

SONOMA COUNTY – CHARLES M. SCHULZ AIRPORT

TASK ORDER #19

FUEL FARM FACILITY, PHASE 1, PRELIMINARY CONCEPT BUDGET REPORT

April 30, 2025

OVERVIEW

Effective DECEMBER 6, 2022, MEAD & HUNT, INC. (“Consultant”) and the County of Sonoma (“Owner”) entered into an Agreement for **Standard Professional Services** (the “Master Agreement”). Pursuant to Section 1.1 of the Master Agreement, Consultant and County may execute task orders by which County requests and Consultant agrees to perform certain professional services. This “**Task Order #19**” is entered into between County and Consultant pursuant to the Master Agreement for Consultant to provide **Engineering and Planning Consulting Services for Fuel Farm Facility, Phase 1, Preliminary Concept Budget Report (Project)** at Charles M. Schulz-Sonoma County Airport in Santa Rosa, California. The terms of the Master Agreement shall control all work performed hereunder.

This document includes *Exhibit A*, which details the work to be provided by Consultant for the Project to be performed for the Charles M. Schulz-Sonoma County Airport, under this Task Order #19.

SUMMARY OF SERVICES

The following summarizes the services to be provided by the Consultant under this Task Order #19:

- Preliminary conceptual planning and civil engineering services for design of new fuel farm facility.

PROJECT OVERVIEW DESCRIPTION

See *Exhibit A* for detailed scope of services.

COMPENSATION FOR SERVICES

The County of Sonoma shall compensate Mead & Hunt, Inc. for services and associated expenses, provided under this Task Order #19 a lump sum total of **TWO HUNDRED ONE THOUSAND SEVEN HUNDRED FIFTY-NINE DOLLARS (\$201,759)** as stated in *Exhibit A* “*Compensation for Services*” section.

EXHIBIT 1 to TASK ORDER

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, 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 *Consultant* 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.

Owner will provide *Consultant* written notice that describes the nature of the breach and corrective actions the *Consultant* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Consultant* must correct the breach. Owner may proceed with termination of the contract if the *Consultant* fails to correct the breach by the deadline indicated in the Owner'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 Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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 Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in

the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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 Nondiscrimination Acts and Authorities 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 USC § 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 USC § 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 USC § 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 USC § 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 nondiscrimination 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 USC 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 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the

Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$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) of this clause, 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) of this clause, 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) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner 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 moneys 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) of this clause.

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 clause.

COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person

employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of

the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding.

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 the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality

other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration

may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

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.

DISADVANTAGED BUSINESS ENTERPRISES

The Charles M. Schulz - Sonoma County Airport is committed to providing equal opportunity for the socially and economically disadvantaged, minorities, women, and small businesses participating in contracting opportunities. Below are business enterprise programs that support small, minority-, and women-owned businesses.

The Charles M. Schulz - Sonoma County Airport receives federal assistance from the U.S. Department of Transportation, and as a condition of receiving funding, Sonoma County Airport has established a Disadvantaged Business Enterprise (DBE) Program in accordance with 49 Code of Federal Regulations (CFR) Part 26.

Sonoma County Airport’s overall triennial DBE participation goal for FFY 2022-2024 is 5.6%.

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 Department of Transportation-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 Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

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 15 days from the receipt of each payment the prime contractor receives from the Charles M. Schulz – Sonoma County Airport. The prime contractor agrees further to return retainage payments to each subcontractor within 15 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 Charles M. Schulz – Sonoma County Airport. This clause applies to both DBE and non-DBE subcontractors.

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 Federal Aviation Administration 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 subgrant.

In support of this initiative, the Owner 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 that 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 USC 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 identify, 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 it 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, 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 / Consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*Contractor / Consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

TRADE RESTRICTION CERTIFICATION

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

- 1) 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 (USTR);
- 2) 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 USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC 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 USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR 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 USTR, 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 (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

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, subgrants, 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. The

employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer 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). The employer 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.

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that 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 Consultant agrees to furnish the Owner 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.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (X) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have

lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner 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.

Owner 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.

Owner 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.

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

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 Owner:** The Owner 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 Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 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 Owner 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. Owner 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.

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

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
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, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner 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 Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner 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. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

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 USC 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.

DOMESTIC PREFERENCE

(per Addendum 2, executed November 8, 2024)

Consultant certifies by signing this Task Order that, to the greatest extent practicable, the Consultant has provided or will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

EXHIBIT 2 to TASK ORDER

[.] Prevailing Wages

[.1] General. Consultant shall pay to persons performing _____ hereunder an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Consultant shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed. Copies of the prevailing wage rate of per diem wages are on file at the _____ [County Department] and will be made available to any person upon request.

[.2] Subcontracts. Consultant shall insert in every subcontract or other arrangement which Consultant may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Consultant shall provide to each Subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

[.3] Compliance Monitoring and Registration: This work specified above is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code 1771.4 (a)(3)). Consultant and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.

[.4] Compliance With Law. In addition to the above, Consultant stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1725.5, 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, et seq.

CONSULTANT: MEAD & HUNT, INC.

By: _____

Name: Jeff Leonard

Title: Vice President

Date: _____

COUNTY: COUNTY OF SONOMA
CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
Department Head or Designee

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

By: _____
Department Head

Date: _____

CHARLES M. SCHULZ– SONOMA COUNTY AIRPORT (STS)

TASK ORDER No. 19 (2022 MSA)

Fuel Farm Facility, Phase 1, Preliminary Concept Budget Report

Scope of Services

November 20, 2024

Revised April 30, 2025

PROJECT DESCRIPTION

This scope of services details the Engineering and Planning consulting services to be provided by Mead & Hunt, Inc. (CONSULTANT) to the County of Sonoma (COUNTY) for the development of a Preliminary Concept Budget Report (Project or CBR) for the design of a new Fuel Farm Facility at the Charles M Schulz-Sonoma County Airport (Airport). This CBR will also aid the COUNTY and the COUNTY's environmental consulting firm RS&H with the development of their environmental documentation, which will be required before the engineering design phase of the Fuel Farm project.

Background

The Airport is seeking to analyze the conceptual layout of a joint-use, new fuel farm facility that could be shared by the various Fixed Based Operators (FBOs) to support their aircraft fueling needs. The preliminary fuel farm capacity would be to provide fuel storage in the range of 200,000-250,000 gallons, which would include considerations for Jet A, General Aviation Fuel (AVGAS), and Sustainable Alternative Fuels (SAF). The preferred location would be in the unimproved area of the Airport at the southeast parcel of North Laughlin Road and Becker Boulevard (approximate 2.75 acres), as illustrated on the attached *Exhibit B*.

Scope Elements

Preliminary conceptual planning and civil engineering alternatives will be developed, using available existing site data, and identifying additional data collection needed for future design. This scope includes coordinating the planning and engineering design data and limitations with support from Argus, an experienced fuel farm consulting firm. The CONSULTANT's team will prepare data that addresses the following:

- 1) Analysis of existing topographical survey information, supported by additional topographic survey(s)
- 2) Analysis of existing geotechnical soil investigations to provide preliminary pavement and fuel farm foundation/structural design concepts
- 3) Analysis of current and future fuel capacity demands (with option(s) for future expansion)
- 4) Identify up to two (2) potential sites for the fuel farm facility
- 5) Preliminary layout of fuel tanks and equipment
- 6) General basis of design and description of proposed fuel farm components and operations
- 7) Truck routing for fuel delivery and access for airport/FBO fuel trucks
- 8) Sonoma County and federal code compliance requirements (NFPA, IFC, NEC, FAA Circulars, etc.)
- 9) Schedule for environmental considerations, final design, permitting, and construction
- 10) Identify existing water, sewer, gas, telecom, and electric utility infrastructure in proximity to new fuel farm site that require data collection

- 11) Storm water treatment and detention to evaluate alternatives to offset and treat additional runoff generated from the increase in impervious areas to meet Regional Waterboard requirements
- 12) Estimate of probable construction costs

The CBR analyses will be limited to the preferred fuel farm facility location shown on *Exhibit B*. An additional site may be identified for consideration, but topographic survey for identification of existing features is not included in this scope. The conceptual planning level analyses for the preferred location is identified under Phases 2 through 6 of this scope.

Project Team

The CONSULTANT will assign a Project Manager (PM) to this Project to monitor continuity through the CBR process, as described in this scope. The PM will be responsible for work performed by the CONSULTANT team.

The CONSULTANT team will also consist of planners, civil engineers, designers, and administrative staff as needed to perform the tasks in this scope of work.

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

- 1) Brelje and Race Consulting Engineers (B&R): B&R will perform topographic surveying services.
- 2) Argus: Argus will perform fuel farm capacity demands analysis, fueling design code analysis, facility equipment layout, equipment basis of design, preliminary foundation/structural design, and fuel truck access routing.

CONCEPT BUDGET REPORT SCOPE OF SERVICES

This scope of services is defined in the following phases:

- Phase 1 – Project Management and Coordination
- Phase 2 – Data Collection and Review
- Phase 3 – Conceptual Site Layout and Design Considerations
- Phase 4 – Concept Report Preparation

PHASE 1 PROJECT MANAGEMENT AND COORDINATION

CONSULTANT will provide general administration during the data collection and preparation as applicable. CONSULTANT will assign a Project Manager (PM) to this Project to monitor continuity through the phases of work and between the planning and engineering efforts. The PM will be responsible for work performed by the CONSULTANT's team, which will include but not be limited to the Senior Associate, Project Manager (PM), Senior Planner, Engineer III, Technician III, Administration Assistant, and subconsultants (B&R and Argus). The tasks will include, but not be limited to, the following:

- Define tasks, schedules, and costs
- Monitor work progress and address issues or problems that may arise during design
- Maintain up-to-date schedules

- Coordinate with the Airport to receive their input, address their concerns, keep them informed regarding status, obtain their concurrence on scope, cost, and schedule; and obtain their input and approval of concepts
- Maintain quality control on work of the CONSULTANT; CONSULTANT will implement and monitor an internal program of Quality Control (QC) and Quality Assurance (QA)
- Prepare invoices to submit to the COUNTY in accordance with the COUNTY's standard invoice requirements

The services proposed to be provided by CONSULTANT are described in more detail in the following phases and tasks:

1.1. PROJECT MANAGEMENT AND COORDINATION

1.1.1. Prepare Contract and Project Setup

The PM and administrative staff will prepare the contract between the CONSULTANT and the COUNTY. Administrative staff will also setup the internal Project database for finance tracking, and internal Project directory for saving design files.

1.1.2. Prepare Project Management Plan

The PM will prepare a Project Management Plan (PMP) that will address the following Project elements: Vision and Objectives, Project Team Roles and Responsibilities, Document Distribution Plan, Communications Plan, Quality Control Plan, and Change Management Plan. The PM will use the PMP as a tracking tool for the various elements throughout the Project. This will benefit the COUNTY by keeping the Project on track and providing transparency with the CONSULTANT's internal process.

1.1.3. Prepare Schedule

The PM will prepare a Project schedule upon receiving the Notice to Proceed (NTP) from the COUNTY. This schedule will be updated throughout the Project, as necessary based on review times by the COUNTY and FAA.

1.1.4. Coordinate Internal Team

The PM will assign a design team to the Project. Once a design team is established, the PM will implement a task coordination program to assign specific responsibilities to team members. Throughout the Project, the PM will coordinate and monitor internal work progress.

1.1.5. Coordinate Subconsultants

The PM will prepare subcontracts / work orders for the subconsultants employed by CONSULTANT for the Project upon receiving the NTP from the COUNTY. Once subcontracts / work orders are executed, the PM will coordinate and monitor subconsultant work efforts and progress.

1.1.6. Quality Control Program

The PM will implement a quality control (QC) program. As part of this program, the PM will assign both QC and quality assurance (QA) team members to the Project. The PM will prepare a detailed QC checklist that will be shared with the internal design team and

reviewed by the PM at each Project phase. The design team will also maintain a design log to track design decisions throughout the Project that can be reviewed internally.

The PM and assigned Senior Associate QC team member will regularly review work performed by the design team. Prior to finalizing the draft and final Project submittals, the assigned QA team members will review draft versions of the documents to be submitted.

1.1.7. Prepare Invoices

The PM will maintain a Project budget spreadsheet to track costs on a monthly basis. At the beginning of each month, the PM will review accrued costs from the previous month and work with accounting staff to prepare invoices for the COUNTY. The invoices will be submitted in accordance with the COUNTY's standard invoice requirements. The invoices will include detailed cost breakdowns referencing the items in this scope of work and indicate percent complete for each item. The PM will also review subconsultant invoices. It is anticipated that six (6) invoices will be prepared throughout the Project.

1.2. PROJECT MEETINGS AND COMMUNICATION

CONSULTANT will coordinate with the COUNTY, Airport, and COUNTY's environmental subconsultant, to complete the work, as needed. In addition to frequent calls, as detailed in this scope, monthly progress meetings will be held with the design team and COUNTY. This will include but not be limited to the engineering, planning, and subconsultant teams attending the meetings via teleconference and in-person as defined.

1.2.1 Internal Project Kickoff Meeting

The PM will prepare for and conduct a meeting with the internal design team to present the Project, including but not limited to team member assignments, Project budget, design schedule, major Project elements, and internal protocol. Up to seven (7) members from CONSULTANT Team will attend (including two members from subconsultant Argus).

1.2.2 Project Kickoff Meeting with COUNTY

The CONSULTANT will prepare for and participate in a programming meeting with the COUNTY to determine the Project concept including but not limited to introductions, PMP, Project schedule, and major Project elements. Up to five (5) members from CONSULTANT team will attend (anticipated to consist of PM, Senior Associate, Engineer III, and two representatives from Argus). The meeting is anticipated to be held at the Airport. The CONSULTANT will prepare an agenda to support the meeting, as well as exhibits, as necessary. CONSULTANT team will collaborate to create meeting minutes and distribute via email to all that attended the meeting.

1.2.3 Internal Consultant Team Meetings

Bi-weekly progress and coordination meetings will be held with the Consultant's internal team during active design periods. Estimate ten (10) virtual meetings.

1.2.4 Monthly Progress Meetings with COUNTY

The CONSULTANT will conduct monthly meetings with the COUNTY to discuss the Project schedule, work progress, and coordination items. Up to five (5) members from CONSULTANT team will attend each meeting (anticipated to consist of PM, Senior

Associate, Engineer III and Argus). Up to five (5) meetings are anticipated throughout the Project. The meetings are anticipated to be held virtually.

1.2.5 General Communication with COUNTY

The CONSULTANT will communicate with the COUNTY throughout Phase 1 as needed via phone calls or email in addition to the meetings listed herein.

1.3. GRANT APPLICATION AND ADMINISTRATION - NOT IN CONTRACT (NIC)

Grant Application is not anticipated for the Project during development of CBR.

PHASE 1 DELIVERABLES

- 1) Draft Scope of Services – Electronic Copy
- 2) Final Scope of Services – Electronic Copy
- 3) Executed Contract – Electronic Copy
- 4) Kickoff Meeting Minutes – Electronic Copy
- 5) Progress Meeting Minutes – Electronic Copy

PHASE 2 DATA COLLECTION AND REVIEW

2.1. EXISTING GEOTECHNICAL EVALUATION

CONSULTANT will perform a desktop review of existing geotechnical information developed for previous projects to understand the typical subsurface soils expected in the area of the fuel farm facility.

2.2. TOPOGRAPHICAL SURVEYING

2.2.1 Coordination to Collect Existing Data and Locate Existing Facilities and Utilities

CONSULTANT will coordinate the collection of existing data and locate known utilities. This task includes collection and review of as-built plans and available existing survey information to gather information on existing topography, facilities, and utilities. The CONSULTANT will coordinate with field survey crews to establish survey limits, coordinate access, establish survey schedule, and provide available survey control information.

2.2.2 Coordination Survey Control

Survey control will be established and used for design surveys. The CONSULTANT will provide a drawing showing the location of the existing or established control for the Project. The CONSULTANT will coordinate necessary bench loop and traverse procedures to verify accuracy of vertical and horizontal control points.

2.2.3 Field Work (subconsultant Brelje & Race)

The survey field work will be coordinated and performed by Brelje & Race, as a subconsultant to Mead & Hunt. A representative of Brelje & Race shall be badged as part of this Project, but escorting is not anticipated due to location of the proposed site identified in *Exhibit B*. Work includes the following:

- a. Design Topographic Survey. Brelje & Race will complete necessary coordination for survey crew prior to the start of work. Conduct field surveys supporting office calculations and drafting to create design level topographic survey for the designated areas. Badging not anticipated due to work area outside Airport Operations Area (AOA), Airport escort may be necessary for tie-in to existing control points within AOA.
- b. Coordinate necessary bench loop and traverse procedures to verify accuracy of vertical and horizontal control points
- c. Tie topographic survey to California State Plane Coordinate System, including tying into existing Airport control points
- d. Survey ground elevations on a 50-foot grid
- e. Survey identifiable flow lines, grade brakes, top of bank points, pavement joins, and markings
- f. Survey location and invert and top elevations of all pull boxes, catch basins, fencing, and other structures/utilities within the survey limits. Note description and contents if possible
- g. Survey any encountered overhead or underground utilities, and structures
- h. Provide 3D digital terrain model and line work for all surveyed features compatible with AutoCAD Civil3D 2022 or previous versions
- i. Provide electronic copies of topographic survey stamped and sealed by a Professional Licensed Surveyor

2.2.4 Convert Survey Data for Design Software

This task includes analyzing the topographical surveying data and preparing the data for use with computer modeling. Included are the following efforts:

- a. Establish design coordinates and alignments to be used for CAD drawings
- b. Input raw survey data into the computer program to sort data into company standard layers for efficient analyzing
- c. Verify survey data from previous project with latest field survey and walk site with base mapping
- d. Sort all data points by layers and description for computer modeling
- e. Verify surveyor horizontal and vertical control
- f. Prepare digital terrain model (DTM) of existing ground contours, pavement edges, taxilanes, electrical equipment, drainage features, buildings, fences, and other miscellaneous entities
- g. Generate three-dimensional contour model from the DTM
- h. Prepare and process data for pavement profiles, grading and/or paving cross sections, and drainage features

2.3. FUEL CAPACITY AND FLOWAGE ANALYSIS AND FBO CONSULTATIONS

Based on historic records of the fuel flowage volumes provided by the COUNTY (and FBOs), CONSULTANT team will analyze and provide recommended fuel farm storage volumes to meet current needs. After analysis of historic information, CONSULTANT team will coordinate virtual meetings with each of the FBOs that provide fuel services, including Airport staff, to understand the future demand expectations based on aircraft operation forecasts. Up to five (5) members from CONSULTANT team will attend each meeting (anticipated to consist of PM, Senior Associate, and Argus. Up to four (4) virtual meetings are anticipated. Initial analysis of recommended fuel storage capacity recommendations will be provided to the COUNTY in a letter report.

PHASE 2 DELIVERABLES

Prior to the completion of Phase 2, the CONSULTANT will deliver the following to the COUNTY:

- 1) Initial Analysis and Recommended Fuel Storage Report – Electronic file (PDF)
- 2) Meeting Minutes – Electronic file (PDF)

PHASE 3 CONCEPTUAL SITE LAYOUT AND DESIGN CONSIDERATIONS

3.1. CONCEPTUAL SITE LAYOUT AND GEOMETRIC DESIGN

The Consultant Team will prepare a conceptual site layout for the fuel farm facility, including ingress and egress routes. The conceptual site layout will include incorporation into the Airport Operations Area and adjacent COUNTY streets. The review will focus on the following elements:

- a. Fuel truck delivery and airside fuel truck unloading, loading, ingress and egress
- b. Layout of fuel tanks, pads, and equipment
- c. Perimeter fence improvements
- d. Pavement marking improvements

In addition to the layout shown on the ALP, the CONSULTANT will prepare up to three (3) layout alternatives.

3.1.1. Conceptual Pavement Evaluation

The CONSULTANT team will assemble fleet mix assumptions based on anticipated truck frequencies to the fuel farm facility. Based on this data, the CONSULTANT will develop a planning-level fleet mix. The CONSULTANT will also perform a planning-level pavement evaluation using FAARFIELD 2.1 for pavement design based on the FAA Advisory Circular 150/5320-6G, *Airport Pavement Design and Evaluation*. The subgrade strength will be assumed based on previous geotechnical reports at the Airport.

3.1.2. Conceptual Surface Grading Analysis

The CONSULTANT will perform a planning-level surface grading evaluation. The CONSULTANT will create a Digital Terrain Model (DTM) using AutoCAD Civil 3D. The DTM will be created using primarily Civil 3D feature lines. Approximate fuel farm pad elevations will be developed.

3.1.3. Conceptual Storm Drainage and Storm Water Treatment Analysis

The CONSULTANT will perform a planning-level storm drain evaluation. The CONSULTANT will review the proposed fuel farm facility and compare with current site conditions and FAA standards to develop a conceptual design for updates to the storm drain system. This effort will consist of approximating catchment areas based on the grading evaluation, estimating proposed storm drain infrastructure locations, and evaluating tie-in locations to existing infrastructure. Invert elevations will be approximated based on topographic and aerial surveys at the Airport available to the CONSULTANT and additional topographic survey performed as part of the Project.

The CONSULTANT will also identify any underground utilities in the Project-area and evaluate options to mitigate conflicts with proposed storm water infrastructure. The CONSULTANT will estimate depth of excavation for installation of underground utilities.

The CONSULTANT will perform a planning-level evaluation of local stormwater quality regulations and develop a concept design for a storm water treatment system. Based on recent projects, it is anticipated that a storm water treatment system with underground storage capacity will likely be needed to meet local waterboard regulations.

3.1.4. Utility Connections for Improvements

The CONSULTANT Team will review and analyze existing utilities in the area to support the proposed fuel farm facility including, sanitary sewer, electric communication, natural gas, and water services and the ability for connections to serve the Project.

3.1.5. Estimate of Probable Construction Costs

a. Calculate Estimated Quantities.

The CONSULTANT will calculate necessary quantities for the various work items. Quantities will be consistent with assumed standard specifications and acceptable quantity calculation practices.

b. Prepare Cost Estimate

The CONSULTANT will provide a preliminary estimate of probable construction costs based on record cost data and similar work.

3.2. ASSEMBLY OF CODE COMPLIANCE REQUIREMENTS

The CONSULTANT team will detail the various local, county, state and federal codes for which the Project will be required to meet in order to obtain necessary permits by the Authority Having Jurisdiction (AHJ).

3.3. ENVIRONMENTAL CONSIDERATIONS AND COORDINATION BASED ON PHASING

The CONSULTANT will perform a planning-level phasing evaluation. This effort will consist of estimating construction durations based on quantities and production rates, estimating construction start date, estimating duration of anticipated construction operational phases (construction operations to include: demolition, site preparation, trenching, pavement construction), estimating approximate quantity of hauling trips needed, verifying staging area and haul routes, providing a list of anticipated construction equipment, and determining approximate volume of fill material for the site and wetland areas specifically, and volume of spoils to be borrowed, placed on-site, or hauled off-site. Based on proposed project needs, CONSULTANT Team will coordinate with

COUNTY's environmental consultant to document anticipated NEPA and CEQA needs for the Project.

3.3.1. Preliminary Program Schedule for Environmental Analysis, Final Design, Permitting, and Construction

The CONSULTANT Team will develop a preliminary schedule to detail the fuel farm facility program considering environmental, final design, permitting and construction timelines.

PHASE 4 PREPARE PRELIMINARY CONCEPT BUDGET REPORT

4.1. CONCEPT BUDGET REPORT

The CONSULTANT will prepare a Preliminary Concept Budget Report. The report will include, but not be limited to, the following elements not exceeding a 25% design level as detailed in Phase 3 tasks:

- Introduction
- Project background/purpose and need
- Airport operational safety (reference Federal Advisory Circular 150/5370-2G)
- Design geometrics
- Fuel Farm Facility considerations
- Pavement design analysis (reference Federal Advisory Circular 150/5320-6G).
- Drainage and storm water quality considerations.
- Pavement marking considerations.
- Environmental considerations.
- Design alternatives and recommendations.
- Programming construction cost estimates.
- Estimated program schedule.
- Exhibits will also be attached to the report as detailed in Task 4.2.

4.2. PREPARE PROJECT EXHIBITS

CONSULTANT will generate project exhibits to illustrate the conceptual design. Information shown includes but is not limited to the following:

General:

- | | |
|-------|--------------------------------------|
| G-001 | Cover Sheet, Sheet Index and Symbols |
| G-002 | Legend and Abbreviations |
| G-021 | Project Layout Plan |

Civil:

- | | |
|-------|---|
| C-091 | Existing Contours |
| C-101 | Grading and Drainage Plan |
| C-401 | Proposed Site Utility Plan |
| C-410 | Proposed Fuel Farm Layout |
| C-441 | Proposed Storm Water and Water Treatment Plan |
| C-601 | Proposed Marking, Signage and Fence Plan |

4.3. PHASE 4 PROJECT MEETINGS

The CONSULTANT will arrange and lead the meeting during Phase 4, as described below. The CONSULTANT will produce drawings and handouts, as needed, to conduct each meeting and will prepare minutes to document the discussions.

4.3.1. Present Preliminary Conceptual Budget Report to Airport

The CONSULTANT will prepare for and conduct a meeting at the Airport to present the results of the conceptual design study and any recommendations for the Project. The PM, Senior Associate and Engineer III will attend in person and subconsultant Argus will attend virtually.

DELIVERABLES

- 1) Draft Preliminary Design Concept Budget Report – Electronic Submittal (PDF)
- 2) Draft Project Exhibits – Electronic Submittal (PDF)
- 3) Final Preliminary Design Concept Budget Report – Electronic Submittal (PDF)
- 4) Final Project Exhibits – Electronic Submittal (PDF)

SCHEDULE OF COMPLETION

- 1) The CONSULTANT will complete work under Phase 2 – Data Collection and Review within forty-five (45) calendar days from the date the COUNTY issues the Notice to Proceed with the work.
- 2) The CONSULTANT will complete the draft Concept and Budget Report submittal detailed in Phase 4 within ninety (90) calendar days after Phase 2 and prepare the final Concept Budget Report submittal within twenty (20) calendar days of receipt of COUNTY's review comments on the draft Concept and Budget Report.

SERVICES TO BE PROVIDED BY THE COUNTY

The COUNTY shall provide the following items:

1. Data to CONSULTANT, if needed, for information related to the Study. This will include providing any available topographic information for the Project site.
2. Historical information on fuel flowage volumes.
3. Review of draft documents from CONSULTANT within a reasonable amount of time.
4. Protection of digital information or data supplied by CONSULTANT, if any, from contamination, misuse, or changes.

SERVICES TO BE EXCLUDED

The COUNTY and CONSULTANT agree that the following items will be excluded from this scope. If these or any additional items are added to the CONSULTANT's scope of work, they will be considered extra services and require a negotiated fee and an Amendment to the contract.

1. Topographic survey beyond the initial site identified in *Exhibit B*.
2. Geotechnical investigation.

3. AOA badging of CONSULTANT team due to work area limits.
4. Engineering design services beyond planning-level evaluations as described herein.
5. Environmental and cultural services, except as detailed in this scope.
6. Preparation of Spill Prevention, Control, and Countermeasure (SPCC) plan will be developed as part of the final design under a separate contract.

COMPENSATION FOR SERVICES

- 1) Payment for the work outlined in this Scope of Services shall be made on a **lump sum** basis in the amount of **Two Hundred One Thousand Seven Hundred Fifty-nine Dollars (\$201,759)**. This fee shall include labor, materials, expenses, and incidentals necessary to complete the work as described herein. A Cost Estimate is included as *Exhibit C* to this scope. Payments will be made monthly based on the percentage of work complete.
- 2) Payment for any additional services (extra services) requested by the COUNTY will be performed on a time-and-expense basis in conformance with the Mead & Hunt, Inc. Standard Billing Rate Schedule, effective January 1, 2025, included as *Exhibit D*. The CONSULTANT will establish the budget prior to starting any additional services and may not exceed the budget without written authorization from the COUNTY. Any additional services must be authorized in writing by the COUNTY.

End of Scope

Prepared and submitted by,

MEAD & HUNT, Inc.

Alex Radovanovich, PE
Project Manager

Exhibits:

Exhibit B – Project Graphic

Exhibit C – Cost Estimate

Exhibit D – Mead & Hunt, Inc. Standard Billing Rate Schedule (2025)