County to terminate this Agreement for cause: (1) failure of Consultant or its subcontractors to meet any of the requirements provided for herein; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the work any person found not to be in compliance with such requirements.

16. Force Majeure

If either Party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such Party shall not be held liable for such failure to comply.

17. Hold Harmless/Indemnification

17.1 Basic Indemnity. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to COUNTY), indemnify, and hold harmless County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members, officers, employees, agents, representatives and volunteers ("Indemnitee(s)"), and each of them, from any and all Losses that arise out of

or relate to any act or omission constituting negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors.

“Losses” shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, settlements and expenses, including, without limitation, full and actual attorney’s fees (including, without limitation, attorney’s fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.

CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for COUNTY pursuant to this Agreement.

The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; Indemnity for Design Professional Services. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to COUNTY), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willfull misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

Without affecting the rights of COUNTY under any other provision of this Agreement, CONSULTANT shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a Loss due to that Indemnitee’s negligence, recklessness or willful misconduct; provided,

however, that such negligence, recklessness or willful misconduct has been adjudged by the findings of a court of competent jurisdiction.

CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.

CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

18. Insurance

Without limiting or diminishing Consultant's obligation to indemnify or hold the County harmless, Consultant shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement. With respect to Section 18 of this Agreement only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If Consultant has employees as defined by the State of California, Consultant shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Consultant's performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then Consultant shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insured.

D. Professional Liability:

Consultant shall maintain Professional Liability Insurance providing coverage for Consultant's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Consultant's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Consultant shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

Consultant agrees to notify the County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such

retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) shall contain the covenant of the insurance agent/producer that thirty (30) days written notice shall be given to the County of Riverside prior to cancellation of such insurance except ten (10) days for cancellation due to nonpayment.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified copies of the policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, review original of the policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. Upon COUNTY'S request, CONSULTANT shall make available for inspection by County Risk Manager, at a mutually agreeable location, copies of CONSULTANT'S insurance policies.

5) It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be construed as primary insurance, and the COUNTY'S insurance/or deductible and/or self-insured retentions or self-insured program shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance in the scope of work; or, the term of this Agreement, including any extension thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required

under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

7) CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

9) CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

19. Assignment of Agreement

19.1 Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any rights or duties herein without the prior written consent of the County; provided, however, that Consultant may, with the written consent of the County, make an assignment of any sums of money due or to become due under this Agreement as collateral for financial purposes in connection with the Agreement. Any assignment without the written consent of the County shall be void. Any assignment of money due or to become due under this Agreement shall be subject to a prior lien for services rendered or material supplied for performance of work called for under the Agreement in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the California Civil Code, the California Code of Civil Procedure, or the California Government Code.

19.2 Any such assignment shall contain a clause in the instrument of assignment stating that it is agreed that the funds to be paid the assignee under the assignment are subject to all liens or claims of any kind whatsoever authorized by law, whether prior or subsequent, for services rendered or materials supplied for the performance of the work called for in the Agreement in favor of all persons, firms or corporations rendering such services or supplying such materials.

20. 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:

COUNTY:

TLMA Aviation
4080 Lemon Street, 14th Floor
Riverside, CA 92501

CONSULTANT:

Greg Culpepper, Principal/Senior Vice President
Pond and Company
3500 Parkway Lane, Suite 500
Peachtree Corners, GA 30092

21 General

21.1 Consultant shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of the County. Such consent shall not be unreasonably withheld, conditioned, or delayed. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

21.2 Any waiver by the County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of the County to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing the County from enforcement of the terms of this Agreement.

21.3 In the event Consultant receives payment under this Agreement, which is later disallowed by the County for nonconformance with the terms of the Agreement, Consultant shall promptly refund the disallowed amount to the County on request; or at its option the County may offset the amount disallowed from any payment due to Consultant.

21.4 The County agrees to cooperate with Consultant in Consultant's performance under this Agreement, including, if stated in the Agreement, providing Consultant with reasonable facilities and timely access to the County's data, information, and personnel.

21.5 Consultant shall comply with all applicable Federal, State and local laws and regulations. Consultant also will comply with all applicable County policies and procedures. In the event that there is a conflict between the FAA's mandatory contract terms (see Section 21 of this Agreement below) and this Agreement, the FAA's mandatory contract terms shall take precedence over and be used in lieu of such conflicting portions.

21.6 Consultant shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

21.7 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

21.8 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both Parties.

22. **AUTHORIZATION:** The party hereto for the COUNTY has caused their duly authorized representative to approve the contents of this Agreement as representative of the COUNTY'S requirements for this project. The execution of this Agreement by the COUNTY shall be through the authority given in Section 6 of Ordinance No. 459 and for the Purchase Order issued pursuant to the same.

23. **COUNTERPARTS/ ELECTRONIC SIGNATURES:** This Agreement and any subsequent amendments may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

24. Federal Aviation Administration Contract Provisions

The FAA requires that federal contract provisions, as applicable, be included in and made part of this Agreement between the County and Consultant. This requirement is established within the County's grant assurances. The required federal provisions are included as **Exhibit E** to this Agreement, and incorporated as if fully set out herein.

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

COUNTY OF RIVERSIDE,
a political subdivision of the State of California

By: *Karen S. Spiegel*
Chairman **KAREN SPIEGEL**
Board of Supervisors
Dated: MAR 24 2026

CONSULTANT:

By: *[Signature]*
Name: Gregory H. Culpepper, PE
Title: Senior Vice President
Dated: 2/25/2026

ATTEST:
Kimberly Rector
Clerk of the Board

[Signature]
By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

[Signature]
By: _____
Kristine Bell-Valdez
Deputy County Counsel

Exhibit A

Scope of Work - 100% ATCT Design & Bidding

This document outlines all Design and Bidding activities for the new Air Traffic Control Tower (ATCT) project for the French Valley Airport (F70), in Murrieta, CA. The height of the proposed tower, as confirmed in the Siting Report and Safety Risk Management Document prepared by Mead & Hunt, is +63.00' Above Grade Level (AGL) eye height, with total estimated Tower height of +93.00' AGL.

The following sections outline the anticipated parts of the project, and the applicable scope of work involved implementing the project through 100% Design and Bidding.

1) **Design Services Scope of Work:**

- a) Pond will be leading the design efforts and will provide services to manage the design team. Per the approved Siting Report and Safety Risk Management Document, Site 1 (preferred site) is located in an area of approximately 4 acres. The basis for the Building Space Program will be derived from the FAA's standard facility documents as well as input from Riverside County and the Airport End User. The Control Cab will be a 448 SF and the tower will be a Level 1 Virtual Flight Rule (VFR) Tower.
- b) The design for this ATCT will be in accordance with the FAA Minimum Facility Requirements for ATCT Towers in the FAA Contract Tower Program and will not be designed for FAA Tech Ops personnel.
- c) **Project Management Services** - services necessary to manage the design team and coordinate with Riverside County (RC) and includes the following scope items:
 - i) Develop and maintain a regular communications plan with RC personnel.
 - ii) Develop and maintain regular project management and coordination between team members
 - iii) Coordinate and arrange design charrette, any on-site progress meetings and design review meetings
 - iv) Attend all project related meetings such as project kick-off meeting (on-site), design charrette (on-site), all progress meetings and design review meetings (virtually)
 - v) Coordinate and lead regularly scheduled, bi-weekly design team progress meetings
 - vi) Coordinate and arrange for design phase submittal deliverables
 - vii) Coordinate and edit front-end (Division 1) specifications based on RC input
 - viii) Schedule and attend (virtually) coordination meetings as needed with Utility Providers & Riverside County.
- d) **Civil and Site Design, Airfield Electrical, Security and System Infrastructure Design Services** - to be provided by KSA Engineers. Refer to the scope of work outlined in the proposal provided by KSA Engineers on pages 19 thru 21 of this document.
 - i) Per the Siting Report and Safety Risk Management Document, available utilities for connection to the new ATCT include water, stormwater drainage system, and electrical service. Three-phase electrical service is located south of the site near the existing terminal parking lot.
 - ii) Construction of the new ATCT will require the following:
 - (1) New paved parking area and associated site lighting
 - (2) A connection to Sky Canyon Dr.
 - (3) New Security fencing and entry gate

- e) **Airfield Lighting Control Services** – services necessary to develop the plans and technical specifications including:
- i) Conduct site visit and gather field information Airport Conditions. The Airport currently has the following:
 - (1) Precision Approach Path Indicators – RW 18 and 36
 - (2) Runway Edge Lights (medium intensity) – RW 18 and 36
 - (3) Runway End Identifier Lights (REILS) – RW 18 and 36
 - ii) Code & Criteria Review
 - iii) Develop Lighting Control Block Diagram
 - iv) Develop plans and details
 - v) Coordinate with all other disciplines
 - vi) Technical Quality Control Reviews for milestone Submittals and Constructability Review for Final Submittal
 - vii) Cost Estimate Reviews and coordination
- f) **Architectural & Interior Design Services** - services necessary to develop the plans and technical specifications including:
- i) Architectural documentation of the Air Traffic Control Tower (ATCT) including:
 - ii) Code & Criteria Review
 - iii) Pond will develop the floor plans, incorporating requirements from & RC and input during the kick-off charrette.
 - iv) Based on approved floor plans, Pond will prepare a conceptual elevation study presenting two (2) full size sheet, photo-realistic color renderings (one in day, one at night) for submission to Riverside County.
 - (1) The two renderings will be of the final version (1 day, 1 night).
 - v) Once conceptual floor plans are approved, Pond will prepare the construction documents (i.e.: drawings, specifications, basis of design narrative, etc.) for the building based upon the agreed floor plans including:
 - (1) Life Safety Plans
 - (2) Floor Plans
 - (3) Ceiling Plans
 - (4) Roof Plans
 - (5) Exterior Elevations
 - (6) Building & Wall Sections
 - (7) Enlarged Plans & Details
 - (8) Finish Schedule and Legends
 - (9) Interior Design Plans (ATC Equipment plans, furniture plans, etc.)
 - (10) Exterior & Interior Building Signage Plans
 - vi) Collaboration with the project team for the development of construction documents
 - vii) Discipline coordination with
 - (1) Civil / Site
 - (2) Structural
 - (3) Mechanical – HVAC Systems
 - (4) Mechanical – Plumbing Systems
 - (5) Fire Protection Systems
 - (6) Electrical – Power and Lighting
 - (7) Electrical – Communications
 - (8) Cost Estimator
 - viii) Development of “generic” slat wall style Console Furniture Plans and Details for ATCT Cab.
 - (1) Electronic Submittals
 - (2) Owner Review Comment Responses & agreed to updates
 - ix) Technical Quality Control Reviews for milestone Submittals and Constructability Review for Final Submittal
 - x) Cost Estimate Reviews and coordination

- g) **Structural Design Services** - services necessary to develop the plans and technical specifications including:
- i) Code & Criteria Review
 - ii) Development of comprehensive list of items and associated requirements related to Delegated Design portions of the work such as piles, precast concrete, load bearing metal stud framing, etc.
 - iii) Collaboration with the project team for the development of construction documents Design documentation (i.e.: supporting calculations, etc.)
 - iv) Verification of cladding pressures for walls and roofs
 - v) Foundation Plans (anticipating structural building piles)
 - (1) Pile plans & details
 - (2) Pile Cap plans & details
 - (3) Foundation ring wall plans and details
 - (a) Including penetrations for FAA communications conduits, water, etc.
 - vi) Wall and Floor Framing Plans
 - vii) Roof Framing Plans
 - viii) Exterior Wall Framing Elevations
 - ix) Enlarged Plans & Details
 - x) Discipline coordination with
 - (1) Civil Site
 - (2) Architectural
 - (3) Mechanical – HVAC Systems
 - (4) Mechanical – Plumbing Systems
 - (5) Fire Protection Systems
 - (6) Electrical – Power and Lighting
 - (7) Electrical – Communications
 - xi) Technical Quality Control Reviews for milestone Submittals and Constructability Review for Final Submittal
 - xii) Cost Estimate Reviews and coordination
- h) **Mechanical Design Services** - to be provided by Astral Engineers. Refer to the scope of work outlined in the proposal provided by Astral Engineers on page 25 and 26 of this document.
- i) **Electrical Design Services** - to be provided by Astral Engineers. Refer to the scope of work outlined in the proposal provided by Astral Engineers on page 25 and 26 of this document.
- j) **Fire Protection Design Services** - to be provided by Astral Engineers. Refer to the scope of work outlined in the proposal provided by Astral Engineers on page 25 and 26 of this document.
- k) **Design Quality Control**
- a) Design Quality Assurance Peer Reviews
 - i) At the 30%, 60% and 90% design phase submissions, the Team will provide peer quality assurance review services of the submitted materials. The review will focus on meeting RC's needs and the content of the submitted materials. Review comments will be shared with the design team for all technical disciplines and there will be participation in design review meetings to discuss the comments and the proposed resolution from the design team.
 - ii) A member of the peer review team will participate in the project meetings and communicate design decisions to the peer review team.
 - b) As indicated above in each discipline scope, in addition to the required Technical Quality Control Discipline Reviews at each design milestone, the design team shall participate in a multi-disciplinary constructability and coordination review of the project documents. This will involve reviewing drawings and specifications prior to the issuance of the 90% design level submittal including:

- i) Site Utility Plans
- ii) Architectural Plans
- iii) Structural Plans
- iv) Mechanical, Plumbing & Fire Protection Plans
- v) Electrical, Lighting, Fire Alarm & Telecommunications Plans

l) ATC Electronic Equipment

- i) Provide specifications and associated plans to acquire the necessary equipment to satisfy the FAA's Minimum Equipment List for Contract Towers (MEL). Durable equipment meeting industry standards will be specified accompanied by plans for console equipment layout, antennas installation, and backup weather systems. Coordination with FAA for provision of their equipment into the new ATCT will also be addressed.
 - (1) The Airport's existing pole mounted beacon will be relocated to the top of the new ATCT.

m) Cost Estimating and Scheduling - services necessary to develop the construction cost estimates at each design milestone including:

- i) Provide Cost Estimates, in representative detail to the milestone submittal, in a CSI Format Breakout including site development and Building Facilities (sub-structure, super-structure, exterior envelope, interior build out & finishes, mechanical, plumbing, fire protection, electrical, communications, security infrastructure and communications).
 - (1) Provide Summary Report breakout in accordance with the CSI format
 - (2) Provide a summary deviation report at each milestone identifying changes from previous submittals.

n) Anticipated Design Phase Submittals

- i) For the above referenced work, Pond has included the following design milestones. A notice to proceed and Kick-off Meeting to be determined.
 - (1) 30% Schematic Design Submittal – 10 weeks from N.T.P.
 - (2) 60% Design Development Submittal –12 weeks after 30% SD
 - (3) 90% Construction Documents Submittal – 10 weeks from 60% DD
 - (4) Issued for Bid Documents –3 weeks after 90% CD

o) Progress Coordination - In order to be effective as a team, it is critical for the project to have regularly scheduled design progress review meetings. The Design Team will meet weekly (internally).

p) Project Meeting Attendance - Pond plans for a combination of onsite & virtual attendance by the following people at the following design-related milestone meetings, user interviews, and review conferences to be held at the location of RC's choosing:

i) Project Kick-off Meeting / Design Charrette

- (1) This meeting is to kick off the project. Attendees will include the Project Manager, Lead Architect, Electrical Engineer, Mechanical Engineer, Airfield Lighting Engineer to be on-site throughout the 2-day meeting. The Structural Engineer and Fire Protection Engineer shall attend virtually at predetermined periods of scope discussion.
- (2) This is also the time to work with the End User and the End User's Technical Representatives (i.e.: FAA local group) to develop / confirm their needs and requests along with the appropriate Airport Representatives.
- (3) The team will work to develop a conceptual floor plan which meets the minimum functional requirements.

ii) 30% Design Milestone Review Meetings:

- (1) This meeting is to review the 30% Design Submittal. The Project Manager and Lead Architect will attend this meeting. All other members of the Design Team will attend virtually at predetermined times.

iii) 60% and 90% Design Milestone Review Meetings:

- (1) All members of the Design Team will attend virtually at predetermined times.

- q) **Bid Support Period** – the following anticipated services are necessary to support RC’s bid period. In addition to Pond’s general project management the following shall be provided:
- i) Bidding Phase Services to include:
 - (1) The Project Manager will attend the Pre-Bid Meeting on-site or at the County offices, whichever location is chosen for the meeting.
 - (2) Respond to written questions (RFIs). As warranted, A/E will assist in preparing related modifications to the plans and/or specifications to be issued in addenda.
 - (3) Delivery of disks (CDs) or other electronic delivery to Airport Authority for issuance to prospective bidders, subcontractors and plan houses.
 - (4) Assist in evaluating bids received.
 - (5) Bid Opening Meeting – attend virtually
 - ii) Bidding Phase Services not to include:
 - (1) Compile and distribute addenda.
 - (2) Conduct legal reviews of bids.
- ⇒ **Permitting** – the following anticipated services are necessary to support permitting of the drawings. In addition to Pond’s general project management the following shall be provided:
- (1) Coordination with Riverside County, CA.
 - (2) Address permit review comments and revise drawings as needed for the following disciplines:
 - (a) Architecture
 - (b) Structural
 - (c) Mechanical/Plumbing
 - (d) Electrical
 - (e) Fire Protection
 - (f) Civil
 - (3) Assembly of conformed sets of Contract Documents for execution of contracts and for construction.

Exhibit A-1 Jacqueline Cochran Regional Airport (TRM) Scope of Work - 100% ATCT Design & Bidding

This document outlines all Design and Bidding activities for the new Air Traffic Control Tower (ATCT) project for the Jacqueline Cochran Regional Airport (TRM), in Thermal, CA. The height of the proposed tower, as confirmed in the Siting Report and Safety Risk Management Document prepared by Mead & Hunt, is +63.00' Above Grade Level (AGL) eye height, with total estimated Tower height of +93.00' AGL.

This Optional/Additional work will be complete upon the request of the COUNTY and mutual agreement between the Parties. Contractor shall provide the optional work below at the at the prices set forth in Exhibit D Fee Schedule for Design by executing an amendment to this agreement.

The following sections outline the anticipated parts of the project, and the applicable scope of work involved implementing the project through 100% Design and Bidding.

1) **Design Services Scope of Work:**

- a) Pond will be leading the design efforts and will provide services to manage the design team. Per the approved Siting Report and Safety Risk Management Document, Site 1 (preferred site) is located in an area of approximately 4 acres. The basis for the Building Space Program will be derived from the FAA's standard facility documents as well as input from Riverside County and the Airport End User. The Control Cab will be a 448 SF and the tower will be a Level 1 Virtual Flight Rule (VFR) Tower.
- b) The design for this ATCT will be in accordance with the FAA Minimum Facility Requirements for ATC Towers in the FAA Contract Tower Program and will not be designed for FAA Tech Ops personnel.
- c) **Project Management Services** - services necessary to manage the design team and coordinate with Riverside County (RC) and includes the following scope items:
 - i) Develop and maintain a regular communications plan with RC personnel.
 - ii) Develop and maintain regular project management and coordination between team members
 - iii) Coordinate and arrange design charrette, any on-site progress meetings and design review meetings
 - iv) Attend all project related meetings such as project kick-off meeting (on-site), design charrette (on-site), all progress meetings and design review meetings (virtually)
 - v) Coordinate and lead regularly scheduled, bi-weekly design team progress meetings
 - vi) Coordinate and arrange for design phase submittal deliverables
 - vii) Coordinate and edit front-end (Division 1) specifications based on RC input
 - viii) Schedule and attend (virtually) coordination meetings as needed with Utility Providers & Riverside County.
- d) **Civil and Site Design, Airfield Electrical, Security and System Infrastructure Design Services** - to be provided by KSA Engineers. Refer to the scope of work outlined in the proposal provided by KSA Engineers on pages 19 thru 21 of this document.
 - i) Per the Siting Report and Safety Risk Management Document, available utilities for connection to the new ATCT include water, stormwater drainage system, and electrical service. Three-phase electrical service is located south of the site near the existing terminal parking lot.
 - ii) Construction of the new ATCT will require the following:
 - (1) New paved parking area and associated site lighting
 - (2) A connection to Sky Canyon Dr.
 - (3) New Security fencing and entry gate

- e) Airfield Lighting Control Services** – services necessary to develop the plans and technical specifications including:
- i) Conduct site visit and gather field information Airport Conditions. The Airport currently has the following:
 - (1) Precision Approach Path Indicators – RW 18 and 36
 - (2) Runway Edge Lights (medium intensity) – RW 18 and 36
 - (3) Runway End Identifier Lights (REILS) – RW 18 and 36
 - ii) Code & Criteria Review
 - iii) Develop Lighting Control Block Diagram
 - iv) Develop plans and details
 - v) Coordinate with all other disciplines
 - vi) Technical Quality Control Reviews for milestone Submittals and Constructability Review for Final Submittal
 - vii) Cost Estimate Reviews and coordination
- f) Architectural & Interior Design Services** - services necessary to develop the plans and technical specifications including:
- i) Architectural documentation of the Air Traffic Control Tower (ATCT) including:
 - ii) Code & Criteria Review
 - iii) Pond will develop the floor plans, incorporating requirements from & RC and input during the kick-off charrette.
 - iv) Based on approved floor plans, Pond will prepare a conceptual elevation study presenting two (2) full size sheet, photo-realistic color renderings (one in day, one at night) for submission to Riverside County.
 - (1) The two renderings will be of the final version (1 day, 1 night).
 - v) Once conceptual floor plans are approved, Pond will prepare the construction documents (i.e.: drawings, specifications, basis of design narrative, etc.) for the building based upon the agreed floor plans including:
 - (1) Life Safety Plans
 - (2) Floor Plans
 - (3) Ceiling Plans
 - (4) Roof Plans
 - (5) Exterior Elevations
 - (6) Building & Wall Sections
 - (7) Enlarged Plans & Details
 - (8) Finish Schedule and Legends
 - (9) Interior Design Plans (ATC Equipment plans, furniture plans, etc.)
 - (10) Exterior & Interior Building Signage Plans
 - vi) Collaboration with the project team for the development of construction documents
 - vii) Discipline coordination with
 - (1) Civil / Site
 - (2) Structural
 - (3) Mechanical – HVAC Systems
 - (4) Mechanical – Plumbing Systems
 - (5) Fire Protection Systems
 - (6) Electrical – Power and Lighting
 - (7) Electrical – Communications
 - (8) Cost Estimator
 - viii) Development of “generic” slat wall style Console Furniture Plans and Details for ATCT Cab.
 - (1) Electronic Submittals
 - (2) Owner Review Comment Responses & agreed to updates
 - ix) Technical Quality Control Reviews for milestone Submittals and Constructability Review for Final Submittal
 - x) Cost Estimate Reviews and coordination

- g) **Structural Design Services** - services necessary to develop the plans and technical specifications including:
- i) Code & Criteria Review
 - ii) Development of comprehensive list of items and associated requirements related to Delegated Design portions of the work such as piles, precast concrete, load bearing metal stud framing, etc.
 - iii) Collaboration with the project team for the development of construction documents Design documentation (i.e.: supporting calculations, etc.)
 - iv) Verification of cladding pressures for walls and roofs
 - v) Foundation Plans (anticipating structural building piles)
 - (1) Pile plans & details
 - (2) Pile Cap plans & details
 - (3) Foundation ring wall plans and details
 - (a) Including penetrations for FAA communications conduits, water, etc.
 - vi) Wall and Floor Framing Plans
 - vii) Roof Framing Plans
 - viii) Exterior Wall Framing Elevations
 - ix) Enlarged Plans & Details
 - x) Discipline coordination with
 - (1) Civil Site
 - (2) Architectural
 - (3) Mechanical – HVAC Systems
 - (4) Mechanical – Plumbing Systems
 - (5) Fire Protection Systems
 - (6) Electrical – Power and Lighting
 - (7) Electrical – Communications
 - xi) Technical Quality Control Reviews for milestone Submittals and Constructability Review for Final Submittal
 - xii) Cost Estimate Reviews and coordination
- h) **Mechanical Design Services** - to be provided by Astral Engineers. Refer to the scope of work outlined in the proposal provided by Astral Engineers on page 25 and 26 of this document.
- i) **Electrical Design Services** - to be provided by Astral Engineers. Refer to the scope of work outlined in the proposal provided by Astral Engineers on page 25 and 26 of this document.
- j) **Fire Protection Design Services** - to be provided by Astral Engineers. Refer to the scope of work outlined in the proposal provided by Astral Engineers on page 25 and 26 of this document.
- k) **Design Quality Control**
- a) Design Quality Assurance Peer Reviews
 - i) At the 30%, 60% and 90% design phase submissions, the Team will provide peer quality assurance review services of the submitted materials. The review will focus on meeting RC's needs and the content of the submitted materials. Review comments will be shared with the design team for all technical disciplines and there will be participation in design review meetings to discuss the comments and the proposed resolution from the design team.
 - ii) A member of the peer review team will participate in the project meetings and communicate design decisions to the peer review team.
 - b) As indicated above in each discipline scope, in addition to the required Technical Quality Control Discipline Reviews at each design milestone, the design team shall participate in a multi-disciplinary constructability and coordination review of the project documents. This will involve reviewing drawings and specifications prior to the issuance of the 90% design level submittal including:

- i) Site Utility Plans
- ii) Architectural Plans
- iii) Structural Plans
- iv) Mechanical, Plumbing & Fire Protection Plans
- v) Electrical, Lighting, Fire Alarm & Telecommunications Plans

l) ATC Electronic Equipment

- i) Provide specifications and associated plans to acquire the necessary equipment to satisfy the FAA's Minimum Equipment List for Contract Towers (MEL). Durable equipment meeting industry standards will be specified accompanied by plans for console equipment layout, antennas installation, and backup weather systems. Coordination with FAA for provision of their equipment into the new ATCT will also be addressed.
 - (1) The Airport's existing pole mounted beacon will be relocated to the top of the new ATCT.

m) Cost Estimating and Scheduling - services necessary to develop the construction cost estimates at each design milestone including:

- i) Provide Cost Estimates, in representative detail to the milestone submittal, in a CSI Format Breakout including site development and Building Facilities (sub-structure, super-structure, exterior envelope, interior build out & finishes, mechanical, plumbing, fire protection, electrical, communications, security infrastructure and communications).
 - (1) Provide Summary Report breakout in accordance with the CSI format
 - (2) Provide a summary deviation report at each milestone identifying changes from previous submittals.

n) Anticipated Design Phase Submittals

- i) For the above referenced work, Pond has included the following design milestones. A notice to proceed and Kick-off Meeting to be determined.
 - (1) 30% Schematic Design Submittal – 10 weeks from N.T.P.
 - (2) 60% Design Development Submittal –12 weeks after 30% SD
 - (3) 90% Construction Documents Submittal – 10 weeks from 60% DD
 - (4) Issued for Bid Documents –3 weeks after 90% CD

o) Progress Coordination - In order to be effective as a team, it is critical for the project to have regularly scheduled design progress review meetings. The Design Team will meet weekly (internally).

p) Project Meeting Attendance - Pond plans for a combination of onsite & virtual attendance by the following people at the following design-related milestone meetings, user interviews, and review conferences to be held at the location of RC's choosing:

- i) Project Kick-off Meeting / Design Charrette
 - (1) This meeting is to kick off the project. Attendees will include the Project Manager, Lead Architect, Electrical Engineer, Mechanical Engineer, Airfield Lighting Engineer to be on-site throughout the 2-day meeting. The Structural Engineer and Fire Protection Engineer shall attend virtually at predetermined periods of scope discussion.
 - (2) This is also the time to work with the End User and the End User's Technical Representatives (i.e.: FAA local group) to develop / confirm their needs and requests along with the appropriate Airport Representatives.
 - (3) The team will work to develop a conceptual floor plan which meets the minimum functional requirements.
- ii) 30% Design Milestone Review Meetings:
 - (1) This meeting is to review the 30% Design Submittal. The Project Manager and Lead Architect will attend this meeting. All other members of the Design Team will attend virtually at predetermined times.
- iii) 60% and 90% Design Milestone Review Meetings:
 - (1) All members of the Design Team will attend virtually at predetermined times.

- q) **Bid Support Period** – the following anticipated services are necessary to support RC’s bid period. In addition to Pond’s general project management the following shall be provided:
- i) Bidding Phase Services to include:
 - (1) The Project Manager will attend the Pre-Bid Meeting on-site or at the County offices, whichever location is chosen for the meeting.
 - (2) Respond to written questions (RFIs). As warranted, A/E will assist in preparing related modifications to the plans and/or specifications to be issued in addenda.
 - (3) Delivery of disks (CDs) or other electronic delivery to Airport Authority for issuance to prospective bidders, subcontractors and plan houses.
 - (4) Assist in evaluating bids received.
 - (5) Bid Opening Meeting – attend virtually
 - ii) Bidding Phase Services not to include:
 - (1) Compile and distribute addenda.
 - (2) Conduct legal reviews of bids.
- r) **Permitting** – the following anticipated services are necessary to support permitting of the drawings. In addition to Pond’s general project management the following shall be provided:
- (1) Coordination with Riverside County, CA.
 - (2) Address permit review comments and revise drawings as needed for the following disciplines:
 - (a) Architecture
 - (b) Structural
 - (c) Mechanical/Plumbing
 - (d) Electrical
 - (e) Fire Protection
 - (f) Civil
 - (3) Assembly of conformed sets of Contract Documents for execution of contracts and for construction.

Exhibit B

Scope of Work - Construction Administration

This document outlines all Construction Administration activities for the new Air Traffic Control Tower (ATCT) project for the French Valley Airport (F70), in Murrieta, CA. The following sections outline the anticipated parts of the project, and the applicable scope of work involved in implementing the project through Construction Completion. The anticipated duration of construction is 18 months from the Notice to Proceed.

1) Construction Administration - Scope of Work:

- a) This section outlines the projected scope of work (administering, observing and monitoring the construction process) to be provided by the design team during the construction Phase of the Project. Due to the size, complexity and visibility of this project, the Pond team recommends the following as described in further detail below:
 - i) Pond will utilize software to receive, log, assign, track and return applicable construction phase documentation.
 - ii) Pond will provide coordination with FAA prior to equipment installation.
 - iii) The Pond team will provide construction phase Architectural and Engineering professional services following the design and bidding phases. These professional services include review and responses to Contractor RFI's, reviews and responses of Construction Material Submittals, review and develop preliminary responses on up to fifteen (15) Contractor Requested Substitutions, review of Test Reports (including Special / Threshold Inspections) and Site Visits as described below.
 - iv) Pond will be leading all the construction support efforts and will provide services necessary to manage the design team including the following general tasks:
 - (1) Coordinate and arrange the design team attendance at on-site project meetings or observation visits.
 - (2) Attend (virtually) regularly planned construction progress meetings between the Owner, Architect and Contractor (sometimes referred to as "OAC Meetings")
 - (3) Oversee the regular administration tasks throughout the anticipated 18-month construction period.
- b) The following services are typical of each discipline and therefore are used to define the services, unless noted otherwise:
 - i) Construction Kick-Off Meeting
 - (1) The Project Manager will attend this meeting on-site. All other members of the Design Team will attend the meeting virtually.
 - ii) Respond to Requests for Information (RFI)
 - (1) As requested by the Contractor, Pond will provide consultation, advice, interpretations and/or clarification of the intent of the Contract Documents. This includes the review of contractor proposals for repair, alteration or correction of deficiencies for compatibility with the contract documents, building systems, design intent, and design requirements.
 - (2) The Design team will endeavor to provide responses back to the contractor within seven (7) business days from receiving all information needed for the RFI evaluation / response.
 - iii) Review A/E Construction Submittals
 - (1) Following the Contractor's review of submittals, Pond will review submitted files for required submittals in conformance with the construction documents. The Contractor will submit a project submittal schedule in order to facilitate planning for responses.
 - (2) The Design team will endeavor to provide response back to the contractor within fourteen (14) business days from receiving all information needed for the submittal review / response. There will be various submittal packages (i.e.: structural steel, precast concrete, HVAC Equipment, etc.) that will take longer based on the complexity and volume of data.

- (3) For this project, Pond is anticipating a 25% resubmittal rate and a 15% second resubmittal rate.
- (4) The submittal reviews will be performed electronically by all applicable reviewers concurrently to be returned to the contractor.
- iv) Review Contractor Requested Substitutions (up to 15 total), submitted in accordance with the specifications, for compatibility with the contract documents, building systems, design intent and design requirements.
 - (1) NOTE: If professional services associated with redesign, detailed analysis, modification of contract documents or cost estimating is required, a breakout of added professional services time will be provided to Riverside County for consideration in their acceptance of any requests for substitution.
- v) Review Testing Reports
 - (1) Review contractor and 3rd party provided Test Reports, Special/Threshold Inspection Reports and provide confirmation/recommendation for rework, when determined to be necessary.
- vi) Site Observation Visits
 - (1) Provide construction phase specific progress observation visits as detailed below.
 - (a) The Pond team shall provide a maximum of twenty-four (24) site observations visits across the team, initially determined as follows:
 - (i) Project Manager – four (4) visits
 - (ii) Airfield Electrical – two (2) visits
 - (iii) Architectural –six (8) visits (anticipated due to Contractor milestones. These can be scheduled as needed and may not all be used.)
 - (iv) Structural Engineer – four (4) visits
 - (v) Mechanical Engineer –two (2) visits
 - (vi) Fire Protection Engineer – two (2) visits
 - (vii) Electrical Engineer – two (2) visits
 - (b) A field report with itemized observations and any recommendations to correct any deficiencies shall be provided within seven (7) days of the end of the visit. Photo-graphic documentation will be included in all field reports.
 - (c) Generally, a site visit is defined as one trip for one person to the site for up to one 12-hour day, including travel and an additional 4 hours per trip for creation/issuance of the field report.
 - (d) Representatives during site visits will require access to, and use of, Airport Office space or in the Contractor trailer and project site to perform their work.
- vii) Substantial Completion Observations / Punch List
 - (1) A Team Observation Visit shall be performed upon notification from the Contractor that the project is “Substantially Complete”.
 - (2) The report of this observation visit will be the development of a project Punch List that will be provided to document remaining scope to be completed including references to the Contract Documents, as applicable. Photographic documentation will be included in the punch list.
 - (3) The “Punch List” with itemized observations and deficiencies shall be provided within seven (7) days of the end of the visit.
 - (4) The Substantial Completion Observations / Punch List Visit is defined as one trip for one person from each discipline to the site for up to three (3) days, including travel plus creation/issuance of the Punch List.
 - (5) Representatives during site visits will require access to, and use of F70 Office space or in the Contractor trailer and project site to perform their work.
- viii) Final Completion
 - (1) Upon notification from the Contractor that the project Punch List has been completed, the design team (of those disciplines with items on the Punch List) shall make a follow up visit to determine acceptance of the work and determination of the project be considered “Complete”.
 - (2) The “Punch List Verification Report” with any remaining items shall be provided within seven (7) days of the end of the visit
 - (3) The Final Completion Observations Visit is defined as one trip for one person from each discipline to the site for up to two (2) days, including travel plus creation/issuance of the Observation Report
- ix) Project Closeout Reviews
 - (1) The project team anticipates the review of the following Contractor provided close out documents:
 - (a) Testing, Adjusting and Balance for HVAC as completed by the Contractor.

- (b) Building Systems Commissioning Report
- (c) Contractor Closeout Submittals anticipated to include the following:
 - (i) Review of Spare Parts Data List
 - (ii) Review of Warranty Management Plan and Data
 - (iii) Spot check review of Record Drawings and Final Revit Model.
 - (iv) Spot check review of As-Built Survey of Buried and Under-slab Utilities as marked by the Contractor.
 - (v) Review of O&M Data submitted by Contractor.

2) Qualifications and Assumptions:

- a) The project design will be limited to the minimum requirements of the applicable FAA Orders and requirements in effect at the time of NTP / Kick Off Meeting.
- (1) Should new orders and requirements be presented, they can be reviewed, and a determination of design impact can be presented for consideration and an adjustment in design scope will be provided.
- b) The design proposal is based on there being no changes to the FAA provided Critical Power Distribution System (CPDS) One Line or Emergency Power Management System (EPMS) requirements after the 60% Design Submittal review process.
- c) All deliverables will be developed using Autodesk's Revit software for buildings, AutoCAD Civil 3-D software for site related drawings and AIA's Masterspec in CSI Format for specifications.
- d) Airfield Lighting and building permitting process activities are included in this scope of work, however, actual permit fees are not included.
 - (1) These activities include coordination with Riverside County Building and Safety Department.
- e) It is anticipated that this new Facility will be considered no higher than a Security Level 2 (SL-2)
- f) Office and Shop furniture (desks, chairs, files, systems furniture, etc.) shall be planned for, however, detailed furniture bid documents are not included.
- g) Scope change process – Riverside County to expeditiously provide contract modifications for any agreed to change proposals.
- h) Riverside County will manage the Advertising and Bid Process.
- i) Selection of building structural, mechanical, fire protection and electrical related systems, will be determined during the conceptual design period. At that point, they will be set for the project. Any changes after the systems are decided upon will require additional fees.
- j) The water supply for the fire protection system is presumed to be of adequate flow and pressure, only needing to provide pump(s) to serve the tower. Should available water supply result in the need for a water storage tank or separate pump house will require additional design and fees.
- k) RC to provide project marked up / edited front end specifications (Division 00 - Procurement and Contracting Requirements, Division 01 - General Requirements, etc.) and bid forms to Pond for inclusion in the project specifications.
- l) It is assumed that a green building certificate (such as LEED or similar) will not be pursued for this project. There are no services included in our scope of work to achieve a Green Building Certificate.

Exhibit C: Proposed Project Milestones and Dates:

- Executed Contract, Notice to Proceed (NTP) & Kick-off Meeting To be Determined
- Schematic Design (SD) - 30% Ten (10) weeks
- Design Development (DD) – 60% Twelve (12) weeks
- Construction Documents (CD) – 90% Ten (10) weeks
- Issued for Bidding Documents Three (3) weeks
- Bidding To Be Determined

**Air Traffic Control Center (ATCT) - 100% Design, Bidding, and CA
French Valley Airport (F70) - Murrieta, CA**

August 21, 2025

Note: The fees shown below to be billed T&M and are NTE amounts.

Discipline	Schematic Design (30%)	Design Development (60%)	Construction Documents (90%)	Issued for Bid Documents	Bidding	Construction Administration
Project Management (Pond)	\$47,628.80	\$54,327.32	\$55,485.84	\$11,637.72	\$6,371.86	\$92,707.09
Civil Engineering (provided by KSA Engineering)	\$60,203.00	\$50,248.00	\$70,202.00	\$22,000.00	\$14,179.00	\$73,161.00
Airfield Lighting Controls (Pond)	\$16,793	\$8,828.80	\$8,301.34	\$3,359.48	\$5,233	\$25,239
Architecture & Interiors (Pond)	\$131,185.00	\$134,895.00	\$112,105.00	\$15,330.00	\$31,300.00	\$138,700.00
Structural Engineering (Pond)	\$69,048.75	\$110,369.71	\$84,395.97	\$0.00	\$5,328.02	\$73,284.60
Telecommunications (Pond)	\$12,780.08	\$15,080.09	\$14,735.46	\$6,389.59	\$5,328.02	\$35,603.48
Mechanical Engineering (provided by Astral Engineering)	\$35,502.50	\$42,075.00	\$48,917.00	\$12,309.00	\$3,322.00	\$42,234.50
Electrical Engineering (provided by Astral Engineering)	\$19,937.50	\$25,795.00	\$30,783.50	\$8,030.00	\$1,837.00	\$26,790.50
Fire Protection Engineering (provided by Astral Engineering)	\$6,479.00	\$5,852.00	\$6,941.00	\$1,606.00	\$1,320.00	\$4,653.00
Quality Control	\$2,500.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00
Cost Estimating (provided by Connico Inc.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Civil & Airfield Lighting		\$2,000.00	\$2,000.00			
Architecture		\$4,000.00	\$6,000.00			
Structural		\$4,000.00	\$6,000.00			
Mechanical, Plumbing		\$4,000.00	\$4,000.00			
Electrical, Telecom		\$4,000.00	\$4,000.00			
Fire Protection		\$4,000.00	\$4,000.00			
Geotechnical Report (provided by HD Geosolutions, Inc)	\$73,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Survey (provided by Inland Empire)	\$5,428.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel & Expenses	\$6,555.00	\$0.00	\$0.00	\$0.00	\$1,030.00	\$32,470.00
	\$487,741	\$474,471	\$462,867	\$80,662	\$75,249	\$544,844
Subtotal -A/E Design Services			\$1,580,990			
Subtotal -Construction Administration Services					\$544,844	
Project Total			\$2,125,833			

**Air Traffic Control Center (ATCT) - 100% Design, Bidding, and CA
French Valley Airport (F70) - Murrieta, CA**

August 21, 2025

TRAVEL COSTS & EXPENSES

Kick-Off Meeting

1) PURPOSE OF TRIP Kick-Off Meeting / Site Verification (PM, Sr. Arch, Sr. Mech, Sr. Elec, Airfield Lighting Eng., ATC Eng.
(2 days & 1 night)

Per Diem rates per Murrieta, CA

				No. of People = 5	
				No. of Days = 2	
				No. of Nights = 1	
Airfare					<u>\$2,800.00</u>
Rental Car	<u>3</u>	No. Cars	x	<u>75</u> \$/Day	<u>\$450.00</u>
Gasoline	<u>3</u>	Per Day	x	<u>\$45</u> \$/Day	<u>\$135.00</u>
Subsistence - Hotel	<u>5</u>	No. Nights	x	<u>150</u> \$/Night	<u>\$750.00</u>
Subsistence - Meals	<u>2</u>	No. Meals per Day	x	<u>70</u> \$/Day	<u>\$700.00</u>
				TRIP SUBTOTAL =	<u>\$4,835.00</u>

2) PURPOSE OF TRIP 30% Review Meeting (PM and Sr. Arch for 2 days and 1 night)

Per Diem rates per Murrieta, CA

				No. of People = 2	
				No. of Days = 2	
				No. of Nights = 1	
Airfare					<u>\$900.00</u>
Rental Car	<u>1</u>	No. Cars	x	<u>75</u> \$/Day	<u>\$150.00</u>
Gasoline	<u>2</u>	Per Day	x	<u>45</u> \$/Day	<u>\$90.00</u>
Subsistence - Hotel	<u>2</u>	No. Nights	x	<u>150</u> \$/Night	<u>\$300.00</u>
Subsistence - Meals	<u>2</u>	Meals per Day	x	<u>70</u> \$/Day	<u>\$280.00</u>
				TRIP SUBTOTAL =	<u>\$1,720.00</u>

3) PURPOSE OF TRIP Pre-Bid Meeting (PM for 2 days and 1 night)

Per Diem rates per Murrieta, CA

				No. of People = 1	
				No. of Days = 2	
				No. of Nights = 1	
Airfare					<u>\$500.00</u>
Rental Car	<u>1</u>	No. Cars	x	<u>75</u> \$/Day	<u>\$150.00</u>
Gasoline	<u>2</u>	Per Day	x	<u>45</u> \$/Day	<u>\$90.00</u>
Subsistence - Hotel	<u>1</u>	No. Nights	x	<u>150</u> \$/Night	<u>\$150.00</u>
Subsistence - Meals	<u>1</u>	Meals per Day	x	<u>70</u> \$/Day	<u>\$140.00</u>
				TRIP SUBTOTAL =	<u>\$1,030.00</u>

DESIGN & BIDDING TOTAL \$7,585.00

Construction Administration

4) PURPOSE OF TRIP Pre-Construction Meeting (PM for 2 days and 1 night)

Per Diem rates per Murrieta, CA

				No. of People = 1	
				No. of Days = 2	
				No. of Nights = 1	
Airfare					<u>\$500.00</u>
Rental Car	<u>1</u>	No. Cars	x	<u>75</u> \$/Day	<u>\$150.00</u>
Gasoline	<u>2</u>	Per Day	x	<u>45</u> \$/Day	<u>\$90.00</u>
Subsistence - Hotel	<u>1</u>	No. Nights	x	<u>150</u> \$/Night	<u>\$150.00</u>
Subsistence - Meals	<u>1</u>	Meals per Day	x	<u>70</u> \$/Day	<u>\$140.00</u>
				TRIP SUBTOTAL =	<u>\$1,030.00</u>

5) PURPOSE OF TRIP Periodic Site Observation Visits (PM, Sr. Arch, Sr. Elec, and Sr. Mech for 2 days and 1 nights)

Per Diem rates per Murrieta, CA

				No. of People = 7	
				No. of Days = 2	
				No. of Nights = 1	
Airfare					<u>\$15,000.00</u>
Rental Car	<u>48</u>	No. Cars	x	<u>75</u> \$/Day	<u>\$7,200.00</u>
Gasoline	<u>48</u>			<u>45</u>	<u>\$2,160.00</u>
Subsistence - Hotel	<u>24</u>	No. Nights	x	<u>150</u> \$/Night	<u>\$3,000.00</u>
Subsistence - Meals	<u>2</u>	Meals per Days	x	<u>70</u> \$/Day	<u>\$4,080.00</u>
				TRIP SUBTOTAL =	<u>\$31,440.00</u>

CONSTRUCTION ADMINISTRATION TOTAL = \$32,470.00

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for

residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for

certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall 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 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **([Selection Criteria: Sponsor Name])**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of

race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction

management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, [current FAA Advisory Circulars for AIP projects](#) as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

Exhibit B- 1 Jacqueline Cochran Regional Airport (TRM)

OPTIONAL Scope of Work –Construction Administration

This Optional/Additional work will be complete upon the request of the COUNTY and mutual agreement between the Parties. Contractor shall provide the optional work below at the at the prices set forth in Exhibit D Fee Schedule for Design by executing an amendment to this agreement.

This document outlines all Construction Administration activities for the new Air Traffic Control Tower (ATCT) project for the Jacqueline Cochran Regional Airport (TRM), in Thermal, CA. The following sections outline the anticipated parts of the project, and the applicable scope of work involved in implementing the project through Construction Completion. The anticipated duration of construction is 18 months from the Notice to Proceed. Upon the County's request and mutual agreement of the Contractor, Contractor shall provide the following:

1) Construction Administration - Scope of Work:

- a) This section outlines the projected scope of work (administering, observing and monitoring the construction process) to be provided by the design team during the construction Phase of the Project. Due to the size, complexity and visibility of this project, the Pond team recommends the following as described in further detail below:
 - i) Pond will utilize software to receive, log, assign, track and return applicable construction phase documentation.
 - ii) Pond will provide coordination with FAA prior to equipment installation.
 - iii) The Pond team will provide construction phase Architectural and Engineering professional services following the design and bidding phases. These professional services include review and responses to Contractor RFI's, reviews and responses of Construction Material Submittals, review and develop preliminary responses on up to fifteen (15) Contractor Requested Substitutions, review of Test Reports (including Special / Threshold Inspections) and Site Visits as described below.
 - iv) Pond will be leading all the construction support efforts and will provide services necessary to manage the design team including the following general tasks:
 - (1) Coordinate and arrange the design team attendance at on-site project meetings or observation visits.
 - (2) Attend (virtually) regularly planned construction progress meetings between the Owner, Architect and Contractor (sometimes referred to as "OAC Meetings")
 - (3) Oversee the regular administration tasks throughout the anticipated 18-month construction period.
- b) The following services are typical of each discipline and therefore are used to define the services, unless noted otherwise:
 - i) Construction Kick-Off Meeting
 - (1) The Project Manager will attend this meeting on-site. All other members of the Design Team will attend the meeting virtually.
 - ii) Respond to Requests for Information (RFI)
 - (1) As requested by the Contractor, Pond will provide consultation, advice, interpretations and/or clarification of the intent of the Contract Documents. This includes the review of contractor proposals for repair, alteration or correction of deficiencies for compatibility with the contract documents, building systems, design intent, and design requirements.
 - (2) The Design team will endeavor to provide responses back to the contractor within seven (7) business days from receiving all information needed for the RFI evaluation / response.
 - iii) Review A/E Construction Submittals
 - (1) Following the Contractor's review of submittals, Pond will review submitted files for required submittals in conformance with the construction documents. The Contractor will submit a project submittal schedule in order to facilitate planning for responses.
 - (2) The Design team will endeavor to provide response back to the contractor within fourteen (14)

- business days from receiving all information needed for the submittal review / response. There will be various submittal packages (i.e.: structural steel, precast concrete, HVAC Equipment, etc.) that will take longer based on the complexity and volume of data.
- (3) For this project, Pond is anticipating a 25% resubmittal rate and a 15% second resubmittal rate.
 - (4) The submittal reviews will be performed electronically by all applicable reviewers concurrently to be returned to the contractor.
- iv) Review Contractor Requested Substitutions (up to 15 total), submitted in accordance with the specifications, for compatibility with the contract documents, building systems, design intent and design requirements.
 - (1) NOTE: If professional services associated with redesign, detailed analysis, modification of contract documents or cost estimating is required, a breakout of added professional services time will be provided to Riverside County for consideration in their acceptance of any requests for substitution.
 - v) Review Testing Reports
 - (1) Review contractor and 3rd party provided Test Reports, Special/Threshold Inspection Reports and provide confirmation/recommendation for rework, when determined to be necessary.
 - vi) Site Observation Visits
 - (1) Provide construction phase specific progress observation visits as detailed below.
 - (a) The Pond team shall provide a maximum of twenty-four (24) site observations visits across the team, initially determined as follows:
 - (i) Project Manager – four (4) visits
 - (ii) Airfield Electrical – two (2) visits
 - (iii) Architectural –six (8) visits (anticipated due to Contractor milestones. These can be scheduled as needed and may not all be used.)
 - (iv) Structural Engineer – four (4) visits
 - (v) Mechanical Engineer –two (2) visits
 - (vi) Fire Protection Engineer – two (2) visits
 - (vii) Electrical Engineer – two (2) visits
 - (b) A field report with itemized observations and any recommendations to correct any deficiencies shall be provided within seven (7) days of the end of the visit. Photo-graphic documentation will be included in all field reports.
 - (c) Generally, a site visit is defined as one trip for one person to the site for up to one 12-hour day, including travel and an additional 4 hours per trip for creation/issuance of the field report.
 - (d) Representatives during site visits will require access to, and use of, Airport Office space or in the Contractor trailer and project site to perform their work.
 - vii) Substantial Completion Observations / Punch List
 - (1) A Team Observation Visit shall be performed upon notification from the Contractor that the project is “Substantially Complete”.
 - (2) The report of this observation visit will be the development of a project Punch List that will be provided to document remaining scope to be completed including references to the Contract Documents, as applicable. Photographic documentation will be included in the punch list.
 - (3) The “Punch List” with itemized observations and deficiencies shall be provided within seven (7) days of the end of the visit.
 - (4) The Substantial Completion Observations / Punch List Visit is defined as one trip for one person from each discipline to the site for up to three (3) days, including travel plus creation/issuance of the Punch List.
 - (5) Representatives during site visits will require access to, and use of F70 Office space or in the Contractor trailer and project site to perform their work.
 - viii) Final Completion
 - (1) Upon notification from the Contractor that the project Punch List has been completed, the design team (of those disciplines with items on the Punch List) shall make a follow up visit to determine acceptance of the work and determination of the project be considered “Complete”.
 - (2) The “Punch List Verification Report” with any remaining items shall be provided within seven (7) days of the end of the visit
 - (3) The Final Completion Observations Visit is defined as one trip for one person from each discipline to the site for up to two (2) days, including travel plus creation/issuance of the Observation Report
 - ix) Project Closeout Reviews
 - (1) The project team anticipates the review of the following Contractor provided close out documents:
 - (a) Testing, Adjusting and Balance for HVAC as completed by the Contractor.

- (b) Building Systems Commissioning Report
- (c) Contractor Closeout Submittals anticipated to include the following:
 - (i) Review of Spare Parts Data List
 - (ii) Review of Warranty Management Plan and Data
 - (iii) Spot check review of Record Drawings and Final Revit Model.
 - (iv) Spot check review of As-Built Survey of Buried and Under-slab Utilities as marked by the Contractor.
 - (v) Review of O&M Data submitted by Contractor.

2) **Qualifications and Assumptions:**

- a) The project design will be limited to the minimum requirements of the applicable FAA Orders and requirements in effect at the time of NTP / Kick Off Meeting.
- (1) Should new orders and requirements be presented, they can be reviewed, and a determination of design impact can be presented for consideration and an adjustment in design scope will be provided.
- b) The design proposal is based on there being no changes to the FAA provided Critical Power Distribution System (CPDS) One Line or Emergency Power Management System (EPMS) requirements after the 60% Design Submittal review process.
- c) All deliverables will be developed using Autodesk's Revit software for buildings, AutoCAD Civil 3-D software for site related drawings and AIA's Masterspec in CSI Format for specifications.
- d) Airfield Lighting and building permitting process activities are included in this scope of work, however, actual permit fees are not included.
 - (1) These activities include coordination with Riverside County Building and Safety Department.
- e) It is anticipated that this new Facility will be considered no higher than a Security Level 2 (SL-2)
- f) Office and Shop furniture (desks, chairs, files, systems furniture, etc.) shall be planned for, however, detailed furniture bid documents are not included.
- g) Scope change process – Riverside County to expeditiously provide contract modifications for any agreed to change proposals.
- h) Riverside County will manage the Advertising and Bid Process.
- i) Selection of building structural, mechanical, fire protection and electrical related systems, will be determined during the conceptual design period. At that point, they will be set for the project. Any changes after the systems are decided upon will require additional fees.
- j) The water supply for the fire protection system is presumed to be of adequate flow and pressure, only needing to provide pump(s) to serve the tower. Should available water supply result in the need for a water storage tank or separate pump house will require additional design and fees.
- k) RC to provide project marked up / edited front end specifications (Division 00 - Procurement and Contracting Requirements, Division 01 - General Requirements, etc.) and bid forms to Pond for inclusion in the project specifications.
- l) It is assumed that a green building certificate (such as LEED or similar) will not be pursued for this project. There are no services included in our scope of work to achieve a Green Building Certificate.

Budget Adjustment – Schedule A

Increase Estimated Revenue:

40710-1910700000-790600	Contrib Fr Non-County Agencies	\$790,495
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Increase in Appropriations:

40710-1910700000-525440	Professional Services	\$790,495
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