

**General Services Agreement  
Armstrong Consultants**

**GENERAL SERVICES AGREEMENT  
(AIRPORT ENGINEERING CONSULTING)**

THIS GENERAL SERVICES AGREEMENT, made and entered into this 12 day of July, 2022, by and between the COUNTY OF LAKE, hereinafter referred to as COUNTY, and ARMSTRONG CONSULTANTS, Inc., hereinafter referred to as ENGINEER:

W I T N E S S E T H

WHEREAS, COUNTY is engaged or is about to engage in the construction of a number of improvements at the Lampson Field Airport, which will require consultant services, aviation planning services, airport architectural/engineering services, including planning studies, topographic surveys, soils studies, pavement evaluation studies, drainage studies, environmental studies, engineering design, and construction supervision; and,

WHEREAS, the parties are unable to define at this time the precise scope of all services which will be required of ENGINEER, this GENERAL SERVICES AGREEMENT shall include the general provisions for contractual agreements between COUNTY and ENGINEER. Supplemental Services Agreements between COUNTY and ENGINEER shall be executed in writing for each phase of work which will be accomplished prior to the commencement of services under said Supplemental Services Agreements. The general conditions of this General Services Agreement shall apply to each Supplemental Services Agreement hereinafter executed.

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth, it is hereby agreed:

1. COUNTY hereby retains ENGINEER as an independent contractor, and

ENGINEER hereby agrees to serve COUNTY in providing all necessary engineering services in connection with the design and construction at the Lampson Field Airport of projects such as site grading, maintenance and constructing runways, taxiways, aprons, and roads; and construction of utilities, drainage systems, airfield lighting, navigational aides, and tee hangars. Only those projects being designated in Supplemental Services Agreements shall be subject to the terms of this General Services Agreement.

2. ENGINEER shall undertake the work covered by this GENERAL SERVICES AGREEMENT and supplements thereto at such time as he is authorized in writing to do so by COUNTY and shall diligently complete each project pursuant to the predetermined progress schedule established by the parties for each project. No work shall be undertaken by ENGINEER under this GENERAL SERVICES AGREEMENT or any future Supplemental Services Agreements until ENGINEER is specifically authorized in writing by COUNTY's authorized representative, who is the Director of the Department of Public Works acting in accordance with all County purchasing policies.

3. ENGINEER's services that are anticipated to be required to complete the type of projects listed in Section 1 above shall include but not necessarily be limited to:

- a. Planning studies
- b. Topographic surveys
- c. Soil tests and pavement evaluation studies
- d. Preparation of applications for State and Federal aid
- e. Environmental studies
- f. Special engineering studies, including drainage, structural, paving, etc.
- g. Preliminary engineering studies, designs and cost estimates

- h. Engineering design, including complete construction plans and specifications, as-built plans, and final engineer's reports
- i. Periodic engineering inspection and surveillance of project required during construction
- j. Resident engineering, testing and inspection during construction
- k. All engineering consultation required by COUNTY.

4. ENGINEER shall perform all work in conformance with Federal, State and County requirements. All studies shall be coordinated with appropriate local, State and Federal agencies. ENGINEER shall prepare for and make all required presentations at specified public hearings as required.

5. Engineering drawings shall be made on standard-sized sheets subject to the approval of COUNTY. All original drawings shall remain the property of the ENGINEER; however, reproducible copies of each drawing shall be provided by ENGINEER to COUNTY at no cost to COUNTY. All drawings will be prepared on AutoCAD and all specifications will be prepared in Word. Disks with all computer files will be provided by ENGINEER at no cost to COUNTY.

6. All of the reports, information, data, etc., prepared or assembled by the ENGINEER under this GENERAL SERVICES AGREEMENT and any future Supplemental Services Agreements are confidential, and the ENGINEER agrees that they shall not be made available to any individual or organization without the prior written approval of the COUNTY. ENGINEER will maintain security and confidentiality of all reports, information, data, drawings, etc.

7. ENGINEER shall furnish complete plans and specifications for all work covered by this GENERAL SERVICES AGREEMENT and future supplements thereto in an electronic form that is suitable for online bidding, and shall supply five (5) complete copies of the specifications with an equal number of prints of the drawings without extra charge. With the plans and

specifications for each project, ENGINEER shall prepare and submit to COUNTY the estimate of the construction quantities and cost of the respective project.

8. ENGINEER shall provide consultation and advice to COUNTY during the bidding, and to COUNTY and contractors to whom construction contracts are awarded during the construction of each project, and shall check all working drawings prepared and used by contractors on such projects.

9. ENGINEER shall coordinate all of his activities on behalf of COUNTY hereunder with COUNTY's duly authorized representative and shall be available when required for consultation and review during the construction of each project.

10. ENGINEER shall prepare all change orders and supplemental agreements as required for each project.

11. ENGINEER shall provide to COUNTY final record drawings and a final engineer's report after the construction of each respective project.

12. All work and services provided by ENGINEER under this GENERAL SERVICES AGREEMENT and supplements thereto shall be done to the complete satisfaction of COUNTY and of representatives of Federal or State agencies involved.

13. ENGINEER shall be compensated for engineering services rendered hereunder as provided in each applicable Supplemental Services Agreement hereinafter executed.

14. If ENGINEER should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this GENERAL SERVICES AGREEMENT or any supplements thereto, COUNTY may terminate this GENERAL SERVICES AGREEMENT and any or all Supplemental Services Agreements by giving ENGINEER written notice of such termination, stating the reason for such termination. In such

event, ENGINEER shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Supplemental Services Agreements as the services satisfactorily rendered hereunder by ENGINEER bear to the total services otherwise required to be performed for such total fee; provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by COUNTY by virtue of the breach of the Agreements by ENGINEER.

COUNTY shall be the owner of and shall be entitled to immediate possession of any copies of design computations, plans, copies of correspondence or other pertinent data and information gathered or computed by ENGINEER prior to termination of any Agreements by COUNTY or upon completion of the work pursuant to this GENERAL SERVICES AGREEMENT.

15. Hazardous Materials and Waste/Soil Borings

In the event this GENERAL SERVICES AGREEMENT or any future Supplemental Services Agreements directly or indirectly involves the study or handling of hazardous or potentially hazardous material or waste, the clauses set forth in Exhibit A are applicable.

16. As full payment for all work and services to be provided by ENGINEER hereunder, COUNTY shall make payments to ENGINEER at the times and in accordance with the rates and procedures set forth in each supplemental agreement. Payments shall be made to ENGINEER on a monthly basis based on work which COUNTY has approved as having been actually accomplished during that period. Each payment by COUNTY to ENGINEER shall be made in the regular course of COUNTY's business after presentation by ENGINEER to COUNTY of claim in the form approved by COUNTY. Billing to COUNTY shall identify specific services rather than a particular

function.

17. This GENERAL SERVICES AGREEMENT shall remain in full force for a period of five (5) years from the date of approval or until terminated by either party. COUNTY shall have the right to terminate this GENERAL SERVICES AGREEMENT without reason by giving ENGINEER thirty (30) days written notice. ENGINEER shall have the right to terminate this GENERAL SERVICES AGREEMENT only after an assigned project has been completed to the satisfaction of the COUNTY and then only after thirty (30) days written notice to COUNTY.

18. COUNTY shall have the right to assign specific projects at the Lampson Field Airport to other planners, architects, or engineers without affecting the terms of this GENERAL SERVICES AGREEMENT.

19. It is mutually understood and agreed that ENGINEER (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which ENGINEER shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that ENGINEER is performing its obligations in accordance with the terms and conditions hereof. ENGINEER understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. ENGINEER shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, ENGINEER shall be solely responsible and save COUNTY harmless from all matters relating to payment of

ENGINEER's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this GENERAL SERVICES AGREEMENT or any future Supplemental Services Agreements, ENGINEER may be providing services to others unrelated to the COUNTY or to said Agreements.

20. Each Party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, pure economic damage, cost, expenses, and attorney's fees, that arise out of, pertain to, or relate to its own negligent acts and/or omissions, recklessness, or willful misconduct which caused said claim, demand, liability, loss, damage, cost expense, and/or attorney's fees. ENGINEER's liability hereunder shall be limited by the COUNTY to the amount of the available coverage under ENGINEER's insurance coverage as described in Section 21 herein.

ENGINEER's obligations under this Section shall survive the termination of the Agreement.

21. ENGINEER shall not commence work under this GENERAL SERVICES AGREEMENT or any future Supplemental Services Agreements until he has obtained all the insurance required herein, certificates of insurance have been submitted to COUNTY, and said insurance has been approved by COUNTY. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to COUNTY, ten (10) days notice if cancellation is due to nonpayment of premium.

ENGINEER shall not allow any subcontractor to commence work on his

subcontract until the insurance required of the subcontractor has been obtained.

Any failure of ENGINEER to maintain the insurance required by this provision, or to comply with any of the requirements of this provision, shall constitute a material breach of this GENERAL SERVICES AGREEMENT or any future Supplemental Services Agreements.

Certificates evidencing the issuance of the following insurance shall be filed with COUNTY within ten (10) days after the date of execution of this GENERAL SERVICES AGREEMENT by ENGINEER and prior to commencement of work hereunder.

**Compensation Insurance.** ENGINEER shall procure and maintain, at ENGINEER's own expense during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In any case of such work sublet, ENGINEER shall require subcontractor similarly to provide Employer's Liability Insurance and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by ENGINEER's Workers' Compensation Insurance and Employer's Liability Insurance. Employer's Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

**Commercial General Liability.** ENGINEER shall procure and maintain, at ENGINEER's own expense during the term hereof, upon himself and his employees at all times during the course of this GENERAL SERVICES AGREEMENT or any future Supplemental

Services Agreements, Commercial General Liability Insurance (Occurrence Form CG 0001) for bodily injury, personal injury, and broad form property damage, in an amount of not less than One Million dollars (\$1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: Personal and advertising injury, Premises-operations, Products and completed operations, Blanket contractual, and Independent ENGINEER's liability. If such policy includes an aggregate limit, such aggregate limit shall be at least double the per occurrence limit required herein.

**Automobile Liability Insurance.** ENGINEER shall procure and maintain, at ENGINEER's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with ENGINEER's business in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit coverage per occurrence.

**Professional Liability Insurance.** ENGINEER shall procure and maintain, at ENGINEER's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this GENERAL SERVICES AGREEMENT or any future Supplemental Services Agreements caused by errors, omissions, or other acts for which ENGINEER, its employees, subcontractors, and agents, are liable. Said insurance shall be written with limits of not less than One Million Dollars (\$1,000,000.00). If said insurance is written on a "claims made" form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this GENERAL SERVICES AGREEMENT or any future Supplemental

Services Agreements.

**Subcontractors.** ENGINEER shall include all subcontractors as insured under the aforesaid policies or shall furnish separate certificates and endorsements to the COUNTY for each subcontractor which shall be subject to review and approval by COUNTY. All insurance coverages for subcontractors shall be subject to each of the requirements hereinabove and contain the additional insured endorsements required of ENGINEER described with particularity hereinbelow.

**Additional Insured Endorsement.** The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The COUNTY, its officers, officials, employees, and designated agents are to be covered as additional insureds and shall be added in the form of an endorsement to ENGINEER's insurance on Form CG 20 10 11 85. ENGINEER shall not commence work under this GENERAL SERVICES AGREEMENT or any future Supplemental Services Agreements until he has had delivered to COUNTY the Additional Insured Endorsements required herein. This provision is not intended to extend to construction contractors contracted by the COUNTY to perform the work of improvement.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

**Other Insurance Provisions.** For any claims related to the work performed under this GENERAL SERVICES AGREEMENT or any future Supplemental Services Agreements by ENGINEER, the ENGINEER's insurance coverage shall be primary insurance as to the COUNTY, its officers, officials, employees, designated agents and appointed volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, designated agents or appointed volunteers shall be in excess of the ENGINEER's insurance and shall not contribute with it.

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. At the option of COUNTY, either ENGINEER shall reduce or eliminate such deductibles or self-insurance retentions as they apply to COUNTY or ENGINEER shall provide a financial guarantee satisfactory to COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

Insurance coverage required of ENGINEER under this GENERAL SERVICES AGREEMENT shall be placed with insurers with a current A.M. Best rating of no less than A:VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the ENGINEER for liability in excess of such coverage, nor shall it preclude COUNTY from taking other action as is available to it under any other provision of this GENERAL SERVICES AGREEMENT or applicable law. Failure of COUNTY to enforce in a timely

manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

If any insurance coverage required by this GENERAL SERVICES AGREEMENT or any future Supplemental Services Agreements is provided on a "Claims Made", rather than "occurrence" form, ENGINEER agrees to maintain required coverage for a period of three years after the expiration of this GENERAL SERVICES AGREEMENT (hereinafter, "Post Agreement Coverage") and any extensions thereof. ENGINEER may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This subprovision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this GENERAL SERVICES AGREEMENT. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this GENERAL SERVICES AGREEMENT in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

COUNTY shall include a provision in its contract with any general engineering contractor hired to perform work resulting from the preparation of construction documents by the ENGINEER requiring that the general contractor and all of its subcontractors maintain general liability insurance of not less than \$1,000,000 and that such insurance include the COUNTY, its officers, officials, employees, designated agents, appointed volunteers and **ARMSTRONG CONSULTANTS** as additional insureds.

22. This GENERAL SERVICES AGREEMENT and all of the covenants hereof shall inure to the benefit of and be binding upon COUNTY and ENGINEER, respectively, and their successors, assigns, and legal representatives. Neither COUNTY nor ENGINEER shall have the

right to assign, transfer or sublet its interest or obligation hereunder without written consent of the other party.

23. Federal Compliance Requirements

For the purposes of Section 23 – Federal Compliance Requirements, the terms “SPONSOR” and “CONSULTANT” shall be used in place of the previously defined entities “COUNTY” and “ENGINEER”, respectively.

**Access to Records and Reports (Reference: 2 CFR § 200.333, 2 CFR § 200.336, FAA Order 5100.38).** The CONSULTANT must maintain an acceptable cost accounting system. The CONSULTANT agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The CONSULTANT agrees to maintain all books, records, and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**Breach of Contract Terms (Reference: 2 CFR § 200 Appendix II(A)).** Any violation or breach of terms of this contract on the part of the CONSULTANT or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this GENERAL SERVICES AGREEMENT.

SPONSOR 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. SPONSOR reserves the right to withhold payments to CONSULTANT until such time the CONSULTANT corrects the breach or the SPONSOR elects to terminate the contract. The SPONSOR's notice will identify a specific date by which the CONSULTANT must correct the breach. SPONSOR may proceed with termination of the contract if the CONSULTANT fails to correct the breach by deadline indicated in the SPONSOR's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**Civil Rights - General (Reference: 49 USC § 47123)**

**Sponsor Contracts**

**GENERAL CIVIL RIGHTS PROVISIONS**

The CONSULTANT 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 CONSULTANT 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.

## **Sponsor Lease Agreements and Transfer Agreements**

### **GENERAL CIVIL RIGHTS PROVISIONS**

The (tenant/concessionaire/lessee) 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. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### **Civil Rights - Title VI Assurances (49 USC § 47123, FAA Order 1400.11)**

**Title VI Solicitation Notice.** The SPONSOR, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to

submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**Title VI Clauses for Compliance with Nondiscrimination Requirements.** During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees as follows:

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

- d. **Information and Reports:** The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of a CONSULTANT'S noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
1. Withholding payments to the CONSULTANT under the contract until the CONSULTANT complies; and/or
  2. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. **Incorporation of Provisions:** The CONSULTANT 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 CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with litigation by a subconsultant,

or supplier because of such direction, the CONSULTANT may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

**Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin).
- b. 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).
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27.
- e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. 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).

- g. 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 consultants, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38.
- i. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. 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).

1. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**Clean Air and Water Pollution Control (Reference: 49 CFR § 18.36(i) (12)).**

CONSULTANT agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The CONSULTANT agrees to report any violation to the SPONSOR immediately upon discovery. The SPONSOR assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

**Debarment and Suspension (Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5)**

**Bidder or Offeror Certification**

**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.

**Lower Tier Contract Certification**

**CERTIFICATION OF LOWER TIER CONSULTANTS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under

the PROJECT is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

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

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

**Disadvantaged Business Enterprises (Reference: 49 CFR PART 26)**

**Solicitation Language (Solicitations that include a Project Goal)**

Information Submitted as a matter of bidder responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- a. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- b. A description of the work that each DBE firm will perform;

- c. The dollar amount of the participation of each DBE firm listed under (1)
- d. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- e. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- a. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- b. A description of the work that each DBE firm will perform;
- c. The dollar amount of the participation of each DBE firm listed under (1)
- d. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- e. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

**Solicitation Language (Race/Gender Neutral Means).** The requirements of 49 CFR part 26 apply to this contract. It is the policy of the SPONSOR, to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**Prime Contracts (Projects covered by DBE Program)**

**DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§ 26.13)** – The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of 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:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. 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 thirty (30) days from the

receipt of each payment the prime contractor receives from the SPONSOR. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the SPONSOR. This clause applies to both DBE and non-DBE subcontractors.

**Distracted Driving (Reference: Executive Order 13513, DOT Order 3902.10)**

**TEXTING WHEN DRIVING**

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

In support of this initiative, the SPONSOR encourages the CONSULTANT 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 CONSULTANT must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the PROJECT.

**Energy Conservation Requirements (2 CFR § 200, Appendix II(H)).** CONSULTANT and subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

**Federal Fair Labor Standards Act (Minimum Wage) (Reference: 29 USC § 201, ET SEQ.).**

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 CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. The CONSULTANT must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**Foreign Trade Restriction Certification (Reference: 49 USC § 50104, 49 CFR Part 30).** The

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

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

- b. has not knowingly entered into any contract or subcontract for this PROJECT with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the PROJECT that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

The Offeror/CONSULTANT must provide immediate written notice to the SPONSOR if the Offeror/CONSULTANT learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The CONSULTANT must require subconsultants provide immediate written notice to the CONSULTANT 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 subconsultant:

- a. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

- b. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c. who incorporates in the public works PROJECT any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a CONSULTANT 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 CONSULTANT may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

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

**Lobbying and Influencing Federal Employees (Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J) 49 CFR part 20, Appendix A)**

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

- a. 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.
- b. 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.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who

fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Occupational Safety and Health Act of 1970 (Reference: 20 CFR part 1910).** 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. CONSULTANT must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The CONSULTANT retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). CONSULTANT 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.

**Certification of Offeror/Bidder regarding Tax Delinquency and Felony Convictions (Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) & DOT Order 4200.6 - Requirements for Procurement and Non-Procurement 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 ( ✓ ) 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 ( ✓ ) 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 of Contract (Reference: 2 CFR § 200 Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09)**

**Termination for Convenience (Professional Services)**

The SPONSOR may, by written notice to the CONSULTANT, terminate this GENERAL SERVICES 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 SPONSOR, the CONSULTANT must immediately discontinue all services affected.

Upon termination of the Agreement, the CONSULTANT must deliver to the SPONSOR all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the CONSULTANT under this contract, whether complete or partially complete.

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

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

### **Termination for Default (Professional Services)**

Either party may terminate this GENERAL SERVICES 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 GENERAL SERVICES AGREEMENT.

- a. Termination by SPONSOR: The SPONSOR may terminate this GENERAL SERVICES AGREEMENT in whole or in part, for the failure of the CONSULTANT to:
  1. Perform the services within the time specified in this contract or by SPONSOR approved extension;

2. Make adequate progress so as to endanger satisfactory performance of the PROJECT;
3. Fulfill the obligations of the Agreement that are essential to the completion of the PROJECT.

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

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

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

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

- b. Termination by CONSULTANT: The CONSULTANT may terminate this GENERAL SERVICES AGREEMENT in whole or in part, if the SPONSOR:

1. Defaults on its obligations under this GENERAL SERVICES AGREEMENT;
2. Fails to make payment to the CONSULTANT in accordance with the terms of this GENERAL SERVICES AGREEMENT;
3. Suspends the PROJECT for more than [180] days due to reasons beyond the control of the CONSULTANT.

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

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

**Veteran's Preference (Reference: 49 USC § 47112(c)).** In the employment of labor (excluding executive, administrative, and supervisory positions), the CONSULTANT and all sub-tier CONSULTANTS must give preference to covered veterans as defined within Title 49 United

States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## Federal Clause Check List

### Meaning of cell values

- Info – Sponsor has discretion on whether to include clause in its contracts.
- Limited – Provision with limited applicability depending on circumstances of the procurement.
- n/a – Provision that is not applicable for that procurement type.
- NIS – Provision that does not need to be included or referenced in the solicitation document
- REF – Provision to be incorporated into the solicitation by reference.
- REQD - Provision the sponsor must incorporate into procurement documents.

**Table 1 – Applicability of Provisions**

<b>Provisions/Clauses</b>	<b>Dollar Threshold</b>	<b>Solicitation</b>	<b>Professional Services</b>	<b>Construction</b>	<b>Equipment</b>	<b>Property (Land)</b>	<b>Non-AIP Contracts</b>
<u>Access to Records and Reports</u>	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
<u>Affirmative Action Requirement</u>	\$10,000	REQD	Limited	REQD	Limited	Limited	n/a
<u>Breach of Contract</u>	\$150,000	NIS	REQD	REQD	REQD	REQD	n/a
<u>Buy American Preferences</u>	\$ 0	REF	Limited	REQD	REQD	Limited	n/a
(1) <u>Buy American Statement</u>	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(2) <u>BA – Total Facility</u>	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(3) <u>B.A. – Manufactured Product</u>	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
<u>Civil Rights – General</u>	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
<u>Civil Rights - Title VI Assurances</u>	\$ 0	REF	REQD	REQD	REQD	REQD	REQD
(1) <u>Notice - Solicitation</u>	\$ 0	REQD	REQD	REQD	REQD	REQD	REQD
(2) <u>Clause - Contracts</u>	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD

<b>Provisions/Clauses</b>	<b>Dollar Threshold</b>	<b>Solicitation</b>	<b>Professional Services</b>	<b>Construction</b>	<b>Equipment</b>	<b>Property (Land)</b>	<b>Non-AIP Contracts</b>
<u>(3) Clause – Transfer of U.S. Property</u>	\$ 0	NIS	n/a	n/a	n/a	Limited	REQD
<u>(4) Clause – Transfer of Real Property</u>	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
<u>(5) Clause - Construct/Use/Access to Real Property</u>	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
<u>(6) List – Pertinent Authorities</u>	\$0	NIS	REQD	REQD	REQD	REQD	REQD
<u>Clean Air/Water Pollution Control</u>	\$150,000	NIS	REQD	REQD	REQD	REQD	n/a
<u>Contract Work Hours and Safety Standards</u>	\$100,000	NIS	Limited	REQD	Limited	Limited	n/a
<u>Copeland Anti-Kickback</u>	\$ 2,000	NIS	Limited	REQD	Limited	Limited	n/a
<u>Davis Bacon Requirements</u>	\$ 2,000	REF	Limited	REQD	Limited	Limited	n/a
<u>Debarment and Suspension</u>	\$25,000	REF	REQD	REQD	REQD	Limited	n/a
<u>Disadvantaged Business Enterprise</u>	\$ 0	REF	REQD	REQD	REQD	REQD	n/a
<u>Distracted Driving</u>	\$3,500	NIS	REQD	REQD	REQD	REQD	n/a
<u>Energy Conservation Requirements</u>	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
<u>Equal Employment Opportunity</u>	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(1) <u>EEO Contract Clause</u>	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(2) <u>EEO Specification</u>	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
<u>Federal Fair Labor Standards Act</u>	\$ 0	NIS	REQD	REQD	REQD	REQD	Info
<u>Foreign Trade Restriction</u>	\$ 0	REF	REQD	REQD	REQD	REQD	n/a
<u>Lobbying Federal Employees</u>	\$ 100,000	REF	REQD	REQD	REQD	REQD	n/a
<u>Occupational Safety and Health Act</u>	\$ 0	NIS	REQD	REQD	REQD	REQD	Info
<u>Prohibition of Segregated Facilities</u>	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a

<b>Provisions/Clauses</b>	<b>Dollar Threshold</b>	<b>Solicitation</b>	<b>Professional Services</b>	<b>Construction</b>	<b>Equipment</b>	<b>Property (Land)</b>	<b>Non-AIP Contracts</b>
<u>Recovered Materials</u>	\$10,000	REF	Limited	REQD	REQD	Limited	n/a
<u>Rights to Inventions</u>	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
<u>Seismic Safety</u>	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
<u>Tax Delinquency and Felony Conviction</u>	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
<u>Termination of Contract</u>	\$10,000	NIS	REQD	REQD	REQD	REQD	n/a
<u>Veteran`s Preference</u>	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a

**Airport Concessions Disadvantage Business Enterprise (ACDBE) Notes:**

1. Language relative to solicitation for ACDBEs does not need to be included in AIP funded solicitations, since in no case are concessions activities funded with federal funds.
2. Airport sponsors must include the appropriate Title VI language in their solicitation notices when they seek proposals for concessions.

24. All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or as of the fifth calendar day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows:

COUNTY -

Scott De Leon  
Public Works Director  
Department of Public Works  
255 North Forbes Street  
Lakeport, CA 95453

ENGINEER --

ARMSTRONG CONSULTANTS, Inc.  
Chris Nocks  
Engineering Operations Manager  
751 Horizon Court, Suite 255  
Grand Junction, CO 81506

IN WITNESS WHEREOF, the parties hereto have executed this GENERAL SERVICES AGREEMENT the day and year first written above.

County of Lake, a political  
subdivision of the State of California

**ARMSTRONG CONSULTANTS, Inc.**  
Consulting Airport ENGINEER


By   
Eddie Crandell (Jul 27, 2022 15:15 PDT)  
Chair, Board of Supervisors  
(COUNTY/SPONSOR)

\_\_\_\_\_  
(ENGINEER/CONSULTANT)

ATTEST: SUSAN PARKER  
CLERK TO THE BOARD

APPROVED AS TO FORM:  
ANITA L. GRANT  
COUNTY COUNSEL

By Johanna Delong  
Johanna Delong (Jul 26, 2022 15:44 PDT)





IN WITNESS WHEREOF, the parties hereto have executed this GENERAL SERVICES

AGREEMENT the day and year first written above.

County of Lake, a political  
subdivision of the State of California

**ARMSTRONG CONSULTANTS, Inc.**  
Consulting Airport ENGINEER

By \_\_\_\_\_  
Chair, Board of Supervisors  
(COUNTY/SPONSOR)

  
\_\_\_\_\_  
(ENGINEER/CONSULTANT)

ATTEST: SUSAN PARKER  
CLERK TO THE BOARD

APPROVED AS TO FORM:  
ANITA L. GRANT  
COUNTY COUNSEL

By \_\_\_\_\_

  
\_\_\_\_\_

## EXHIBIT A

### Hazardous Materials and Hazardous Waste Clauses

1. No Certification

No report produced by ENGINEER pursuant to this GENERAL SERVICES AGREEMENT shall be interpreted as a certification that no hazardous materials, substances, wastes, or constituents are located on, under, or about the project property investigated.

2. Hazardous Substances or Conditions

ENGINEER has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or condition at the project site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. Nothing in this GENERAL SERVICES AGREEMENT shall be interpreted as requiring ENGINEER to assume the status of a generator, treater, storer, transporter, or disposer of hazardous materials within the meaning of federal, state, or local law.

3. Soil Borings

The clauses listed below apply if ENGINEER is required to take soil borings.

A. COUNTY recognizes that the use of exploration and test equipment may unavoidably affect, alter, or damage the terrain and affect subsurface vegetation, buildings, structures, and equipment in, at, or upon the site. COUNTY hereby acknowledges that such facts are inherent to ENGINEER's work and will not hold ENGINEER liable or responsible for any such effect, alteration, or damage unless such effect, alteration, or damage is a direct result of the sole negligence of ENGINEER.

B. ENGINEER will not be liable for any property damage or bodily injury arising from damage to or interference with surface or subterranean structures (including but not limited to, pipes, tanks, telephone cables, etc.) that are not called to ENGINEER's attention in writing and correctly shown on the plans furnished by COUNTY in connection with work performed under this GENERAL SERVICES AGREEMENT and such damage or injury is the direct result of the sole negligence of ENGINEER.

4. Indemnification

A. COUNTY agrees to defend, hold harmless, and indemnify ENGINEER from any claim, liability, or defense cost for injury or loss sustained by any party from exposures or other damages allegedly caused by ENGINEER's performances of services hereunder, except for injury or loss caused by ENGINEER's negligence or willful misconduct.

5. Test Samples

In the event that any test samples taken by ENGINEER in the performance of this GENERAL SERVICES AGREEMENT contain substances or constituents hazardous or detrimental to human health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, ENGINEER will, after completion of testing and at COUNTY's expense, return such samples to COUNTY. COUNTY recognizes and agrees that ENGINEER is acting as a bailee and at no time does ENGINEER assume title of such samples.

6. Notification

COUNTY agrees to promptly notify ENGINEER of any hazardous substance and any special risk to human health, the environment, or equipment on the site of which COUNTY is, or becomes, aware.

7. Duty to Report

By virtue or entering into this GENERAL SERVICES AGREEMENT or providing services hereunder, ENGINEER does not assume control of or responsibility for reporting to any federal, state, or local public agencies any conditions at the site that present a potential danger to health, safety, or the environment.

