

SUSANVILLE MUNICIPAL AIRPORT COMMISSION

GOVERNING BOARD

RICHARD HREZO, CHAIR
ROSS STEVENSON, VICE CHAIR
BILL HEYLAND, COMMISSIONER
MARY FOSTER, COMMISSIONER
PAUL CLARK, COMMISSIONER

STAFF

KEVIN JONES, INTERIM CITY ADMINISTRATOR
AMY LOPEZ, SECRETARY

CITY OF SUSANVILLE SUSANVILLE MUNICIPAL AIRPORT COMMISSION MEETING Lassen County Fairgrounds, Jensen Hall July 9, 2020 3:00 p.m.

Call Meeting to Order

Roll Call of Commissioners Present

- 1 **AGENDA APPROVAL:** (Additions and/or Deletions)
- 2 **APPROVAL OF MINUTES:** Approval of minutes from the June 11, 2020 meeting.
- 3 **CORRESPONDENCE/INFORMATION:**
- 4 **BUSINESS FROM THE FLOOR:** Any person may address the Commission at this time upon any subject **not on the agenda** within the jurisdiction of the Commission. However, any matter that requires action will be referred to staff for a report and action at a subsequent meeting. Presentations are subject to a five-minute limit.
- 5 **PUBLIC COMMENT:** Any person may address the Board at this time to comment on any subject on or not on the agenda. However, the Board may not take action on an item not on the agenda other than to direct staff to agendize the matter at a future meeting.
- 6 **NEW BUSINESS:** None.
- 7 **CONTINUING BUSINESS:**
 - A. Appointment of Chair and Vice Chair for the 2020 Calendar Year
 - B. Review of current C&S Agreement
 - C. Discussion regarding the Maintenance budget for the Airport
 - D. Discussion on annexation of the Airport
 - E. Safe Act Grant Opportunity (CARES Act)
- 8 **AIRPORT MANAGERS REPORT:** None.
- 9 **COMMISSION ITEMS:**

ADJOURN

- **Next meeting date to be held on August 13, 2020.**

I, Amy Lopez, certify that I caused to be posted notice of the regular meeting scheduled for July 9, 2020 in the areas designated on July 6, 2020.


Amy Lopez, Secretary

Submitted By: Amy Lopez, Administrative Staff Assistant

Action Date: July 9, 2020

AIRPORT COMMISSION AGENDA ITEM

SUBJECT: Approval of minutes from the June 11, 2020 meeting.

SUMMARY: Attached for the Commission's review are the minutes of the SMAC June 11, 2020 meeting.

ACTION REQUESTED: Motion to approve minutes from the June 11, 2020 SMAC meeting.

ATTACHMENTS: Minutes from:
June 11, 2020

CITY OF SUSANVILLE
SUSANVILLE MUNICIPAL AIRPORT COMMISSION
June 11, 2020 – 3:00 p.m.
City Council Chambers 66 North Lassen Street Susanville CA 96130

Meeting was called to order at 3:00 p.m. by Chairman Hrezo.

Roll Call of Members present: Commissioner Heyland, Commissioner Foster, Vice Chair Stevenson, Chairman Hrezo.
Absent: Commissioner Clark.

Staff present: Kevin Jones, Interim City Administrator, Steve Datema, Airport Manager, Dan Gibbs Acting Public Works Director, and Amy Lopez, Secretary.

APPROVAL OF THE AGENDA: Motion by Vice Chair Stevenson, second by Commissioner Heyland to approve the agenda. Motion carried.

APPROVAL OF MINUTES: Motion by Commissioner Heyland, second by Vice Chair Stevenson to approve the February 13, 2020 meeting minutes. Motion carried.

CORRESPONDENCE/INFORMATION: None.

BUSINESS FROM THE FLOOR: None.

PUBLIC COMMENT: None.

6 **NEW BUSINESS:** None.

7 **CONTINUING BUSINESS:**

Commissioner Clark entered at 3:08 pm

7A **Update on Airport Capital Improvement Plan (ACIP)**

Dan Gibbs, Acting Public Works Director, discussed the Airport Capital Improvement Plan (ACIP). He informed the Commission that he reached out to C&S for an update and the projects that are listed on the ACIP for the current fiscal year are the fencing project and the taxiway project. Mr. Gibbs explained that there are very specific steps in completing the fence and the consultant has a proposal to move forward. Mr. Gibbs stated that he is confident that the fence project can be completed next fiscal year and he intends to take steps moving forward to get the environmental survey under contract.

The Commission asked about the contract with C&S and when it was signed. This information was not available and will be provided at the next meeting.

Commissioners expressed their concern that projects are not getting completed at the airport.

Staff responded that projects typically take time to be completed, the airport needs to bring in more revenue and matching funds must also be available as budgeted on an annual basis by the City Council.

7B **Discussion on Airport Maintenance Budget**

Mr. Jones reviewed the Revenues and Expenditures document that was provided to the Commissioners. The document had different accounts listed with three accounts labeled "repairs and maintenance". Questions were asked regarding the different repair and maintenance accounts listed and what the different accounts meant. It was decided to bring this back at the next meeting for further details and discussion.

At a previous meeting there was discussion regarding a lighting issue at the airport where the fuel trucks are stationed. There was an update that the light is now repaired.

7C Annexation of the Susanville Airport

Discussion occurred between Mr. Gibbs and the Commissioners on the intent to annex the airport. This will be discussed at future meetings.

7D Safe Act Grant Opportunity (CARES Act)

Through the Coronavirus Relief Fund, the CARES Act provides payments to State, Local governments navigating the impact of the COVID-19 outbreak. Mr. Gibbs shared information about the CARES Act with the Commission and the process of executing an agreement with the FAA for the CARES Act. This grant can award up to \$30,000 and is available to the City on a reimbursement basis. Mr. Gibbs informed the Commission that the City attorney signed the application today and it has been sent to the FAA. He explained that the City must identify what the money is spent on and will then be reimbursed through the FAA's payment program, Delphi. The money reimbursed is similar to a grant and available to spend for 4 years.

This item will be discussed at future meetings.

AIRPORT MANAGER'S REPORT: None.

COMMISSION ITEMS:

ADJOURNMENT:

Motion by Vice Chair Stevenson, second by Commissioner Clark to adjourn at 4:03 p.m. Motion carried.

Respectfully Submitted by:

Amy Lopez, Secretary

Richard Hrezo, Chairperson

Submitted By: Amy Lopez, Administrative Staff Assistant

Action Date: July 9, 2020

AIRPORT COMMISSION AGENDA ITEM

SUBJECT: Appointment of Chair and Vice Chair for the 2020 Calendar Year

PRESENTED BY: Kevin Jones, Interim City Administrator

SUMMARY: The Susanville Municipal Airport Commission will elect a Chairperson and Vice Chairperson for the Board to serve during the remainder of the 2020 calendar year

FISCAL IMPACT: None.

ACTION REQUESTED: Appoint Chairperson and Vice Chairperson for the 2020 calendar year.

ATTACHMENTS: None.

Submitted By: Amy Lopez, Administrative Staff Assistant

Action Date: July 9, 2020

AIRPORT COMMISSION AGENDA ITEM

SUBJECT: Review of current C&S Agreement

PRESENTED BY: Kevin Jones, Interim City Administrator

SUMMARY: At the previous SMAC meeting there was discussion regarding the agreement between C&S and the airport. There were questions as to when the agreement was signed. This item is being brought back for discussion.

FISCAL IMPACT: None.

**ACTION
REQUESTED:** Discussion.

ATTACHMENTS: C&S Agreement



City of Susanville

(530) 257-1000 • 66 North Lassen Street • Susanville, CA 96130-3904

July 3, 2019

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

Re: Consulting Airport Engineering and Construction Management Services Agreement

Dear Sir:

I am enclosing the original agreement referenced above, and a copy of authorizing Resolution No. 19-5675 as approved by the Susanville City Council at its July 3, 2019 meeting. Please sign the original and return for my records. If you have any questions or need additional information, I can be reached at (530) 252-5103 or by email at gmacdonald@cityofsusanville.org.

Sincerely,

Gwenna MacDonald
City Clerk

cc: Quincy McCourt, Project Manager

Kevin Stafford
Mayor
Joseph Franco
Mayor pro tem

Councilmembers:
Brian Moore
Mendy Schuster
Brian Wilson

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RESOLUTION NUMBER 19-5675

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT WITH C&S COMPANIES FOR
THE FIVE YEAR CONTRACT TO PROVIDE PLANNING AND ENGINEERING AND
CONSTRUCTION MANAGEMENT SERVICES FOR THE AIRPORT**

WHEREAS, each year the Susanville Airport is entitled to \$150,000 of FAA entitlement funds if met with a 10% contribution; and

WHEREAS, as a stipulation of the grant, the FAA requires the City to enter into contract for two separate services for five year terms; and

WHEREAS, the two specialties are Planning Services and Engineering and Construction Management Services; and

WHEREAS, the City has followed the appropriate procedures to solicit qualified firms to provide this service by advertising an RFQ for thirty days; and

WHEREAS, three proposals were received of which a five panel team evaluated and selected C & S Companies with unanimous agreement to recommend to council; and

WHEREAS, one proposal was received for Planning Services; and

NOW THEREFORE, the City Council of the City of Susanville authorizes the Mayor to sign the contract with C&S Companies to provide a five year term of Planning and Engineering and Construction Management Services for the Susanville Municipal Airport.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Susanville that the Mayor is authorized to sign the contract with C&S Companies to provide a five year term of Planning and Engineering and Construction Management Services for the Susanville Municipal Airport.

Dated: July 3, 2019

APPROVED: Kevin Stafford
Kevin Stafford, Mayor

ATTEST: Gwenna MacDonald
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 19-5675 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 3rd day of July, 2019, by the following vote:

AYES: Wilson, Franco, Schuster and Stafford
NOES: None
ABSENT: Moore
ABSTAINING: None

Gwenna MacDonald
Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: Jessica Ryan
Jessica Ryan, City Attorney

AGREEMENT

FOR

**CONSULTING AIRPORT ENGINEERING AND
CONSTRUCTION MANAGEMENT SERVICES**

FOR THE

**City of Susanville
Susanville Municipal Airport**

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AGREEMENT

PROJECT: CONSULTING AIRPORT ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES, SUSANVILLE AIRPORT

This Agreement, made effective this 3rd day of July, 2019, is by and between City of Susanville, a Municipality, having an address at 66 North Lassen Street, Susanville, CA (hereinafter referred to as the "SPONSOR"), and C&S Engineers, Inc., a New York business corporation authorized to perform services in California and having offices at 8950 Cal Center Drive, Suite 102 Sacramento, CA 95826 (hereinafter referred to as the "CONSULTANT").

WITNESSETH: That the SPONSOR and the CONSULTANT, for and in consideration of the mutual obligations set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

ARTICLE 1—DESCRIPTION OF SERVICES TO BE PERFORMED

The SPONSOR hereby retains the employ of the CONSULTANT because of its ability and reputation, and the CONSULTANT accepts such retention, to perform for the SPONSOR general airport consultant services periodically over a 5 year term. At the SPONSOR'S discretion, additional one year options can be added to the term of the agreement. The CONSULTANT'S performance on behalf of the SPONSOR shall be authorized by execution of a series of Task Orders, as described in Article 2 hereof.

The SPONSOR'S resolution or other authorization for retaining the CONSULTANT is attached hereto and made a part hereof as Schedule "E".

ARTICLE 2—TASK ORDERS

- 2.1 The CONSULTANT'S services shall be provided on specific projects as subsequently authorized by Task Orders issued by the SPONSOR under this Agreement. Each Task Order shall contain the following:
- 2.1.1 Date of Issuance.
 - 2.1.2 Incorporation by reference of this Agreement.
 - 2.1.3 Identification of project for which the CONSULTANT is to render services.
 - 2.1.4 Description of services to be rendered by the CONSULTANT.
 - 2.1.5 Period of services (*i.e.*, time schedules, completion dates, etc.)
 - 2.1.6 Amount to be paid to the CONSULTANT for these services, and the method of payment (refer to Article 2A or 2B, below.)
 - 2.1.7 Special Requirements, if any, of the SPONSOR and/or the California Department of Transportation (Caltrans) and the Federal Aviation Administration (FAA).
- 2.2 Each Task Order shall be numbered consecutively (*e.g.*, "Task Order No. 1", etc.), and be signed and dated by the SPONSOR and the CONSULTANT.
- 2.3 Each Task Order shall be attached to and made a part of this Agreement. A sample Task Order is attached hereto as Schedule "A".

ARTICLE 2A—PROVISION FOR PAYMENT—LUMP SUM

The SPONSOR shall pay to the CONSULTANT, and the CONSULTANT shall accept, as full compensation for studies, design, and miscellaneous services performed hereunder, the fee established therefor in each Task Order, which will cover salaries of employees assigned to the specified project, all indirect costs, all direct expenses, and profit. The maximum fee set forth in the Task Order cannot be exceeded for any reason, unless Additional Services are authorized and performed in accordance with the provisions of Article 11 of this Agreement. The method of computation of the CONSULTANT's lump sum fee shall be prescribed in the Schedule "B" accompanying the Task Order pertaining to the specific project.

Partial payments of the lump sum fee shall be made monthly on account. The portion of the fee billed for the CONSULTANT's Basic Services will be based upon the CONSULTANT's estimate of the proportion of the total Basic Services actually completed and expenses actually incurred at the time of billing. Payment of the final invoice will be made upon the substantial completion of the Basic Services covered by the lump sum fee.

ARTICLE 2B—PROVISION FOR PAYMENT—COST PLUS FIXED FEE

- A. Basis for Payment**—The SPONSOR shall pay the CONSULTANT, and the CONSULTANT shall accept, as full compensation for the performance by the CONSULTANT of services under a Task Order, the following:

Item I: Hours times billing rates of all employees assigned to the project for all or part of the term of the Task Order, in accordance with Schedule "C" – Schedule of Billing Rates. Overtime in accordance with the terms of this Agreement shall be charged under this Item. Overhead allowance and profit are included in the rate schedule.

Item II—Actual Direct Nonsalary Costs incurred during the term of the Task Order, as defined in the applicable Schedule "B", all subject to audit.

Item III—In the event of any claims being made or actions being brought against a project authorized by the SPONSOR hereunder, the CONSULTANT agrees to render assistance to the SPONSOR in responding to the claim or action. Such assistance, and the costs associated therewith, shall be an Additional Service as described in Article 11 hereof.

- B. Partial Payments**—The CONSULTANT shall be paid in monthly progress payments based on actual allowable costs incurred during the month in accordance with Section "A" of this Article. Monthly invoices shall clearly identify the costs of the services performed.

Accounts of the CONSULTANT shall clearly identify the costs of the services performed under each Task Order and may be subject to periodic and final audit by the SPONSOR, Caltrans, and the FAA. Such an audit shall not be a condition for making partial payments.

- C. Final Payment**—Payment of the final invoice shall be made upon completion and acceptance of the applicable project by the SPONSOR, Caltrans, and the FAA.

The maximum amount payable under this Agreement, including the CONSULTANT's fixed fee, shall be as established in Schedule "B" to each Task Order issued hereunder, unless there is a substantial change in the scope, complexity, character, or duration* of the Basic Services to be performed.

*Duration is applicable to construction observation only.

ARTICLE 2C—TIME FOR PERFORMANCE

For services under grant for reimbursement from funding agencies (such as the FAA), the SPONSOR agrees to pay invoices within 15 days of receiving reimbursement from the funding agency. For services not under grant or ineligible for funding, the SPONSOR agrees to pay invoices within 45 days of receiving an acceptable invoice. If invoices are past due, the CONSULTANT may, after giving seven (7) days' notice to the SPONSOR, suspend services under this Agreement until the invoice is paid. Upon payment in full by the SPONSOR, the CONSULTANT shall resume performance or furnishing of services under the Task Order, and the time schedule and compensation set forth in Schedule "B" to such Task Order shall be adjusted to compensate for the period of suspension.

Execution of each Task Order by the SPONSOR and the CONSULTANT constitutes the SPONSOR's written authorization to the CONSULTANT to proceed with the performance of Basic Services as set forth therein. The time for completion of the Basic Services, subject to the provisions of Articles 12, 13 and 23 hereof, shall be as recorded in Schedule "A" to the Task Order.

ARTICLE 3—STANDARD OF CARE, STANDARD PRACTICES, AND REQUIREMENTS

The standard of care for all professional engineering and related services performed or furnished by the CONSULTANT under this Agreement shall be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under similar conditions at the same time and in the same locality. Before beginning to perform or furnish any service hereunder, the CONSULTANT shall ascertain the standard practices of the SPONSOR, Caltrans, and the FAA, if any, for projects of a type similar to the project which the SPONSOR authorizes the CONSULTANT to perform. Where the CONSULTANT deems it practicable to do so, the services to be provided or furnished shall be performed in accordance with these standard practices as long as they are consistent with the foregoing standard of care. If any of these standard practices are inconsistent with the CONSULTANT's standard of care or are in conflict with one another, or if strict adherence to the same is impossible or undesirable, then the CONSULTANT's services may vary or deviate from such standards.

ARTICLE 4—ENTIRE AGREEMENT

This Agreement, with its accompanying Task Orders and Schedules, constitutes the entire agreement between the SPONSOR and the CONSULTANT with respect to its subject matter, and supersedes any prior agreement, whether written or verbal, with respect to that subject matter. This Agreement may be amended or modified only by written instrument signed by the SPONSOR and the CONSULTANT.

ARTICLE 5—TAXES, ROYALTIES, AND EXPENSES

The CONSULTANT shall pay all taxes, royalties, and expenses incurred by the CONSULTANT in connection with performing its services under this Agreement, unless otherwise provided in Article 2.

ARTICLE 6—CONSULTANT LIABILITY

To the fullest extent permitted by law, the CONSULTANT shall indemnify the SPONSOR against, and hold it harmless from, any suit, action, actual damage, and cost resulting solely from the negligent performance of services or omission of the CONSULTANT under this Agreement, up to the limits of any available insurance. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the services performed hereunder.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the CONSULTANT or the SPONSOR beyond such as may legally exist irrespective of this Article or this Agreement.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the SPONSOR nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the SPONSOR and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

The provisions of this Article 6 shall survive termination or expiration of this Agreement.

ARTICLE 7—LABOR LAW REQUIREMENTS

The CONSULTANT, and any subconsultant or subcontractor retained by it in connection with the performance or furnishing of services under this Agreement, shall comply with the requirements of state or federal statutes, regulations, or orders applicable to the employment of employees, as set forth in Schedule "H", which is attached hereto and made a part hereof.

ARTICLE 8—NONDISCRIMINATION PROVISIONS

During the performance of its services under this Agreement, the CONSULTANT, and any subconsultant, subcontractor, or vendor retained by it, shall comply with the nondiscrimination requirements set forth in Schedule "H" hereto, as applicable to this Project.

The CONSULTANT will include the provisions of Schedule "H" in every subconsultant agreement, subcontract, or purchase order in such a manner that such provisions will be binding upon each subconsultant, subcontractor, or vendor as to operations to be performed within the State of California. The CONSULTANT will take such action in enforcing such provisions of such subconsultant agreement, subcontract, or purchase order as the SPONSOR may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation by a subconsultant, subcontractor, or vendor as a result of such direction by the SPONSOR, the CONSULTANT shall promptly so notify the SPONSOR'S legal counsel, requesting such counsel to intervene and protect the interests of the SPONSOR.

ARTICLE 9—WORKERS' COMPENSATION AND LIABILITY INSURANCE

The CONSULTANT agrees to procure and maintain at its own expense, and without direct expense to the SPONSOR, until final acceptance by the SPONSOR of the services covered by this Agreement, insurance of the kinds and in the amounts hereafter provided, written by insurance companies authorized to do business in the State of California. Before commencing the performance of services hereunder, the CONSULTANT shall furnish the SPONSOR a certificate or certificates, in form satisfactory to the SPONSOR, showing that it has complied with this Article, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days' written notice has been given to the SPONSOR. The kinds and amounts of insurance required are as follows:

- A. The CONSULTANT shall be required at all times during the term of this Agreement to subscribe to and comply with the Workers' Compensation laws of the State of California and pay such premiums as may be required thereunder and to defend, indemnify, and hold City harmless from any and all liability from or under said laws. It shall also furnish, upon request by City, a copy of the official certificate or receipt showing the premium payments referred to above.
- B. Policy or policies of commercial general liability insurance, with broad form endorsement covering, among other things, the CONSULTANT's obligation under Article 6 hereof, with limits of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one (1) person in any one (1) accident; and, subject to that limit for each person; not less than Three Million Dollars (\$3,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by two (2) or more persons in any one (1) accident; and not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident, and, subject to that limit per accident, not less than Three Million Dollars (\$3,000,000) for all damages arising out of injury to or destruction of property during the policy period.
 - 1. Liability insurance issued to and covering the liability of the CONSULTANT'S subconsultants and subcontractors, having the same policy limits as those set forth above, with respect to all services or work performed by said subconsultants or subcontractors under this Agreement.
 - 2. Protective liability insurance issued to and covering the liability of the CONSULTANT with respect to all services under this Agreement performed for the CONSULTANT by subconsultants or subcontractors.
 - 3. Professional liability insurance issued to and covering the liability of the CONSULTANT with respect to all professional services performed by it under this Agreement.

The SPONSOR, Caltrans, and the FAA shall be named as additional insureds, as their interests may appear, under the insurance coverages described in Paragraph B above, except for the coverage described in Subparagraph (3), which coverages shall be subject to all of the terms, exclusions, and conditions of the applicable policy.

ARTICLE 10—ASSIGNMENT REQUIREMENTS

The CONSULTANT specifically agrees that:

- A. It is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement or of its right, title, or interest herein, or its power to execute this Agreement, to any other person, company, or corporation without the previous consent in writing of the SPONSOR, Caltrans, and the FAA.
- B. If this provision of the Agreement is violated, the SPONSOR may terminate this Agreement for cause in accordance with the provisions of Article 12. Furthermore, the SPONSOR shall be relieved from any liability and obligation hereunder to the person, company, or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement in violation of the foregoing paragraph (A), and such transferee shall forfeit and lose all monies assigned to it under this Agreement, except so much as may be required to pay its employees.

ARTICLE 11—ADDITIONAL SERVICES

If authorized in writing by the SPONSOR through a Supplemental Agreement, the CONSULTANT shall furnish

or obtain from others any service that is beyond the scope of each Schedule "A" to the corresponding Task Order ("Additional Services"). The scope and time for performance of, and payment from the SPONSOR to the CONSULTANT for, any Additional Services (which shall be on the basis set forth in Schedule "B" for each Supplemental Agreement) shall be set forth in such Supplemental Agreement.

ARTICLE 12—ABANDONMENT OR AMENDMENT OF PROJECT AND TERMINATION

A. ABANDONMENT OR AMENDMENT OF THE PROJECT—The SPONSOR shall have the absolute right to abandon or to amend a project or to change the general basis of performance at any time, and such action on its part shall in no event be deemed a breach of this Agreement. If the SPONSOR amends a project or changes the general basis thereof, and the CONSULTANT is of the opinion that Additional Services are made necessary by the SPONSOR's amendment or change, then the provisions of Article 11 of this Agreement with respect to Additional Services shall apply. If the SPONSOR abandons a project, then the provisions of Paragraph B(1)(b) below shall govern payment to the CONSULTANT.

B. TERMINATION

The obligation to provide further services under this Agreement or any Task Order issued hereunder may be terminated:

1. **For Cause:**

- a. By either party upon thirty (30) days' prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as the result of such substantial failure if the party receiving notice begins, within seven (7) days after receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within thirty (30) days of such receipt; provided that, if and to the extent that such substantial failure cannot reasonably be cured within such thirty (30)-day period, and if the party has diligently attempted to cure the failure and thereafter continues diligently to cure the problem, then the cure period may, in the discretion of the terminating party, be extended to sixty (60) days after the receipt of notice.
- b. By the CONSULTANT upon seven (7) days' written notice if (a) the CONSULTANT believes that it is being requested by the SPONSOR to perform or furnish services contrary to or in conflict with the CONSULTANT's responsibilities as a licensed design professional or the standard of care set forth in Article 3 hereof; or (b) the CONSULTANT's services are delayed or suspended for more than ninety (90) days, consecutively or in the aggregate, for reasons beyond the CONSULTANT's control; or (c) the SPONSOR has abandoned, or is considered to have abandoned, its project.

2. **For convenience** by the SPONSOR, effective upon the receipt of notice by the CONSULTANT.

C. PAYMENTS UPON TERMINATION

1. **For Cause:**

- a. By the SPONSOR: If the SPONSOR terminates this Agreement or any Task Order for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT and its subconsultants, subcontractors, and vendors through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement or any Task Order for cause during any phase of Basic Services, then the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the

basis specified in Schedule "B" for each Task Order. The CONSULTANT will also be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services to the extent that such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses.

- b. By the CONSULTANT: If the CONSULTANT terminates this Agreement or any Task Order for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed or furnished by the CONSULTANT and its subconsultants, subcontractors, or vendors through the completion of such phase shall constitute total payment for such services. The CONSULTANT shall also be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule "B" to each Task Order measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

2. For convenience

If the SPONSOR terminates this Agreement for convenience upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for convenience during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule "B" for each Task Order. Additionally, the CONSULTANT will be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services through the effective date of termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule "B" for each Supplemental Agreement measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

ARTICLE 13—SUSPENSION OF SERVICES

If the CONSULTANT's services hereunder are delayed or suspended, in whole or in part, by the SPONSOR for more than thirty (30) calendar days, consecutively or in the aggregate, through no fault of the CONSULTANT, then the CONSULTANT shall be entitled to equitable adjustments of rates and amounts of compensation to reflect, among other things, reasonable costs incurred by the CONSULTANT in connection with the delay or suspension and reactivation and the fact that the time for performance of the CONSULTANT's services hereunder has been revised. If the delay or suspension persists for more than ninety (90) days, consecutive or in the aggregate, then the CONSULTANT may consider the project to have been abandoned by the SPONSOR and may terminate this Agreement for cause.

Upon the SPONSOR's resumption of its project, and if the CONSULTANT has not terminated this Agreement for cause, the CONSULTANT shall resume its services under this Agreement until the services are completed and accepted, subject to any adjustment in the rates set forth in the appropriate Schedule "B" because of the passage of time.

ARTICLE 14—INTERCHANGE OF DATA

During the performance of this Agreement, all technical data in regard to the project whether (a) existing in the office of the SPONSOR or (b) existing in the office of the CONSULTANT, shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 15—DISPOSITION OF PROJECT DOCUMENTS

At the time of completion of its services and upon payment in full therefor, the CONSULTANT shall make available to the SPONSOR copies of documents prepared as the result of this Agreement. These documents shall then become the property of the SPONSOR and the maintenance of the data therein shall be the sole responsibility of the SPONSOR. Any reuse of the documents by the SPONSOR or others on extensions of the project for which they were prepared, or on any other project, without written verification or adaptation by the CONSULTANT and its subconsultants, subcontractors, or vendors, as appropriate, for the specific purpose intended will be at the SPONSOR's sole risk and expense and without liability or legal exposure to the CONSULTANT or its subconsultants, subcontractors, or vendors. The SPONSOR shall indemnify the CONSULTANT, its subconsultants, subcontractors, and vendors against, and hold them harmless from, all claims, damages, losses, and expenses (including reasonable experts' and attorneys' fees) arising out of or resulting from such reuse.

In the event that this Agreement is terminated for any reason, then within ten (10) days after such termination, the CONSULTANT shall make available to the SPONSOR all data and material prepared under this Agreement, including cover sheets, in accordance with and subject to the terms of the above paragraph.

ARTICLE 16—CODE OF ETHICS

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further covenants that no person having any such interest shall be employed in the performance of this Agreement.

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any service under this Agreement is in conflict with Schedule "G" hereto.

ARTICLE 17—INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with its status as an independent contractor, shall conduct itself consistent with such status; shall neither hold itself out as nor claim to be an officer or employee of the SPONSOR by reason hereof; and shall not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the SPONSOR, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

ARTICLE 18—PATENT RIGHTS AND COPYRIGHTS

Any patentable result arising out of this Agreement, as well as all information, designs, specifications, know-how, data, and findings, shall be made available without cost to the State of California or its licensees and the FAA for public use. No material prepared in connection with this Project shall be subject to copyright. The State of California and the FAA shall have the right to publish, distribute, disclose, or otherwise use any material prepared under this Project, subject to the provisions of Article 15 hereof.

ARTICLE 19—STATE OF CALIFORNIA PARTICIPATION

The services to be performed in this Agreement may be included in a Caltrans Project, which is being

undertaken and accomplished by the SPONSOR and the State of California and pursuant to which the State of California has agreed to pay a certain percentage of the allowable project costs. The State of California is not a party to this Agreement and no reference in this Agreement to any representative thereof, or to any rights granted to the any representative thereof or the State of California by the Agreement, makes the State of California a party to this Agreement.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the State of California may from time to time inspect all project documents for the purpose of insuring compliance with California laws and protecting the interests of the State of California.

ARTICLE 20—FEDERAL PARTICIPATION

The FAA is not a party to this Agreement, although the project work program covered by this Agreement is to be financially aided in part by a Grant Agreement between the SPONSOR and the FAA as provided for under the Airport and Airway Development Act of 1970 (P.L. 91258). The SPONSOR and the CONSULTANT hereby agree to comply fully with the conditions set forth in detail in the Grant Agreement as though they were set forth in detail in this Agreement, including the requirements set forth in Schedules “D”, “F”, “G”, “H” hereto. The CONSULTANT further agrees that, by reason of complying with the conditions of the Grant Agreement, no obligation is entailed on the part of the FAA to the CONSULTANT.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the FAA may from time to time inspect all project documents for the purpose of insuring compliance with Federal laws and protecting the interests of the FAA.

ARTICLE 21—MISCELLANEOUS

- A. The CONSULTANT shall require all persons employed to perform services hereunder, including its subconsultants or subcontractors, agents, officers, and employees, to comply with all applicable laws in the jurisdiction in which the projects are located.
- B. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- C. By execution of this Agreement, the CONSULTANT represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining any approval of this Agreement.
- D. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address set forth above (as modified in writing from time to time by such party), and shall be given personally; by registered or certified first-class mail, postage prepaid and return receipt requested; by facsimile transmission, with confirmation of receipt; or by a nationally-recognized overnight courier service, with proof of receipt. Notice shall be effective upon the date of receipt. For purposes of this Agreement, failure or refusal to accept receipt shall constitute receipt nonetheless.
- E. This Agreement, and the interpretation and enforcement of the provisions hereof, is governed by the laws of the State of California.
- F. SPONSOR acknowledges that:
 - CONSULTANT is not recommending any action to SPONSOR or other obligated person hereunder that would cause CONSULTANT to be considered a municipal advisor for purposes of the Securities and Exchange Commission Registration of Municipal Advisors Rule, 78 Fed. Reg. 67468 (2013);

- CONSULTANT does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 (15 U.S.C. 78o-4) to SPONSOR or other obligated person with respect to the information and material contained in this Agreement or any Project deliverable; and
- SPONSOR or other obligated person should discuss any information and material contained in this Agreement or Project deliverable with any and all internal or external advisors and experts that SPONSOR or other obligated person deems appropriate before acting on this information or material.

ARTICLE 22— SUBCONSULTANTS/SUBCONTRACTORS

All subconsultants and subcontractors performing services for or work on this Project shall be bound by the same required provisions of this Agreement as is the CONSULTANT. As set forth above, all agreements between the CONSULTANT and a subconsultant, subcontractor, or vendor shall include all standard required contract provisions, and such agreements shall be subject to review by Caltrans and the FAA.

ARTICLE 23 — FORCE MAJEURE

Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including, but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; loss of utility services; blizzard; flood; fire; labor unrest; strike; war; riot; or any cause the party is unable to prevent with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay. Additionally, if the delay resulting from any of the foregoing increases the cost of or time required by CONSULTANT to perform its services hereunder in an orderly and efficient manner, then CONSULTANT shall be entitled to an equitable adjustment in schedule and/or compensation.

ARTICLE 24 — DISPUTE RESOLUTION

- A. The SPONSOR and the CONSULTANT agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them prior to exercising their right under Section 24B below. The thirty-day period may be extended upon mutual agreement of the parties.
- B. If any dispute cannot be resolved pursuant to Section 24A, and only if mutually agreed by the SPONSOR and the CONSULTANT, said dispute and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or the breach of any provision hereof (“disputes”) shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to a party initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding. The cost of mediation shall be shared equally between the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the SPONSOR, acting by and through _____, who has caused the seal of his or her office to be affixed hereto, and by the CONSULTANT, acting by and through a duly-authorized officer, effective the day and year first above-written.

SPONSOR

CITY OF SUSANVILLE

By: Kevin Stiffan

Title: Mayor

Date: 7-3-19

CONSULTANT

C&S Engineers, Inc.

By: Jessical Bryson

Title: Asst. VP

Date: 7.15.19

SCHEDULE "A"
Sample Task Order

TASK ORDER NO.

TO: _____

RE: _____
(Project Identification)

1. AUTHORIZATION REQUEST:

In conformance to your instructions, and in accordance with the Agreement between the _____ (SPONSOR) and C&S Engineers, Inc. (CONSULTANT) for providing periodic professional services, we enclose three (3) originals of our request for authorization to _____ furnish services in connection with _____ (the "Project").

2. DESCRIPTION OF SERVICES: _____

3. SPONSOR'S RESPONSIBILITIES:

[Sponsor's responsibilities shall be as described in Section 3 of the Agreement.]
[Sponsor's responsibilities in Section 3 of the Agreement are modified as follows:]

4. PERIOD OF SERVICES:

[Services are to be completed by _____ 20__.]
[Services are to be provided in conformance to the following schedule:]

5. PAYMENTS:

[Payments shall be made in accordance with the Article 2A[2B] of the Agreement. The total fee amount is _____.]

6. GENERAL CONSIDERATIONS

The CONSULTANT designates _____ as the person who will be responsible for coordinating the services rendered by the CONSULTANT for the Project.

7. SPECIAL PROVISIONS:

The following Special Provisions for the Project shall serve to amend affected portions of the Agreement where applicable, the unaltered portions thereof to remain in force:

_____]

Your signature, in the space provided below, will signify approval of the terms and conditions of this request which, together with the basic Agreement and Attachments identified below will constitute Task Order No. ____.

Please return this executed Task Order, which shall constitute your authorization to proceed, to our office together with the executed attachments.

Very truly yours,

SPONSOR:

CONSULTANT:

C&S ENGINEERS, INC.

By: _____

By: _____

Title _____

Title: _____

Dated: _____

Dated: _____

ATTACHMENTS:

Schedule A: Scope of Services

Schedule B: Cost Summary

SCHEDULE "B"

SCHEDULE OF BILLING RATES

Job Title	Hourly Rate				
	2018	2019	2020	2021	2022

Rates provided include direct salary costs, overhead and profit. Rate schedule effective through the end of the contract. Yearly escalation rates of 2% shall be added as shown above. The new rates shall be effective on the 1st day of January.

Rates do not include those of subconsultants.

SCHEDULE "D"

U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
 AIRPORT IMPROVEMENT PROGRAM
 SPONSOR CERTIFICATION

SELECTION OF CONSULTANTS

<i>(Sponsor)</i>	<i>(Airport)</i>	<i>(Project Number)</i>
<i>(Work Description)</i>		
Periodic General Airport Consultant Services for 3-year term (two additional one year options may be added at the Sponsor's discretion).		

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the Sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, "Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects".

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the Sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. Solicitations were (will be) made to ensure fair and open competition from a wide area of interest.			
2. For contracts over \$100,000, consultants were (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.			
3. A record of negotiations has been (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the Sponsor's independent cost estimate.			
4. If engineering or other services are to be performed by Sponsor force account personnel, prior approval was (will be) obtained from the FAA.			
5. The consultant services contracts clearly establish (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.			

Yes No N/A

6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.
7. Mandatory contract provisions for grant-assisted contracts have been (will be) included in consultant services contracts.
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not (will not be) used.
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (will be) specifically described in the advertisement, and future work will not be initiated beyond five years.

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

(Date)

END OF SCHEDULE

SCHEDULE "E"

(RESOLUTION TO BE INSERTED)

SCHEDULE "G"

CERTIFICATION OF CONSULTANT

I hereby certify that I am the Manager of the Aviation Design and Construction Group and a duly-authorized representative of the firm of C&S Engineers, Inc., whose principal address is 499 Col. Eileen Collins Blvd., Syracuse, NY, and that neither I nor the above firm I here represent has:

- A. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- B. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- C. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract, involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable state and Federal laws, both criminal and civil.

7-15-19

Date

Jessica Bryan

END OF SCHEDULE

SCHEDULE H AIRPORT AID PROGRAM

A/E SERVICES REQUIRED FEDERAL CONTRACT PROVISIONS

For purposes of this schedule the term "Contractor" or "Consultant" shall refer to "Consultant" as that term is defined in the Agreement to which this schedule is attached.

ACCESS TO RECORDS AND REPORTS

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

BREACH OF CONTRACT TERMS

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

GENERAL CIVIL RIGHTS PROVISIONS

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

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

CIVIL RIGHTS – TITLE VI ASSURANCES.

Title VI Solicitation Notice:

The Sponsor in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity,

project, or program set forth in Appendix B of 49 CFR part 21.

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

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

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed \$150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. Sponsor encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

TEXTING WHEN DRIVING

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

In support of this initiative, Sponsor encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CERTIFICATION REGARDING LOBBYING

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

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made

by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

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

TERMINATION OF CONTRACT

Termination for Convenience-The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Contractor. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Contractor must immediately discontinue all services affected. Upon termination of the Agreement, the Contractor must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Contractor under this contract, whether complete or partially complete. Sponsor agrees to make just and equitable compensation to the Contractor for satisfactory work completed up through the date the Contractor receives the termination notice. Compensation will not include anticipated profit on non-performed services. Sponsor further agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default-Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Sponsor:** The Sponsor may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Sponsor approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project;
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Sponsor:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;

3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Sponsor agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the contract.

In the event of termination due to Sponsor breach, the Engineer is entitled to invoice Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Sponsor agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

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

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

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

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

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

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

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

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

VETERAN'S PREFERENCE

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

END OF SCHEDULE

Submitted By: Amy Lopez, Administrative Staff Assistant

Action Date: July 9, 2020

AIRPORT COMMISSION AGENDA ITEM

SUBJECT: Discussion regarding the Maintenance Budget for the Airport

PRESENTED BY: Kevin Jones, Interim City Administrator

SUMMARY: A revenues and expenditures document was provided at the June 11, 2020 meeting for review of the budget. There were questions on the different accounts named "Repair and Maintenance" It was decided to bring this back for discussion and further details.

FISCAL IMPACT: None.

**ACTION
REQUESTED:** Discussion.

ATTACHMENTS: Revenues and Expenditures for the Airport

CITY OF SUSANVILLE
 INCOME STATEMENT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JULY 01, 2020

AIRPORT

	BUDGET	YTD ACTUAL	% EARNED	ENCUMBRA	UNEARNED	% UNEARNED
<u>PUBLIC WORKS</u>						
<u>AIRPORT-OPERATIONS</u>						
7201-430-81-3341 STATE OF CA - CALTRANS	10,000.00	.00	.00	0	10,000.00	100.00
7201-430-81-3611 INTEREST REVENUE	60.00	.00	.00	0	60.00	100.00
7201-430-81-3620 AIRPORT - LEASES	60,000.00	.00	.00	0	60,000.00	100.00
7201-430-81-3701 AIRPORT - FLOWAGE FEES	14,000.00	.00	.00	0	14,000.00	100.00
7201-430-81-3703 COMMERCIAL OPERATOR FEES	25,000.00	.00	.00	0	25,000.00	100.00
TOTAL AIRPORT-OPERATIONS	109,060.00	.00	.00	0	109,060.00	100.00
TOTAL PUBLIC WORKS	109,060.00	.00	.00	0	109,060.00	100.00
TOTAL FUND REVENUE	109,060.00	.00	.00	0	109,060.00	100.00

CITY OF SUSANVILLE
INCOME STATEMENT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 01, 2020

AIRPORT

	BUDGET	YTD ACTUAL	% EXPENDED	ENCUMBRA	UNEXPENDED	% UNEXP.
<u>PUBLIC WORKS</u>						
<u>AIRPORT-OPERATIONS</u>						
7201-430-81-4120	TEMPORARY EMPLOYEES	24,415.00	.00	.00	0	24,415.00 100.00
7201-430-81-4221	SOCIAL SECURITY CONTRIBUTIONS	1,514.00	.00	.00	0	1,514.00 100.00
7201-430-81-4222	MEDICARE	354.00	.00	.00	0	354.00 100.00
7201-430-81-4260	WORKERS' COMPENSATION	732.00	.00	.00	0	732.00 100.00
7201-430-81-4293	STATE UNEMPLOYMENT	220.00	.00	.00	0	220.00 100.00
7201-430-81-4340	TECHNICAL SVCS	6,900.00	.00	8.33	575	6,325.00 91.67
7201-430-81-4431	REPAIR AND MAINTENANCE-MISC	1,500.00	.00	.00	0	1,500.00 100.00
7201-430-81-4434	REPAIR AND MAINTENANCE-FACILIT	2,282.00	.00	.00	0	2,282.00 100.00
7201-430-81-4510	INSURANCE AIRPORT HANGARS	3,250.00	.00	.00	0	3,250.00 100.00
7201-430-81-4511	INSUR.AIRPORT OWNER OPER. LIAB	4,996.00	.00	.00	0	4,996.00 100.00
7201-430-81-4512	INSUR.AIRPORT AIR SHOW LIAB	442.00	.00	.00	0	442.00 100.00
7201-430-81-4524	INTERNAL SVCS ADMIN	49,868.00	.00	.00	0	49,868.00 100.00
7201-430-81-4530	COMMUNICATIONS	529.00	.00	.00	0	529.00 100.00
7201-430-81-4610	SUPPLIES - GENERAL	142.00	.00	.00	0	142.00 100.00
7201-430-81-4622	ELECTRICITY	7,100.00	.00	.00	0	7,100.00 100.00
7201-430-81-4623	PROPANE	2,700.00	.00	.00	0	2,700.00 100.00
7201-430-81-4641	POSTAGE	81.00	.00	.00	0	81.00 100.00
7201-430-81-4770	DEPRECIATION EXPENSE	172,545.00	.00	.00	0	172,545.00 100.00
7201-430-81-4810	TAXES, FEES, PERMITS & CHARGES	1,966.00	.00	.00	0	1,966.00 100.00
7201-430-81-4852	INTEREST	69.00	.00	.00	0	69.00 100.00
TOTAL AIRPORT-OPERATIONS		281,605.00	.00	.20	575	281,030.00 99.80
TOTAL PUBLIC WORKS		281,605.00	.00	.20	575	281,030.00 99.80
TOTAL FUND EXPENDITURES		281,605.00	.00	.20	575	281,030.00 99.80
REVENUE OVER (UNDER) EXPENDITURES		(172,545.00)	.00	(.33)	575-	(171,970.00) (99.67)
GRAND TOTAL REVENUE		109,060.00	.00	.00	0	109,060.00 100.00
GRAND TOTAL EXPENDITURES		(281,605.00)	.00	(.20)	575-	(281,030.00) (99.80)
TOTAL NET REVENUE(EXPENDITURES)		(172,545.00)	.00	(.33)	575-	(171,970.00) (99.67)

Submitted By: Amy Lopez, Administrative Staff Assistant

Action Date: July 9, 2020

AIRPORT COMMISSION AGENDA ITEM

SUBJECT: Discussion on Annexation of the Airport

PRESENTED BY: Kevin Jones, Interim City Administrator

SUMMARY: At the previous SMAC meeting there was discussion on annexation of the airport. It was decided to bring this item back discussion at the next meeting.

FISCAL IMPACT: None.

**ACTION
REQUESTED:** Discussion.

ATTACHMENTS: None.

Submitted By: Amy Lopez, Administrative Staff Assistant

Action Date: July 9, 2020

AIRPORT COMMISSION AGENDA ITEM

SUBJECT: Safe Act Grant Opportunity

PRESENTED BY: Kevin Jones, Interim City Administrator

SUMMARY: At the previous SMAC meeting a handout was provided to the Commissioners regarding the CARES Act, a Coronavirus relief fund. It was decided to bring this item back for questions and discussion at the next meeting.

FISCAL IMPACT: None.

**ACTION
REQUESTED:** Discussion.

ATTACHMENTS: None.