

SONOMA COUNTY – CHARLES M. SCHULZ AIRPORT
TASK ORDER #22
TERMINAL APRON RECONSTRUCTION, PHASE 2
ENGINEER OF RECORD (EOR) AND POST CONSTRUCTION SERVICES

August 20, 2025

OVERVIEW

Effective December 6, 2022, MEAD & HUNT, INC. (“Consultant”) and the County of Sonoma (“Owner”) entered into an Agreement for **Standard Professional Services Agreement** (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 #22**” is entered into between County and Consultant pursuant to the Master Agreement for Consultant to provide Engineering Design Services for the **Drainage Master Plan Study Project** at the Charles M. Schulz-Sonoma County Airport (Airport) in Santa Rosa, California. The terms of the Master Agreement shall control all work performed hereunder.

This document includes *Exhibit A*, which describes the work to be provided by Consultant for the **Drainage Master Plan Study** (Project) to be performed at / for the Charles M. Schulz-Sonoma County Airport, under this Task Order #22.

SUMMARY OF SERVICES

The following summarizes the services that may be provided by the Consultant under this Task Order #22:

- 1) Identification of surface ponding areas within runway and taxiway safety areas.
- 2) Limited topographic survey of areas outside of previous survey limits
- 3) Condition and camera/video analysis coordination with BKF based on the existing storm drainage systems within the Airport property limits (BKF will be contract directly with the OWNER).
- 4) Environmental inventory coordination with RS&H (RS&H will be contracted directly with the OWNER).
- 5) Desktop review of previous geotechnical reports
- 6) Drainage system inventory review
- 7) Hydrologic and hydraulic analysis
- 8) Regulatory agency coordination
- 9) Conceptual designs to guide the stormwater infrastructure improvements
- 10) Project cost estimates for proposed stormwater infrastructure improvements

See Task Order #22 *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 #22, **on a TIME and EXPENSE basis for a not-to-exceed amount of EIGHT HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$855,000)** in accordance with the Consultant's fees included as *Exhibit A, Attachment 1, "Mead & Hunt, Inc. Billing Rate Schedule for STS Drainage Master Plan Study."* The fees as stated shall not be exceeded without the prior written authorization from the County.

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 to MSA)

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 #22

[.] 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: Jeff Leonard

Name: Jeffrey T. Leonard, PE

Title: Vice President

Date: August 20, 2025

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. 22 (2022 MSA)****Airport Drainage Master Plan Study****Scope of Services****August 20, 2025****PROJECT DESCRIPTION**

This Scope of Services details the engineering design and analysis services to be provided by MEAD & HUNT, INC. (CONSULTANT), for the Airport Drainage Master Plan Study (STUDY) at the Charles M. Schulz-Sonoma County Airport (Airport) for the County of Sonoma (OWNER). The STUDY will assist with establishing project improvement and timelines with input from the OWNER'S environmental consulting firm (RS&H) to support environmental documentation, which will be required before the detailed engineering design phase can commence.

Background

The FAA Part 139 inspection report, prepared in February 2025 (report section 6.139.309B2 – Operations: Safety Areas), identified potential areas within the runway and taxiway safety areas that did not appear to drain adequately to meet FAA AC 150/5320-5D, *Airport Drainage Design*. The drainage concerns identified could be attributed to lack of positive surface grades and/or the capacity of the existing storm drainage systems. As a result of the FAA report, the OWNER has proactively commenced with an inventory and study of existing storm drainage systems analysis, which is currently being performed by BKF Engineers (BKF) under a separate contract with the OWNER (referred to as Existing Storm Drainage Inventory (BKF)). The inventory included review of record drawings available for known storm drainage systems as well as field verification and topographic surveys to provide storm drainage pipe sizes and inverts as well as structure locations with rim and invert elevations.

The STUDY will encompass an airport-wide drainage study to evaluate existing drainage conditions and proposed drainage improvements associated with the Airport's Capital Improvement Program (ACIP) for projects described below within the Airport Operations Area (AOA). The OWNER will contract separately with RS&H for environmental assessments/evaluations and BKF for camera/televising the existing storm drain network related to and potentially affecting the outcome of this STUDY. This Scope includes coordination with RS&H and BKF on inputs needed for the STUDY.

Near Term Planned Projects

Current near-term projects (projects within five years) that are underway or programmed to be under by September 1, 2025, include the following list below with CONSULTANT's understanding if projects will be included in the current STUDY analysis:

- 1) Runway 14/32 Project Improvements – Preliminary Design Concept Report underway for FAA concurrence prior to final design. The STUDY will take into account future runway grades for subsequent project improvements relating to the Runway Safety Area (RSA) as well as future taxiway connector configurations and Taxiway Safety Area (TSA grades) between Runway 14/32 and Taxiways A and Z.

- 2) Airfield Rescue and Fire Fighting (ARFF) Improvements – Concept Budget Report underway and expected to be finalized in fall of 2025. The STUDY will include as future project but is not expected to impact the overall drainage patterns of the Airport or increase impervious area.
- 3) Air Traffic Control Tower (ATCT) Improvements – Siting study underway and expected to be finalized in fall of 2025. The STUDY will include as future project but is not expected to impact the overall drainage patterns of the Airport or increase impervious area.
- 4) New Helicopter Parking Apron – Project design currently underway for new helicopter parking area located in the infield in the vicinity of Apron E, Taxiway R Taxiway Q, and the vehicle service road. The STUDY will take into account future drainage system impacts. Refer to Figure 1.

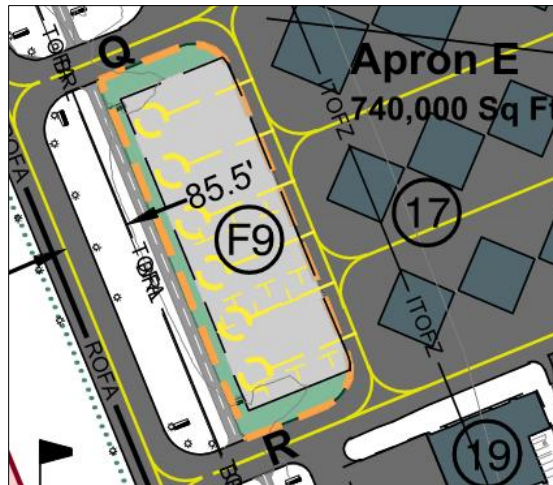


Figure 1 – Proposed Helicopter Parking Area

- 5) Landside Access Roads and Rental Car Facility Improvements – Project design for access roads (and sidewalk) improvements currently underway in parallel with program for rental car facility and parking lot improvements which will be procured under a future progressive design/build delivery method. The STUDY will not include these improvements due to location being outside the AOA. Separate contract(s) will be prepared for drainage analysis and impacts.
- 6) New Remain Overnight (RON) Apron – Contract is pending for the STUDY to define the project environmental efforts which will include a new apron and Taxiway Z extension in the un-paved area between Taxiways A, J, K, and the CalFire hardstands. The STUDY will take into account future drainage system impacts. Refer to Figure 2.

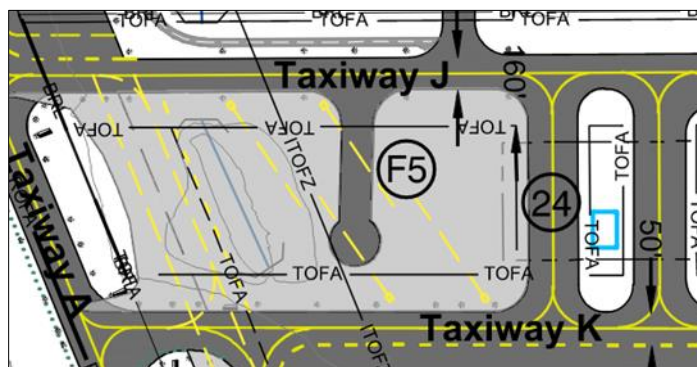


Figure 2 – Proposed RON Apron

- 7) Terminal Apron Reconstruction – Ultimate design is complete and phased construction is underway for the expansion and reconstruction of the terminal apron which included drainage design and low impact development (LID) components. The STUDY will incorporate the design parameters and infrastructure developments in the STUDY.
- 8) New Fuel Farm improvements – Concept design services expected to commence in October of 2025 for the fuel farm improvements located at the corner of Becker Blvd and North Laughlin Road (triangular parcel to the southwest of the intersection). This project will likely expand the Airport Operations Area (AOA) and will be included in the STUDY for future drainage impact considerations.
- 9) The OWNER is underway with a Compost Facility at south and west of Runway 2 end. The STUDY will not include these improvements being performed by others.

Long Term Planned Projects

Current long-term projects (projects beyond 5 years and within 15 years) that are programmed include the following list below with CONSULTANT's understanding if projects will be included in the STUDY analysis:

- 1) Relocation and extension of Runway 20 end, include parallel taxiway and taxiway connector reconfiguration(s) in accordance with the Airport Layout Plan (ALP), dated November 2022. The project will impact existing drainage catchment areas as well as potential increase impervious areas. The STUDY will incorporate the design parameters and infrastructure developments in the STUDY. Refer to Figure 3.



Figure 3 – Proposed Runway 20 End Relocation and Extension

- 2) Proposed General Aviation (GA) Development – Box Hangars. Proposed box hangar development is proposed at the south-central part of the airport south of Apron F and adjacent to Laughlin Road. The project will impact existing drainage catchment areas as well as increase impervious areas. The STUDY will incorporate the design parameters and infrastructure developments in the STUDY. Refer to Figure 4.

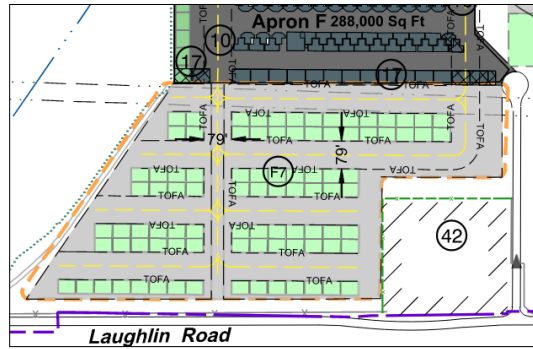


Figure 4 – Proposed GA Development – Box Hangars

- 3) Proposed General Aviation (GA) Development – Corporate Hangars. Proposed corporate hangar development is proposed in the southern part of the airport south of Taxiway E and east of Apron F. The project will impact existing drainage catchment areas as well as increase impervious areas. The STUDY will incorporate the design parameters and infrastructure developments in the STUDY. Refer to Figure 5.

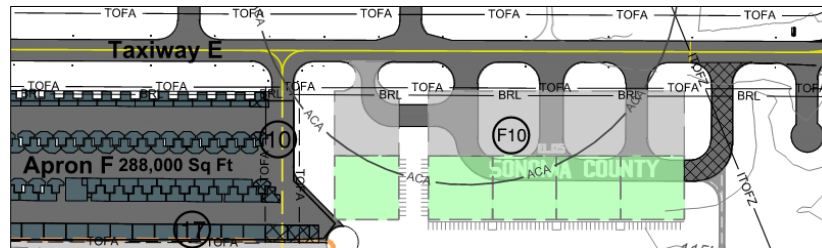


Figure 5 – Proposed GA Development – Corporate Hangars

Reference Documents the CONSULTANT will utilize for the STUDY:

- 1) Previous geotechnical reports prepared for projects throughout the Airport - multiple reports prepared by Bauer and Associates through contracts with CONSULTANT (dates vary)
- 2) Existing Storm Drainage Inventory, prepared by BKF (August 18, 2025)
- 3) Wetland and Protected Species Delineation Mapping, prepared by LSA
- 4) Topographic Survey files prepared for projects throughout the Airport - multiple surveys prepared by Brelje and Race Consulting Engineers through contracts with CONSULTANT (dates vary)
- 5) Runway Safety Improvements Project Drainage Report – prepared by Brelje and Race Consulting Engineers, dated January 4, 2013
- 6) Charles M. Schulz – Sonoma County Airport Storm Water Pollution Prevention Plan (SWPPP)

MEAD & HUNT, INC. is the prime consultant and is hereinafter referred to as “CONSULTANT.” This Scope of Services was developed by the CONSULTANT with input from the OWNER, FAA, and County of Sonoma regulatory agencies.

PROJECT ELEMENTS

The PROJECT will include the following elements:

- 1) Identification of surface ponding areas within runway and taxiway safety areas.
- 2) Limited topographic survey of areas outside of previous survey limits

- 3) Condition and camera/video analysis coordination with BKF based on the existing storm drainage systems within the Airport property limits (BKF will be contract directly with the OWNER).
- 4) Environmental inventory coordination with RS&H (RS&H will be contracted directly with the OWNER).
- 5) Desktop review of previous geotechnical reports
- 6) Drainage system inventory review
- 7) Hydrologic and hydraulic analysis
- 8) Regulatory agency coordination
- 9) Conceptual designs to guide the stormwater infrastructure improvements
- 10) Project cost estimates for proposed stormwater infrastructure improvements

The contents of the STUDY will include the presentation of drainage design criteria, description of existing site conditions and drainage areas, existing conditions hydrologic and hydraulic modeling, proposed conditions hydrologic and hydraulic modeling, evaluation of proposed stormwater infrastructure improvements, and associated cost estimates. Exhibits will depict the existing and proposed site conditions including conceptual level stormwater infrastructure improvements to comply with the design criteria.

The STUDY will be analyzed in accordance with FAA standards, specifically AC 150/5320-5D, *Airport Drainage Design* and AC 150/5200-33 – *Hazardous Wildlife Attractants at or Near Airports* in addition to the requirements of Sonoma County Public Infrastructure, the City of Santa Rosa Stormwater Low Impact Development Technical Design Manual (Santa Rosa LID 2017), and guidance by the North Coast Regional Water Quality Control Board (NCRWQCB) which are referred to in the STUDY as the regulatory agencies.

The STUDY, as described above, may be funded (or requested for reimbursement in the future) by the FAA and is subject to compliance with FAA regulations and standards. The STUDY will be developed and sealed by a California Licensed Professional Engineer.

PROJECT TEAM

The CONSULTANT will assign a Project Manager (PM) to this STUDY to monitor continuity through each task, as described in this scope. The PM will be responsible for work performed by the CONSULTANT team. Specific project management tasks are detailed within each task.

The CONSULTANT team will consist of civil engineers, drainage engineers, designers, administrative staff, and sub-consultants.

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

- 1) Brelje and Race (BR): BR will perform topographic surveys and hydrologic and hydraulic analysis (Engineer of Record), and regulatory agency coordination.

Summary of Project Staffing Roles and Responsibilities

This Scope of Services will be completed with the following staff members. The typical roles and responsibilities are as follows. Staff will be utilized as appropriate for the work to be performed:

- 1) Senior Associate – Contracting, general project coordination, staffing/resource allocation, quality control (QC) reviews.
- 2) Senior Project Engineer (Project Manager) – General project coordination; drainage and grading preliminary design review; quality assurance (QA) reviews; attend internal design meetings.

- 3) Project Engineer – General project coordination, QC/QA, attend internal design meetings.
- 4) Engineer III – Lead AutoCAD Civil 3D surface grading design, support drainage analysis, support plan and detail development, attend internal design meetings.
- 5) Engineer I – Project design assistance, support plan and detail development, quantity tracking and monitoring, attend internal design meetings.
- 6) Project Assistant III – Project invoicing, document editing, proofing, formatting, production, filing, and printing, attend internal coordination meetings.

SCOPE OF SERVICES

The CONSULTANT's scope of work for the PROJECT will be tracked as follows:

- Task 1: Existing Conditions Assessment
- Task 2: Proposed Conditions Assessment
- Task 3: Airport Plan and Report

All tasks defined in this Scope of Services shall be performed in accordance with the terms and conditions of the *AGREEMENT FOR PROFESSIONAL SERVICES dated December 6, 2022* between the OWNER and the CONSULTANT.

CONSULTANT will provide the services described in the following tasks.

TASK 1 EXISTING CONDITIONS ASSESSMENT

This phase involves those activities required to establish the basis of design; and to define the existing conditions including baseline data development, geotechnical desktop review, existing storm drain network survey, and environmental conditions assessments, and existing conditions hydrology and hydraulic model. The extents of these are identified in the Project Background section of this scope.

1.1 TASK 1 PROJECT MANAGEMENT AND COORDINATION

Project management tasks during Task 1 will consist of the following:

1.1.1 Prepare Contract and Project Setup

The PM and administrative staff will review and execute the contract between the CONSULTANT and the OWNER. The PM will establish a work breakdown structure to track task-level progress. Administrative staff will create the internal project database for finance tracking and internal project directory.

1.1.2 Prepare Project Management Plan

The PM will prepare a Project Management Plan (PMP) that will address the following project elements: Project Team Roles and Responsibilities, Document Distribution Plan, Communications Plan, Quality Control Milestone Summary, and Scope Change Management Plan. Project Management protocols will be provided to the OWNER for review and comment.

1.1.3 Prepare Schedule

The PM will prepare a design and bidding schedule upon receiving the Notice to Proceed (NTP) from the OWNER. This schedule will be updated as preliminary design progresses, adjusting for review times by the OWNER, and regulatory agencies.

1.1.4 Coordinate Internal Design 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 design, 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 OWNER. Once subcontracts/work orders are executed, the PM will coordinate subconsultant work efforts. The PM will coordinate with the OWNER for subconsultant field activities and monitor subconsultant work progress.

1.1.6 Quality Control Program

The PM will create and 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. The design team will maintain a design log to track design decisions throughout the PROJECT that can be reviewed internally. The PM will provide BR with the required processes and procedures for QC reviews.

1.1.7 Project Controls

The PM will maintain a project budget spreadsheet. 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 OWNER. The invoices will be submitted per the OWNER's standard invoice requirements. The invoice will reference the percent complete of each task based on the work breakdown structure and this scope. The PM will review subconsultant invoices. It is anticipated that five (5) invoices will be prepared during Task 1.

1.2 TASK 1 PROJECT MEETINGS AND COMMUNICATION

The CONSULTANT will participate in meetings and phone calls during Task 1. Meetings and communication items will be as follows:

1.2.1 Internal Project Kickoff Meeting

The PM will conduct a meeting, up to 90 minutes, with the internal design team (anticipated to consist of PM, Senior Associate, Project Engineer, Engineer III, and BR), to present the Project, including project budget, design schedule, major project elements, and internal protocol.

1.2.2 Project Kickoff Meeting with OWNER

The CONSULTANT will prepare for and conduct a meeting, up to two hours, with the OWNER and FAA to present the Project, including introductions, Project Management

Plan, design schedule, and major project elements. Up to five members from CONSULTANT team will attend (anticipated to consist of PM, Senior Associate, Project Engineer, Engineer III, and BR). The meeting is anticipated to be held at the Airport with the FAA in teleconference. The CONSULTANT will prepare an agenda and exhibits to support the meeting. CONSULTANT team will collaborate to create meeting minutes and distribute via email to all that attended the meeting.

1.2.3 Site Investigation

The CONSULTANT will perform an initial site investigation to evaluate existing site conditions. Up to three members from CONSULTANT team will attend (anticipated to consist of PM, Project Engineer, and BR).

1.2.4 Monthly Internal Progress Meetings

The PM will conduct monthly meetings, up to one (1) hour, with the internal design team to discuss the project schedule and work progress. Up to four members from CONSULTANT team (anticipated to consist of PM, Project Engineer, Engineer III, and BR) will attend each meeting. Up to four (4) meetings are anticipated during Task 1.

1.2.5 Bi-Monthly Progress Meetings with OWNER

The CONSULTANT will conduct bi-monthly meetings, up to one (1) hour, with the OWNER to discuss the project schedule, work progress, and coordination items. Up to five members from CONSULTANT team will attend each meeting (anticipated to consist of PM, Senior Associate, Project Engineer, Engineer III, and BR). Up to two (2) meetings are anticipated during Task 1. The meetings will be held virtually. The CONSULTANT will provide an agenda and minutes for each meeting. Review of Basis of Design Development criteria discussion will be included in a bi-monthly meeting.

1.2.6 Present Existing Conditions Assessment Submittal to OWNER

The CONSULTANT will prepare for and conduct a meeting, up to two (2) hours, with the OWNER to present the existing conditions assessment submittal. Up to five members from CONSULTANT team will attend each meeting (anticipated to consist of PM, Senior Associate, Project Engineer, Engineer III, and BR). The meeting will be held in person. The CONSULTANT will prepare an agenda, exhibits and minutes to support the meeting.

1.2.7 Present Existing Conditions Assessment Submittal to Regulatory Agencies

The CONSULTANT will prepare for and conduct a meeting, up to one (1) hour, with the Regulatory Agencies and OWNER to present the preliminary design submittal. Up to five members from CONSULTANT team will attend (anticipated to consist of PM, Senior Associate, Project Engineer, Engineer III, and BR). The meeting will be held virtually. The CONSULTANT will prepare an agenda, exhibits and minutes to support the meeting.

1.2.8 General Communication with OWNER

The CONSULTANT will communicate with the OWNER throughout Task 1 via phone calls or email in addition to the meetings listed herein.

1.3 TOPOGRAPHIC SURVEYING

The CONSULTANT will subcontract with BR conduct a topographic survey of the project limits where existing survey is limited and needed to complete the STUDY analysis.

1.3.1 Coordination and File Preparation (CONSULTANT)

The CONSULTANT will coordinate the work efforts of BR and prepare files to facilitate the topographic survey. The work will include the following subtasks:

- a) CONSULTANT will coordinate with the OWNER and BR to determine a schedule for survey fieldwork and logistics of Airport access.

1.3.2 Field Work and Drawing Preparation (by subconsultant – Brelje & Race (BR))

Topographic Survey: Up to six (6) days of field survey work and associated office work for processing of survey field work has been included in the STUDY. Actual areas will be determined when the STUDY is underway where available data is limited.

- a) Under a separate contract between the OWNER and BKF, the survey of underground storm drain utilities is being performed and not part of this Contract. Rim elevation, pipe sizes, pipe type, direction, and invert elevations of each storm drain utility will be provided to the CONSULTANT for review prior to performing topographic survey under this contract.
- b) Provide 3D digital terrain model (DTM) and line work for surveyed features compatible with AutoCAD Civil 3D 2022 or previous versions.
- c) Upon CONSULTANT review, BR will provide a PDF of the final topographic survey stamped and sealed by a Professional Licensed Surveyor, along with a comma delimited file (*.csv) for all points surveyed and copy of field survey notes for utilities.

1.3.3 Convert Survey Data for CAD Software (CONSULTANT)

The CONSULTANT will analyze the topographical surveying data and prepare the data for use with computer modeling. Included are the following sub-tasks:

- a) The CONSULTANT will review the survey drawing provided by BR and compare it with prior survey drawings, the master base map, satellite imagery, and available site photos.
- b) The CONSULTANT will update the master base map drawing to replace existing line work with surveyed features. The master base map will then be the project base map to be depicted as existing conditions in the plans.
- c) The CONSULTANT will review the DTM provided by BR and check that the contours reflect the expected ground surface conditions. CONSULTANT will review survey point elevations at tie-in locations and confirm project limits.

1.4 GEOTECHNICAL INFORMATION DESKTOP REVIEW

The desktop review will include available soils maps in the area; recommendations regarding infiltration potential, preliminary design infiltration rates, and infiltration limited areas, construction considerations (such as shallow bedrock and/or groundwater) and other potential considerations with regard to site geology based on technical knowledge of the site. Previous reports will be used for determining assumptions for low-impact development modeling.

1.5 VIDEO/CAMERA ANALYSIS OF EXISTING STORM DRAIN SYSTEMS COORDINATION

Based on the existing storm drainage systems survey within the Airport property limits as identified in BKF report, dated August 18, 2025, under a separate Contract between the OWNER and BKF, BKF

will perform video and camera technologies (closed-circuit television (CCTV)) to analyze the condition of the existing storm drainage system including pipes and structures. Sections of pipe from structure to structure will be audibly and visually identified in the video using the same nomenclature as identified by BKF during the survey. Each video file will be labeled with the following information: Date, Project No., Locations and Types of Structures. The STUDY will include coordination with OWNER and BKF of the findings of the video/camera analysis to understand the condition of the existing storm drain network.

1.6 BASIS OF DESIGN DEVELOPMENT (by subconsultant – BR)

BR will identify the drainage design criteria based on a review of the code requirements as specified in FAA ACs and Regulatory Agency guidance. This will be summarized in a technical memorandum for review and acceptance from the OWNER and serve as the basis of design for the Plan.

1.7 BASELINE DATA DEVELOPMENT (by subconsultant – BR)

1.7.1 Existing Data Collection and Review

CONSULTANT will conduct a review of topographic survey data, as-built data, stormwater management plans and reports, and existing historical flood data (both numerical and empirical). STUDY assumes Sonoma County does not have a hydraulic and hydrologic model for CONSULTANT use. This task includes review of as-built plans and available existing survey information to gather information on existing topography, facilities, and utilities and define the limits of potential topographic survey limits and other areas of interest. CONSULTANT will review the limits with the OWNER for concurrence.

An overall analysis of the existing drainage system on the Airport (within the AOA) will be completed using the information obtained during the data collection phase. The existing conditions models will show the following:

- a) STUDY includes preparing an inventory of the existing storm drain network performed by BKF (CONSULTANT understands this was not included in BKF scope with the OWNER).
- b) Significant stormwater collection and conveyance systems on and tributary to Airport property. The off-Airport tributary portions will not be reviewed by the CONSULTANT as part of the STUDY and not changed with this analysis.
- c) A general overview of subbasin drainage areas that contribute to each significant outlet. This will be based on the surface characteristics, stormwater system information, and topographic contours obtained during investigation.
- d) Estimates of area subtotals, such as impervious pavement (concrete or asphalt), buildings, and grass infields that contribute to each outlet or part of the system.
- e) Runoff totals based on a design storm, total contributing areas, and differing impervious subtotals
- f) Existing drainage conditions will be determined using Autodesk Storm and Sanitary Analysis 2024.1 will be used for hydrologic and hydraulic analysis of existing system as it relates to:
 - 1) Existing system runoff
 - 2) Detention/Retention Standards

- 3) Peak Flow Characteristics
- 4) Existing system capacity

1.8 ENVIRONMENTAL CONDITIONS ASSESSMENT COORDINATION

The OWNER will contract separately with RS&H for environmental assessments related to this Project. The CONSULTANT will incorporate the recommendations provided by RS&H from their environmental constraints analysis, field verification of Potential Jurisdictional Waters and Endangered Plants, and Cultural and Historic Resource Inventory. It is assumed this will include up to four (4) one-hour virtual meetings attended by three (3) CONSULTANT team members (PM, Project Engineer, and BR).

1.9 EXISTING CONDITIONS HYDROLOGY AND HYDRAULIC MODELING (by subconsultant – BR)

1.9.1 Subbasin Delineations

BR will utilize the baseline data to delineate subbasins within the Airport. Baseline data will be complemented by existing topographic data and topographic surveys performed under the STUDY to provide adequate extents of the subbasin delineations and supplemented with the topographic survey data. The airport property will be subdivided with a focus on potential drainage improvement alternatives for ease of comparison to the proposed conditions model. Downstream drainage areas will be drawn to route flow to locations with historical flood depth and discharge data for model calibration. An existing model for current subbasin delineation is not available. When determined and analyzed, CONSULTANT and OWNER will review project parameters and confirm intent, expectations and budget analysis of the STUDY.

1.9.2 Model Parameters

BR will obtain applicable model parameters. Rainfall depth-duration-frequency data will be obtained from the NOAA Atlas 14 database for a 10-year rainfall event. Rainfall losses will be determined using the Autodesk Storm and Sanitary Analysis 2024.1 model along with soil data from the NRCS database and land use data developed from aerial imagery and field survey. Manning's roughness values will be determined from field survey, aerial imagery, and engineering judgment.

1.9.3 Model Development

BR will utilize Autodesk Storm and Sanitary Analysis 2024.1 for hydrologic analysis. Existing stormwater management features, such as open channels, stormwater system, will be incorporated into the existing conditions hydrologic model as routing elements based on available as-built data, design reports, and survey data. These stormwater management network elements will be incorporated into Autodesk Storm and Sanitary Analysis 2024.1 program producing a hydraulic model to assess existing system capacity. Assumptions will be documented as to intended design performance associated with these features. The developed existing conditions modeling will be calibrated utilizing the historic flood stage and discharge data provided by the OWNER.

1.9.4 Model Evaluations and Output

BR will evaluate areas of known flooding and areas demonstrating flooding in the existing conditions modeling and summarize potential causes. CONSULTANT Team will conduct a work session with the OWNER (via teleconference) to review the existing conditions findings. Areas of observed flooding in the modeling will be discussed with the OWNER for

validation based on historical observations. The existing conditions models will be finalized after input from the work session. The output from existing conditions modeling, including stormwater peak runoff rates, runoff volumes, runoff durations, runoff depths, and flooding extents, will be documented for comparison to the proposed conditions modeling and reporting in the STUDY.

1.10 PREPARE EXISTING CONDITIONS ASSESSMENT SUBMITTAL

1.10.1 Internal QA Review

The QA staff assigned by the PM and BR, as part of the quality control program will perform an internal review of the deliverables listed below. The review will be performed using Bluebeam software. The PM and BR will review the QA markups, determine the corrective action, and direct the changes. The QA reviewer will backcheck resolution of comments before release of deliverables.

1.10.2 Submit Preliminary Deliverables to OWNER

The CONSULTANT will finalize assembly of the deliverables listed below and submit to the OWNER for review. The deliverables will be submitted electronically using Newforma file transfer software.

TASK 1 DELIVERABLES

- 1) Kickoff Meeting Agenda and Minutes – Electronic submittal
- 2) Study Review Meeting Agenda and Minutes – Electronic submittal
- 3) Technical Memorandums: Basis of Design– Electronic submittal
- 4) Existing Conditions Findings - Electronic submittal

TASK 2 PROPOSED CONDITION ASSESSMENTS

This task involves those activities required for developing the proposed conditions hydrology and hydraulic models and developing conceptual designs. The extents of these are identified in the Project Background section of this STUDY.

2.1 TASK 2 PROJECT MANAGEMENT AND COORDINATION

Project management tasks during Task 2 will consist of the following:

2.1.1 Update PMP

The PMP created during Task 1 will be updated to incorporate the latest project protocols.

2.1.2 Update Schedule

The schedule created during Task 1 will be updated throughout design based on review times by the OWNER and FAA.

2.1.3 Coordinate Internal Design Team

The PM will continue to coordinate and monitor internal work progress during Task 2.

2.1.4 Coordinate Subconsultants

The PM will continue to coordinate and monitor subconsultant work progress during Task 2.

2.1.5 Quality Control Program

The PM will continue to review the QC checklist, and the CONSULTANT Team will continue to update the design log during Task 2.

The PM and assigned QC team members will regularly review work performed by the CONSULTANT Team. Prior to finalizing the STUDY submittals, the assigned QA team members will review the documents to be submitted.

2.1.6 Project Controls

The PM will continue to maintain the project budget spreadsheet and prepare invoices as defined in Task 1. It is anticipated that five (5) invoices will be prepared during Task 2.

2.2 TASK 2 PROJECT MEETINGS AND COMMUNICATION

The CONSULTANT will participate in meetings and calls during Task 2. Meetings and communication items will be as follows:

2.2.1 Monthly Internal Progress Meetings

The PM will conduct monthly meetings with the internal design team to discuss the project schedule and work progress. Up to four members from CONSULTANT team (anticipated to consist of PM, Project Engineer, Engineer III, and BR) will attend each meeting. Up to five (5) meetings are anticipated during Task 2.

2.2.2 Bi-Monthly Progress Meetings with OWNER

The CONSULTANT will conduct bi-monthly meetings with the OWNER to discuss the project schedule, work progress, and coordination items. Up to five members from CONSULTANT team will attend each meeting (anticipated to consist of PM, Senior Associate, Project Engineer, Engineer III, and BR). The meetings will be held virtually. The CONSULTANT will provide an agenda and minutes for each meeting. Up to five (5) meetings are anticipated during Task 2.

2.2.3 Present Proposed Conditions Alternatives Meeting with OWNER

The CONSULTANT will prepare for and conduct up to three (3) 1-hour meetings with the OWNER and RS&H to present the proposed conditions alternatives. Up to five members from CONSULTANT team will attend each meeting (anticipated to consist of PM, Senior Associate, Project Engineer, Engineer III, and BR). The meeting will be held in person. The CONSULTANT will prepare an agenda, exhibits and minutes to support the meeting.

2.2.4 General Communication with OWNER

The CONSULTANT will communicate with the OWNER throughout Task 2 via phone calls or email in addition to the meetings listed herein.

2.3 PROPOSED CONDITIONS HYDROLOGY AND HYDRAULIC MODELING (by CONSULTANT and subconsultant – BR)

2.3.1 Conceptual Grading for Proposed Projects

CONSULTANT will prepare conceptual grading concepts for the near-term and long-term projects within the STUDY scope based on topographic information and available records to understand anticipated future drainage patterns. Current design information for projects underway (as identified in the Study Background section), which are concurrent with the STUDY will be utilized/incorporated into this task. Assumptions will be made about grading

and drainage patterns for proposed improvements based on existing topography. No design advancement of those conceptual level plans will be performed as part of the STUDY.

2.3.2 Subbasin Delineations

BR will revise the existing conditions subbasins to reflect proposed condition subbasins.

2.3.3 Model Parameters

BR will update applicable model parameters including infiltration parameters, Manning's roughness values, and other applicable parameters modified in the proposed condition.

2.3.4 Model Development

BR will update the existing conditions hydrologic and hydraulic models to reflect proposed condition improvements.

2.3.5 Model Evaluations and Output

BR will output unmitigated stormwater peak runoff rates, runoff volumes, runoff durations, and flooding extents from the proposed condition model. These will be compared to the existing conditions output to identify areas requiring mitigation measures.

2.4 ALTERNATIVES ANALYSIS AND CONCEPTUAL DESIGNS DEVELOPMENT (by sub BR)

2.4.1 Conduct Alternatives Analysis

BR will conduct an alternatives analysis utilizing the proposed conditions model for various mitigation strategies. Potential mitigation measures include stormwater collection and conveyance (such as structures, piping, channels, safe overflows); flow control (such as detention basins, infiltration basins/trenches); erosion control measures (such as outfall protection, bank stabilization); and low impact development and water quality enhancement strategies (such as bioretention, biofiltration, infiltration, rainwater harvesting, oil/water separators, engineered media filter systems). The work effort will consider known flooding areas and proposed improvements associated with the near-term and long-term STUDY projects.

2.4.2 Develop Exhibit and Matrix

BR will evaluate various alternatives for potential mitigation measures for the known flooding areas as identified in the existing conditions work session and the proposed improvements associated with the proposed improvements. BR will develop an exhibit and a matrix summarizing the alternatives.

2.4.3 Present Alternatives to the OWNER

The alternatives will include a qualitative assessment of each alternative and a preferred alternative recommendation for the OWNER to evaluate. The proposed conditions model will be finalized with the preferred alternatives after input from the OWNER. The output will be documented for reporting in the STUDY.

BR will develop a narrative description of the scope, a schematic drawing of the concept-level design, and a total cost estimate for the preferred alternative. The estimate of total cost (engineering, administrative, and construction costs) will include a breakout of federal, state, and local shares. The cost estimates will be based on the drainage work scope only.

The preferred alternative will also include an environmental review and include a description of any regulatory considerations and timeline considerations. Any impacts to protected

species resulting from the preferred alternative will be documented within the STUDY and mitigation measures will be identified as needed (with collaboration from RS&H). The OWNER will contract separately with RS&H for environmental reviews and descriptions. The CONSULTANT Team will coordinate with RS&H for this information related to each alternative. Preparation of documentation is included in this subtask while actual meeting costs associated with meetings are included in 2.2.3.

TASK 2 DELIVERABLES

- 1) STUDY Review Meeting Agenda and Minutes – Electronic submittal
- 2) Exhibit and matrix summarizing the alternatives and recommendation of the preferred alternative for each project – Electronic submittal
- 3) Narrative, schematic drawing and cost estimate for the preferred alternative for each project – Electronic submittal
- 4) Exhibit and matrix summarizing the alternatives and recommendation of the preferred alternative for each project – Electronic submittal
- 5) Narrative, schematic drawing and cost estimate for the preferred alternative for each project – Electronic submittal

TASK 3 AIRPORT PLAN AND REPORT

This task involves those activities required for documenting the existing and proposed condition assessments. The extents of these are identified in the STUDY Background section of this scope.

3.1 TASK 3 PROJECT MANAGEMENT AND COORDINATION

Project management tasks during Task 3 will consist of the following:

3.1.1 Update PMP

The PMP created during Task 1 will be updated to incorporate the latest project protocols.

3.1.2 Update Schedule

The schedule created during Task 1 will be updated throughout design based on review times by the OWNER and FAA.

3.1.3 Coordinate Internal Design Team

The PM will continue to coordinate and monitor internal work progress during Task 3.

3.1.4 Coordinate Subconsultants

The PM will continue to coordinate and monitor subconsultant work progress during Task 2.

3.1.5 Quality Control Program

The PM will complete the review of the QC checklist and the design team will finalize the design log during Task 3.

The PM and assigned QC team members will regularly review work performed by the design team. Prior to issuance of the final design, the assigned QA team members will review the documents to be submitted.

3.1.6 Project Controls

The PM will continue to maintain the project budget spreadsheet and, track costs and prepare invoices as defined in Task 1. It is anticipated that three (3) invoices will be prepared during Task 3.

3.2 TASK 3 PROJECT MEETINGS AND COMMUNICATION

The CONSULTANT will participate in meetings and calls during Task 3. Meetings and communication items will be as follows:

3.2.1 Monthly Internal Progress Meetings

The PM will conduct bi-weekly meetings with the internal design team to discuss the project schedule and work progress. Up to four members from CONSULTANT team (anticipated to consist of PM, Project Engineer, Engineer III, and BR) will attend each meeting. Up to two (2) meeting(s) are anticipated during Task 3.

3.2.2 Bi-Monthly Progress Meetings with OWNER

The CONSULTANT will conduct bi-monthly meeting(s) with the OWNER to discuss the project schedule, work progress, and coordination items. Up to three members from CONSULTANT team will attend each meeting (anticipated to consist of PM, Project Engineer, and BR). One (1) meeting is anticipated during Phase 3. The meeting will be held virtually.

3.2.3 General Communication with OWNER

The CONSULTANT will communicate with the OWNER throughout Task 3 via phone calls or email in addition to the meetings listed herein.

2.5 EXISTING CONDITIONS PLAN PREPARATION (by CONSULTANT and sub BR)

CONSULTANT Team will prepare the STUDY components including the drainage design criteria, description of existing site conditions and drainage areas, and existing conditions hydrologic and hydraulic modeling. CONSULTANT Team will prepare an exhibit depicting the existing site conditions. CONSULTANT will submit the draft Plan to the OWNER for review and comment.

3.3 PROPOSED CONDITIONS PLAN PREPARATION (by CONSULTANT and sub BR)

CONSULTANT Team will prepare the STUDY components including proposed conditions hydrologic and hydraulic modeling, evaluation of proposed drainage improvements, alternatives analysis, description and schematic drawing of the preferred alternative, and associated conceptual cost estimates. CONSULTANT Team will prepare an exhibit depicting the proposed site conditions. CONSULTANT will submit the draft STUDY to the OWNER and Regulatory Agencies for review and comment. The OWNER will be responsible for submitting the Plan to FAA for review and provide and consolidated list of OWNER and FAA review comments to the CONSULTANT.

3.4 PROPOSED CONDITIONS PLAN PREPARATION (by CONSULTANT and sub BR)

CONSULTANT Team will address review comments from the OWNER, Regulatory Agencies and FAA and finalize the STUDY.

TASK 3 DELIVERABLES

- 1) Existing Conditions Draft Plan – Electronic Submittal
- 2) Proposed Conditions Draft Plan– Electronic Submittal
- 3) Final Plan – Electronic Submittal

SERVICES TO BE PROVIDED BY THE OWNER

The OWNER and CONSULTANT agree that the following items will be provided by the OWNER. If these or any additional items are added to the CONSULTANT's scope of services, they will be considered extra services and require a negotiated fee and an amendment to the contract.

- 1) Payment of fees, easements, and permit fees from city, state, county, utilities, and others.
- 2) Outreach to tenants, ATCT, and other shareholders to convey the project goals and timing.
- 3) Required permits will be managed and administered by OWNER or other parties unless specifically identified in CONSULTANT scope of services. These permits may include, but are not limited to, Federal and State environmental clearances (ex: Clean Water Act 404 permit, NEPA, NPDES, Clean Air Act); public utility connection permits and review fees; construction/contractor permits (ex: hauling, erosion control, storm water, air quality, fugitive dust).
- 4) Conduct airfield safety training for subconsultants.
- 5) Access and escort to the site for CONSULTANT Team.
- 6) Transmission of data to CONSULTANT such as reports, "as-built" drawings, and other information related to the Project.
- 7) Review of draft documents from CONSULTANT within a reasonable amount of time, including review comments provided in writing. OWNER review comments from various individuals and departments shall be provided in writing and shall be returned to the CONSULTANT as a single package representing OWNER's review comments.
- 8) Protection of digital information or data supplied by CONSULTANT from contamination, misuse, or changes.
- 9) The OWNER will contract with RS&H for environmental assessments related to this Project.
- 10) The OWNER will contract with BKF for camera/video analysis of storm drain network analysis.
- 11) The OWNER will provide to CONSULTANT electronic files (AutoCAD drawings) of Existing Storm Drainage Inventory prepared by BKF in addition to signed/sealed drawings by Professional Surveyor.

SERVICES TO BE EXCLUDED

The OWNER 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 services, they will be considered extra services and require a negotiated fee and an amendment to the contract.

- 1) Expert witness testimony.
- 2) Detailed design of conceptual STUDY components.

- 3) Analysis of landside improvement projects (outside the limits of current AOA) as well as Compost Facility Improvements.
- 4) Analysis of undetermined storm drain networks determined in BKF Existing Storm Drainage Inventory (clouded in red) prepared by BKF (August 18, 2025 version).

SCHEDULE OF COMPLETION

The schedule assumes that the OWNER will issue a design Notice to Proceed (NTP) in October 2025. Estimated durations for each applicable task is shown below:

Task 1

The estimated duration to complete the Existing Conditions Assessment submittal is one hundred and fifty (150) calendar days after receipt of NTP from the OWNER.

Task 2

The estimated duration to complete the Proposed Conditions Assessment submittal is one hundred and fifty (150) calendar days after receipt of OWNER and Regulatory Agencies comments on the Existing Conditions Assessment, which includes a thirty (30) calendar day review period.

Task 3

The estimated duration to complete the Airport Plan and Report submittal is within ninety (90) calendar days after receipt of OWNER, FAA, and Regulatory Agencies comments on the Proposed Conditions Assessment submittal.

Design durations do not include OWNER review periods unless stated. Once the design NTP is received from the OWNER, the CONSULTANT will prepare and maintain a project schedule that includes estimated OWNER and FAA and Regulatory Agencies review periods.

COMPENSATION FOR SERVICES

Payment for all work outlined in scope of services: Tasks 1, 2, and 3 shall be on a time-and-expense basis not-to-exceed Eight Hundred Fifty-five Thousand Dollars (\$855,000). This fee includes labor, materials, expenses, and incidentals necessary to complete the work as described herein. Compensation shall be in accordance with the Project-specific Mead & Hunt, Inc. Billing Rate Schedule 2025-2026, included as Attachment 1. Payments will be made monthly based on the hours of work complete.

END OF SCOPE

Respectfully submitted,

MEAD & HUNT, INC.



Alex Radovanovich
Project Manager

Attachment

Attachment 1 – Mead & Hunt Billing Rate Schedule, 2025 – 2026 (Project Specific for STS Drainage Master Plan Study)

Attachment 1 - Mead & Hunt Billing Rate Schedule (2025 – 2026)

MEAD & HUNT, Inc. Billing Rate Schedule for
STS Drainage Master Plan Study
Effective January 1, 2025 – December 31, 2026

Standard Billing Rates

• Clerical	\$107.00 / hour
• Technical Editor	\$143.00 / hour
• Project Assistant III	\$137.00 / hour
• Technician I, Technical Writer	\$126.00 / hour
• Technician II, Surveyor - Instrument Person	\$145.00 / hour
• Technician III	\$170.00 / hour
• Technician IV	\$180.00 / hour
• Senior Technician	\$224.00 / hour
• Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$159.00 / hour
• Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$178.00 / hour
• Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$190.00 / hour
• Construction Resident Project Representative (RPR)	\$200.00 / hour
• Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Construction Manager	\$248.00 / hour
• Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$269.00 / hour
• Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer Senior Project Planner	\$306.00 / hour
• Senior Associate, Principal, Senior Client / Project Manager	\$368.00 / hour

Expenses

- Geographic Information or GPS Systems \$100.00 / day
- Out-Of-Pocket Direct Job Expenses..... cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.

Travel Expense

- Company or Personal Car Mileage..... \$ IRS rate / mile*
** Rates will be charged at Current IRS rate*
- Air and Surface Transportation..... cost plus 15%
- Lodging and Sustenance

Billing and Payment

- Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.
- Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2025, and will remain in effect until December 31, 2026, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.